

#166



FAX
DADE CITY
LAND O' LAKES
NEW PORT RICHEY

(727) 847-8901
(352) 521-4279
(813) 996-7341
(727) 847-8132

ZONING AND SITE DEVELOPMENT
WEST PASCO GOVERNMENT CENTER
8731 CITIZENS DRIVE, SUITE 210
NEW PORT RICHEY, FL 34654

PASCO COUNTY, FLORIDA

July 12, 2012

Michael Dady,
5020 W. Linebaugh Avenue,
Suite 250,
Tampa, FL-33624

RE: Wesley Chapel Lakes DRI No. 166

Dear Mr. Dady:

Please be advised that the following dates for the above referenced project have been extended pursuant to Governor's Executive Order 12-140(as extended by Executive Order 12-192 and 12-217) and 12-199. The tolling and extension period as determined by the Department of Economic Opportunity (DEO) is for a total of 1 year and the 120 days.

Staff has reviewed and approved the requested extension. The new dates are as follows:

State/Regional Dates:

The new state/regional build-out date shall be as follows:

- The build-out date for phase 1 State/regional purposes is hereby extended from November 2, 2018 to March 1, 2020 (includes 1 year and 120 days extension)
- It is hereby acknowledged that the applicability of additionally applying the extensions to conceptually approved phases 2-4 was considered but ultimately determined to be relatively meaningless since these phases remain subject to further analysis.
- The date before which the DRI shall not be subject to downsizing, unit density reduction or intensity reduction is extended from November 2, 2038 to March 1, 2040 (includes 1 year and 120 days extension)

Other Eligible Dates:

- Section E.12.C-The Frontage road completion date is extended from November 2, 2018 to March 1, 2020(includes 1 year and 120 days extension).
- Section D.1- Date through which concurrency is satisfied is extended from December 31, 2013 to April 30, 2015

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- Section D.3 - Permits for Eastern Segment is extended from December 31, 2011 to April 30, 2013
- Section D.3- Post bond for Eastern Segment is extended from January 31, 2014 to May 31, 2015
- Commence construction of Eastern Segment and complete Eastern Segment is extended from June 30, 2015 to October 28, 2016
- Construction of Beardsley from Meadow Pointe Blvd to eastern boundary of Meadow Pointe IV MPUD: Not Applicable. On 7/9/2013, the Board of County Commissioners approved an amendment to the MPUD conditions of Approval that eliminated this date.

Transportation Concurrency:

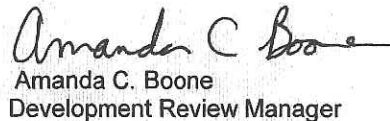
Staff will not be issuing a renewed Initial Certificate of Capacity for transportation concurrency purposes as this project is located within the County's Urban Service Area/Transportation Concurrency Exception area. Pursuant to Ordinance 11-08, projects located in this area shall be exempt from the transportation concurrency and Traffic Study requirements of these regulations upon paying, or agreeing to pay, mobility fees. If your client intends to invoke the mobility fee opt-out provision pursuant to Ordinance 11-08, the transportation concurrency exemption will not apply.

This extension is granted pursuant to Pasco County Board of County Commissioners' good faith interpretation of Florida Statute 253.363 and the Emergency Orders issued by the Governor. 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 mthomas@pascocountyfl.net or at 727-847-8132.

Sincerely,


Mary Thomas
Engineer II


Amanda C. Boone
Development Review Manager

cc: Keith W. Brickleyer, Brickleyer Law Group (Keith@bricklawgroup.com)
Clayton Brickleyer, Brickleyer Law Group (Clayton@bricklawgroup.com)
Michael Dady, Maxcy Development Group (mdady@maxcydevelopment.com)
John Meyer, Tampa Bay Regional Planning Council (johnm@tbrpc.org)
David Goldstein (dgoldstein@pascocountyfl.net)
Cynthia D. Spidell, DRI Coordinator & Sr. Planner (cspidell@pascocountyfl.net)
File



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ZONING AND SITE DEVELOPMENT
WEST PASCO GOVERNMENT CENTER
8731 CITIZENS DRIVE, SUITE 210
NEW PORT RICHEY, FL 34654

April 3, 2012

Clayton Bricklemyer
Bricklemyer Smolker & Bolves, P.A.
500 East Kennedy Blvd,
Suite 200,
Tampa, FL 33602,

RE: Wesley Chapel Lakes DRI No. 166
Request for 4-Year extensions based on HB 7207) and Governor's Emergency Order
Numbers 11-128, 11-172&11-202 (306 days)

Dear Mr. Bricklemyer:

Please be advised that the following dates for the above referenced project have been extended pursuant to Resolution 11-301 (approved by the Board of County Commissioners on July 26, 2011) and Governor's Emergency Order Numbers 11-128, 11-172 & 11-202:

State/Regional Dates:

Consistent with our discussion with the TBRPC, the new the state/regional build-out date shall be as follows:

- The build-out date for phase 1 State/regional purposes is hereby extended from December 31, 2013 to November 2, 2018 (includes the 4 year and 306 days extension)
- It is hereby acknowledged that the applicability of additionally applying the four extensions to conceptually approved phases 2-4 was considered but ultimately determined to be relatively meaningless since these phases remain subject to further analysis.
- The date before which the DRI shall not be subject to downsizing, unit density reduction or intensity reduction is extended from December 31, 2033 to November 2, 2038 (includes the 4 year plus 306 days extension).

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Other Eligible Dates:

- The Frontage road completion date is extended from December 31, 2013 to November 2, 2018 (4 years plus 306 days extension).
- Based on DA paragraph C.7, all date extensions in DA are inclusive of, not in addition to all statutory extensions adopted in 2011 and they not eligible for additional 306 days extension based on Governor's Emergency Orders in 2011.
- Construction of Beardsley from Meadow Pointe Blvd to eastern boundary of Meadow Pointe IV MPUD is extended from October 17, 2008 to August 19, 2009 (306 days extension)

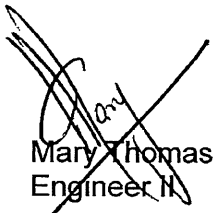
Transportation Concurrency:

Staff will not be issuing a renewed Initial Certificate of Capacity for transportation concurrency purposes as this project is located within the County's Urban Service Area/Transportation Concurrency Exception area. Pursuant to Ordinance 11-08, projects located in this area shall be exempt from the transportation concurrency and Traffic Study requirements of these regulations upon paying, or agreeing to pay, mobility fees. If your client intends to invoke the mobility fee opt-out provision pursuant to Ordinance 11-08, the transportation concurrency exemption will not apply.

This extension is 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 and Governor's Emergency Order Numbers 11-128, 11-172 and 11-202. By accepting this extension, the applicant acknowledges that there are portions of HB 7207 and the Governor's Emergency Orders referenced above that are ambiguous, and that there are contrary interpretations of them. 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 mthomas@pascocountyfl.net or at 727-847-8132.


Sincerely,



Mary Thomas
Engineer II



Debra M. Zampetti
Zoning/ Code Compliance Administrator

cc: Lee Arnold, Colliers International (lee.arnold@colliers.com)
Michael Dady, Maxcy Development Group (mdady@maxcydevelopment.com)
John Meyer, Tampa Bay Regional Planning Council (johnm@tbrpc.org)
Cynthia D. Spidell, DRI Coordinator & Sr. Planner (cspidell@pascocountyfl.net) 
File

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#166

November 10, 2011

Florida Department of Economic Opportunity
2555 Shumard Oak Blvd
Tallahassee, FL 32399-2100
Attn: James Stansbury

Tampa Bay Regional Planning Council
4000 Gateway Centre Blvd., Suite 100
Pinellas Park, FL 33872
Attn: John Meyer

Re: DRI #166 Wesley Chapel Lakes - Notification to implement Land Use Exchange - Parcel AA South

Gentlemen:

Pursuant to the Development Order for the Wesley Chapel Lakes DRI, we are providing the required notification that we have submitted an application requesting a conversion of Townhome Units to Single Family Units for Parcel AA South of the project.

Parcel AA South is currently approved for 360 Townhome lots that are 18' x 82'. The approved DRI allows for the conversion of MF units to Single Family units. The NOPC for the project, approved by the Pasco County Board of County Commissioners designates this change as a "trip neutral, non-substantial deviation."

On January 11, 2011, the board of County Commissioners approved an amendment to the Wesley Chapel Lakes Development Order which included the ability to convert multifamily and townhouse/villa units to single family detached units via a land use equivalency rate of .61 for Multifamily and .51 for Townhouse/Villas.

In July 2011 the applicant processed a minor non substantial modification to convert multi family to single family in Parcel AA North. I have attached the County approval memorandum from that action - which was submitted to your offices per the notification requirement, and the draft memo for this request.

The proposed minor non-substantial modification to the MPUD intends to convert the 360 Townhome lots to 129 60' single-family lots. It is the applicants intent to convert AA South Lots to Single Family Lots, which will result in a net loss of 231 lots within the parcel.

The proposed change is consistent with the July 27, 2011 approval of a minor modification to the MPUD in AA North and the DRI as a whole.

Please do not hesitate to contact me should you have any questions regarding this notification.

Regards,



Michael Dady
Senior Project Manager

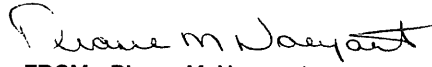
Cc: Dianne M Naeyaert – Pasco County Planning and Growth Management Dept

PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Debra M. Zampetti
Zoning/Code Compliance
Administrator

DATE: 6/16/11 FILE: ZN11-382

SUBJECT: Meadow Point IV MPUD Master
Planned Unit Development
Amendment; Parcel AA North, Wesley
Chapel Lakes DRI #166
Rezoning Petition No. 5828
Recommendation: Approve with
conditions



FROM: Dianne M. Naeyaert
Planner I

REFERENCES: Land Development Code,
Section 522.6, Modifications;
Comm. Dist 2

It is recommended that the data herein presented be given formal consideration by the Zoning/Code Compliance Administrator.

Commission District:	The Honorable Pat Mulieri, Ed.D.
Project Name:	Meadow Pointe IV, Parcel AA North
Developer Name:	Maxcy Development Group Holdings - Meadow Pointe IV, Inc.
Location:	South of and abutting S.R. 54, approximately 3.5 miles east of I-75, extending south to the County line in Sections 10, 15, 16, 22, 26, 27, 33, 34, and 35, Township 26 South, Range 20 East.
Parcel ID No.:	27-26-20-0000-00100-0000; 26-26-20-0000-00100-0010; 22-26-20-0000-00100-0000; 35-26-20-0000-00100-0010; 34-26-20-0000-00100-0000; 34-26-20-0000-00100-0026
Zoning District:	MPUD
Future Land Use Classification:	RES-9 (Residential - 9 du/ga)
Acreage:	253.07 Acres, m.o.l.
Water/Sewage:	Pasco/Pasco
No. of Dwelling Units:	109
Type of Dwelling Unit:	Single-Family Detached
Commercial Acres/Square Feet:	N/A
Other Land Use:	N/A

REQUEST:

- The applicant is proposing to amend the MPUD master plan and conditions of approval to exchange 218 Single-Family Attached (Villa Lots) to 109 Single-Family Detached lots in Parcel AA North.

BACKGROUND:

- Meadow Pointe IV, Parcel AA North is a portion of the Meadow Pointe III and IV MPUD and Wesley Chapel Lakes DRI # 166.
- The MPUD has been amended seven times, most recently January 8, 2008.

FINDINGS OF FACT:

- On January 11, 2011, the Board approved an amendment to the Wesley Chapel Lakes Development Order which included the ability to convert multifamily and townhouse/villa units to single family detached units via a land use equivalency rate of .61 for Multifamily and .51 for Townhouse/Villas.

ANALYSIS:

MPUD Master Planned Unit Development amendments must be reviewed in accordance with the Land Development Code (LDC), Section 522.6, Modifications, to determine if the proposed changes are substantial. The Zoning/Code Compliance Administrator shall review the record of the project and determine if any of the changes proposed are substantial or nonsubstantial in nature pursuant to the LDC, Section 522.6.C.

Based upon the criteria established within the LDC, Section 522.6.C, Modifications, the Zoning/Code Compliance Administrator has determined that the proposed amendment does not constitute a substantial change.

RECOMMENDATION:

The Zoning/Code Compliance Department staff has reviewed the applicant request and recommends approval with the attached conditions.

ATTACHMENTS:

- 1. Conditions of Approval for Rezoning Petition No. 5828
- 2. Location Map
- 3. Master Plan

ZONING/CODE COMPLIANCE DEPARTMENT ACTION:

Recommendation: Approved X /Disapproved _____

Zoning Dept. Approved
Non-substantial Modification
Date: 4/27/11 By: [Signature]
For compliance with the applicable provisions of
Pasco County Land Development Code Regulations

**MEADOW POINTE III AND IV
(F.K.A. WESLEY CHAPEL LAKES)
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. 5828**

Master Development Plans

1. All previous MPUD Master Planned Unit Development Conditions of Approval and the Master Development Plan approved by the Pasco County Board of County Commissioners (BCC) are hereby superseded by Rezoning Petition No. 5828 as amended.
2. Development within the project shall be limited as follows:
 - a. The access connection to Wrencrest Drive in Meadow Pointe shall serve no more than 182 units in Meadow Pointe III and IV (f.k.a. Wesley Chapel Lakes).
 - b. Prior to the issuance of a Certificate of Occupancy (CO) for the 183rd unit, the construction of Beardsley Drive as a two-lane collector road from Mansfield Boulevard in Meadow Pointe to Meadow Pointe Boulevard shall have been complete at the developer's expense (**this section has been completed**); the developer shall dedicate a minimum of 70 feet of right-of-way for Beardsley Drive as a two-lane collector road from Meadow Pointe Boulevard to the eastern boundary of the MPUD Master Planned Unit Development within 180 days of receiving a written request from Pasco County. On or before October 17, 2008, this road segment shall be constructed by the developer at the developer's expense. The developer shall complete or post a Letter of Credit for the construction of Beardsley Drive from Meadow Pointe Boulevard to the eastern boundary of the MPUD Master Planned Unit Development, unless otherwise approved by the Development Review Committee (DRC). The developer shall accommodate drainage for this two-lane collector road within the project drainage system.
 - c. Prior to the issuance of a CO for the 401st unit, a contract to construct the north/south road, Meadow Pointe Boulevard, from S.R. 54 to the south boundary of the MPUD Master Planned Unit Development shall have been executed and a copy provided to Pasco County, together with a performance bond adequate to ensure the completion of the said construction. (**Condition has been met.**)
 - d. Prior to the issuance of a CO for the 601st unit, construction of Meadow Pointe Boulevard as described in c. above shall have been completed and all conditions of the Development of Regional Impact (DRI)/development order (DO) and Development Agreement relating to the guarantee of the developer's obligation to construct the S.R. 56 Pipeline Project shall be completed. The construction of Meadow Pointe Boulevard as described in the Transportation/Circulation section below shall be completed prior to completion of the S.R. 56 Pipeline Project as described in the DO and Development Agreement. (**Condition has been met.**)

Open Space/Buffering

3. Wetlands (conservation/preservation areas) shall be as defined by the Pasco County Comprehensive Plan as amended and jurisdictional boundaries shall be delineated in accordance with the responsible regulatory agency; i.e., the Southwest Florida Water Management District (SWFWMD), the Florida Department of Environmental Protection, 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.
4. The developer shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association in the form of a nonprofit corporation registered with the Secretary of State, State of Florida, or, where such association currently exists, proof of good standing shall be submitted to Pasco County. This association shall provide for the maintenance of all open space, drainage areas, common areas, buffer areas, preservation/conservation areas, recreation areas, and other special purpose areas by the said association. Prior to platting the first unit or phase, homeowners'/property owners'/condominium owners'/merchants' association documents, including Articles of Incorporation with proof of being filed with the Secretary of State, State of Florida, restrictive covenants, and all exhibits, shall be submitted to the Engineering Services Department for review along with copies of instruments to be used to convey the above-mentioned areas to the said association.
5. The developer shall comply with the provisions of Pasco County Landscaping and Irrigation Ordinance No. 02-04. However, within MPUD Parcels TT and VV, and the preliminary plan of Meadow Pointe III

and IV (f.k.a. Wesley Chapel Lakes), Phase 1, Unit 1C, the width of the Type "D" buffer along Beardsley Drive (a.k.a. County Line Road) may be reduced to ten feet. This reduction is for easement width only in the aforementioned locations and does not reduce the number of plantings required by the Landscape and Irrigation Ordinance.

6. The developer shall comply with the provisions of the Pasco County Tree Protection and Restoration Ordinance (Ordinance No. 01-017) as amended.
7. The owner/developer shall convey to the County a district park site comprising a minimum of 50 contiguous, developable, upland acres on the north side of future S.R. 56 in a location acceptable to Pasco County. Of the 50 upland acres, 45.23 acres shall be eligible for credits against the land portion of the parks and recreation impact fee, subject to the requirements of the Parks and Recreation Impact Fee Ordinance. For purposes of parks and recreation impact fee credits, the acreage dedicated shall be valued at \$17,000.00 per upland acre. The County agrees to pay the developer \$17,000.00 per upland acre for the remaining 4.77 acres of uplands within 30 days of an acceptable conveyance. The owner/developer, at its sole expense, shall permit and complete all wetland mitigation to obtain 50 contiguous, developable, upland acres and shall convey such acreage no later than 18 months (March 27, 2007) from the BCC approval date (September 27, 2005) of this Notice of Proposed Change. All conveyances shall be in accordance with the Real Estate Division requirements, free and clear of all liens, excluded from the boundaries of all special districts, and exempt from covenants and deed restrictions. **(BCC accepted 47.3 acre site on 12/17/02)**

The County agrees that compliance with the requirements of Wesley Chapel Lakes DRI/DO (Resolution No. 05-334), Section E.12, fully satisfies the obligations of the project to provide or contribute district park lands under current and future Pasco County ordinances regarding such obligations. However, these requirements shall not affect any obligations of the project relating to neighborhood parks, or any obligation of the project to pay applicable parks and recreation impact fees if no credit is available pursuant to the aforementioned Section E.12 and the Parks and Recreation Impact Fee Ordinance.

8. Prior to any clearing or grubbing associated with the preliminary plan/preliminary site plan approval of any unit or phase, the developer shall submit a copy of any required Incidental Take Permit issued by the Florida Fish and Wildlife Conservation Commission to the Development Review Division (DRD).
9. Residential lot lines shall not extend into jurisdictional areas except for the purpose of squaring off lots or where permitted by other agencies. Lot encroachments into jurisdictional areas will be reviewed at the time of construction plan review and approval.
10. The developer has, pursuant to a separate agreement, conveyed real property for a school site to the District School Board of Pasco County which is depicted on Map H. The County and School Board shall, by separate agreement, provide for access and utilities to the school site.

Transportation/Circulation

11. All construction traffic is prohibited from accessing the subject property through the Meadow Pointe Subdivision. An alternative access route for construction traffic must be submitted to Pasco County for review and approval concurrently with the first preliminary/site plan submittal (Wesley Chapel Lake, Phase 1, Unit 1, preliminary plan as approved by the DRC on February 23, 2001 [DR01-531], stipulates Smith Road [original alignment, not relocated] for all construction traffic as an alternative to roads in the Meadow Pointe Subdivision).
12. The developer shall, at no cost to the County, dedicate or cause to be dedicated right-of-way for Chancey Road as shown on the attached sketch, "Proposed Chancey Road Extension," dated May 23, 2006, as a four-lane divided collector road from the MPUD Master Planned Unit Development's western boundary to the MPUD Master Planned Unit Development's eastern boundary within 30 days of Pasco County providing the legal descriptions to the developer for these right-of-way areas. The developer shall, at no cost to the County, construct a two-lane offset of such segment, in accordance with the design approved by the County and reviewed by the Meadow Pointe IV CDD District Engineer, if and when necessary to serve development in this project. The developer shall, at no cost to the County, accommodate drainage/retention, floodplain, and wetland mitigation facilities for the portion of this four-lane divided collector road located within the MPUD in accordance with SWFWMD and Pasco County criteria. The developer shall provide deeds or easements, or cause deeds or easements to be provided for these areas, within 30 days of Pasco County providing the legal descriptions to the developer for these areas. In connection with any stormwater plan approval applications adjacent to Chancey Road, the developer shall also provide calculations certified by a Florida registered professional engineer demonstrating the provided staged/storage/volume calculations comply with SWFWMD's and Pasco County's requirements for a four-lane, divided, collector roadway.
13. The developer shall construct at the developer's expense the first two lanes of Meadow Pointe Boulevard (a.k.a. north-south roadway, a.k.a. Smith Road Realignment), from S.R. 54 to the south

boundary of Meadow Pointe III and IV (f.k.a. Wesley Chapel Lakes) MPUD Master Planned Unit Development, offset within the right-of-way. The said roadway shall be designed as a collector facility with a minimum of 140 feet of right-of-way which will accommodate a six-lane divided highway, an eight-foot bicycle/pedestrian path, a four-foot sidewalk, and drainage facilities. The storm sewer system mitigation shall be sized to accommodate the six-lane, divided highway; the bicycle/pedestrian path and sidewalk.

14. Access types and locations to individual increments from S.R. 54 and S.R. 56 shall conform to the Florida Department of Transportation (FDOT) Access Management Standards, unless otherwise approved by the FDOT.
15. The intersections within the project shall be designed and constructed by the developer according to the functional classification of the road, unless specifically provided in the conditions or modified by the DRC. Sufficient right-of-way shall be dedicated to the public so that the typical intersection meets the FDOT design and construction standards. Where more right-of-way is needed to accommodate the intersection, additional right-of-way shall be dedicated by the developer. Construction shall be to current Pasco County engineering standards; however, in no instance shall intersection standards be less than those required by the *Manual of Uniform Minimum Standards, State of Florida*.
16. At each preliminary plan/preliminary site plan approval, the DRC may also require further intersection improvements. Intersection improvements shall be determined in accordance with the Pasco County Land Development Code, as amended.
17. Pasco County shall have the right to require specific dates of completion of construction for any portion of the project's roadways required to provide safe access to the increment which is subject of the submittal at the time of each preliminary plan/preliminary site plan approval.
18. Roadway stub-outs to abutting properties may be required at the time of preliminary plan/preliminary site plan review.
19. Street lighting shall be installed along Meadow Pointe Boulevard, Beardsley Drive, S.R. 56, and Chancey Road when the first adjoining increment is platted.

Access Management

20. The developer shall provide a secondary functional access and emergency access to each increment as required by the Land Development Code, as amended. Emergency access may be barricaded in a manner found acceptable by the DRD and the Emergency Services Department.

The developer shall dedicate a 120-foot right-of-way for Oldwoods Avenue from Meadow Pointe Boulevard through the southeasterly portion of Parcel DD to the eastern boundary of the MPUD Master Planned Unit Development within 180 days of receiving a written request from Pasco County. Oldwoods Avenue shall be constructed at the developer's expense as a two-lane offset collector road if and when necessary to serve development in the project. The developer shall accommodate drainage for this four-lane collector road within this project's drainage system.

21. Prior to final site/construction plan approval of any project abutting a State roadway, the owner/developer shall furnish to the DRD a Letter of Intent indicating approval and/or an approved Driveway Permit from the FDOT. Prior to the issuance of the first CO, the owner/developer shall provide a letter from the FDOT stating that the improvements within the State right-of-way have been inspected and completed to their satisfaction.
22. The number of access points to any increment or out-parcels shall be as depicted on the MPUD Master Planned Unit Development Master Plan unless otherwise approved by the DRC. Interconnected access via internal drives and parking areas shall be utilized. A master site plan for the entire increment for each of the multifamily, office, and commercial increments shall be submitted prior to approval of the first site plan approved within that increment.

Dedication of Right-of-Way

23. Meadow Pointe Boulevard, Chancey Road, S.R. 56, Beardsley Drive, and Oldwoods Avenue shall be dedicated to the public. Upon the request of the applicant at the time of preliminary plan review, internal streets within individual parcels may be private unless otherwise approved by the DRC.
24. In the case of private streets, or if Pasco County does not accept the streets for maintenance, dedication to the appropriate maintenance entity (other than Pasco County) may be approved by the DRC at the time of preliminary plan/preliminary site plan approval.

25. The applicant/owner/developer shall dedicate sufficient right-of-way for Meadow Pointe Boulevard to total 140 feet. **(Completed)**
26. The developer shall donate, provide a perpetual right-of-way easement, or transfer by plat or fee simple deed to Pasco County the appropriate amount of right-of-way for the internal and abutting roadways as they are currently functionally classified, or as they may be reclassified by a future adopted road classification map, alignment study, or Project Development and Environment Study. Sufficient right-of-way shall be donated so that the typical roadway meets FDOT standards. The developer shall transfer all right-of-way and shall provide all necessary documents and/or information pertaining to the above-mentioned transference of right-of-way for external roadways to the Pasco County Real Estate Division prior to any preliminary plan/preliminary site plan approvals. Reductions in right-of-way for County collector roads may occur, if approved by Pasco County, if road stormwater drainage is accommodated; e.g., may include urban roadway designs with a stormwater sewer system or stormwater easements into retention areas within adjoining increments.
27. The transfer of right-of-way for internal public roads shall be at the time of record plat of the abutting increment; or, where no record plat is required, the applicant/developer/owner shall transfer the said right-of-way providing all necessary documents and/or information to the Pasco County Real Estate Division prior to any preliminary site plan approval.
28. Vehicular-access rights shall be dedicated to Pasco County concurrent with final record platting for each phase of any increment or where no plat is required prior to construction plan approval along nonlocal roads except for approved access points.

Design/Construction Specifications

29. Alternative roadway design standards may be considered and approved by the DRC at the time of each preliminary plan/preliminary site plan approval.
30. The intersections of the major roadways, including S.R. 54 and S.R. 56 shall be constructed as required by the FDOT and/or the Pasco County Engineering Services Department. The developer shall pay the cost of signalization if such signalization is deemed to be necessary by the DRC and meets required FDOT and Pasco County Engineering Services Department traffic warrants.
31. The developer shall be responsible for construction of all access improvements for the project prior to or concurrent with the vertical construction of the portions of the project necessitating such improvements as determined by the County at the time of preliminary plan/preliminary site plan approval and/or at the time of issuance of access permits for the project except when the development agreement provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the DRC or DRD may also require further site access/site-related intersection improvements and site access/site-related roadway improvements. All access improvements, number of access points, spacing, and geometry of access points shall be subject to compliance with the provisions of Pasco County's access-management regulations.
32. The DRC may approve a pedestrian/bike path plan prior to approval of the first preliminary plan/preliminary site plan, which provides an alternative method of pedestrian/bike path circulation from the Pasco County Land Development Code, as amended. Such pedestrian/bike path plans shall comply with the handicapped provisions of Chapter 336.045, Florida Statutes. In the absence of an approved pedestrian/bike path plan, the following standards will apply: 1) sidewalks shall be constructed in accordance with the Pasco County Land Development Code, as amended, and shall be located along both sides of all streets; 2) bicycle lanes shall be provided along all internal roadways above local status. In lieu of bicycle lanes and one side of sidewalks, the developer may construct a ten-foot bicycle path along one side of Meadow Pointe Boulevard and an eight-foot bicycle path along one side of all other roadways above local status; and 3) bicycle facilities shall be in conformance with the FDOT *Bicycle Planning and Design Manual*.

Utilities: Drainage, Water Service, Wastewater Disposal

33. Prior the first preliminary plan/ preliminary site plan approval, the developer shall submit to the Development Services Branch for approval by the DRC a Master Drainage Plan for the entire project. The said Master Drainage Plan shall consist of a Master Drainage Report, Master Drainage Plan drawings, and all items specified within the *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. The developer agrees to accommodate for all stormwater facilities required as a result of the project and provide to Pasco County such additional lands or right-of-way as required for such drainage facilities of that portion of the existing S.R. 54 and S.R. 56 which adjoin the property which shall be indicated on the Master Drainage Plan.

34. The developer shall submit a Stormwater Management Plan and Report for each development phase or increment in accordance with the Pasco County Land Development Code, as amended. The said plans shall be approved prior to or simultaneous with application for construction plan review for the development phase/increment in question. No design for an individual increment/phase or portion of an increment/phase shall be dependent upon the ultimate construction of future increments/phases, unless an interim design for drainage is approved by the DRD.
35. Finished floor elevations for all habitable structures shall be at or above the 100-year floodplain elevation. All preliminary plan/preliminary site plan submittals shall provide 100-year flood elevation data.
36. A Master Utility Plan for the entire development shall be submitted to the Pasco County Utilities Services Branch for review and approval, prior to submittal of the first preliminary plan/preliminary site plan. This utility plan shall minimally show the following:
- Trunk sewer lines and lift stations.
 - Main potable water lines and nonpotable water lines, if applicable.
 - Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a nonpotable water system for irrigation.
 - Method of lighting all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.

Master utility plans shall be presented in a written format in conformance with the Master Utility Plan guidelines implemented by the Pasco County Utilities Services Branch. Prior to the first preliminary plan/preliminary site plan approval, the developer and Pasco County shall enter into a Utilities Service Agreement.

37. The developer shall construct all water and wastewater facilities within the development to current Pasco County standards. A complete set of instructions may be obtained from the Utilities Services Branch.

Land Use

38. The residential design standards are as follows:
- Typical Single-Family High Density
 - Minimum Lot Width of 40.00 Feet
 - Minimum Lot Depth of 80.00 Feet
 - Minimum Front-Yard Setback of 20.00 Feet from Garage and 15.00 Feet from Building
 - Minimum Side-Yard Setback of 5.00 Feet♦
 - Minimum Rear-Yard Setback of 15.00 Feet
 - Minimum Lot Area of 3,200.00 Square Feet
 - Maximum Lot Coverage of 65 Percent-Including Principal and Accessory Structures
 - Permitted in Parcels Designated Villas, Townhouse, or Multifamily, Subject to Condition No. 42.
 - Villa Lot
 - Minimum Lot Width of 70.00 Feet Per Two-Unit Structure (35.00 Feet Each)
 - Minimum Lot Depth of 110.00 Feet
 - Minimum Front-Yard Setback of 20.00 Feet from Garage and 15.00 Feet from Building
 - Minimum Side-Yard Setback of 0-10.00 Feet with a Minimum of 10.00 Feet Between Buildings♦
 - Minimum Rear-Yard Setback of 15.00 Feet
 - Minimum Lot Area of 7,700 Square Feet Per Two-Unit Structure (3,850.00 Square Feet Each)
 - Maximum Lot Coverage of 65 Percent
 - Typical Single-Family Building Arrangement (50.00-50.99-Foot-Wide Lot)
 - Minimum Lot Width of 50.00 Feet
 - Minimum Lot Depth of 100.00 Feet
 - Minimum Front-Yard Setback of 20.00 Feet for Garage and 15.00 Feet for Building
 - Minimum Side-Yard Setback of 5.00 Feet♦
 - Minimum Rear-Yard Setback of 15.00 Feet

- (6) Minimum Lot Area of 5,000.00 Square Feet
 - (7) Maximum Lot Coverage of 50 Percent—Principal Structure
 - (8) Maximum Lot Coverage of 15 Percent—Accessory Structure
- d. Typical Single-Family Building Arrangement (Minimum 60.00-Foot- Wide Lot)
- (1) Minimum Lot Width of 60.00 Feet
 - (2) Minimum Lot Depth of 100.00 Feet
 - (3) Minimum Front-Yard Setback of 20.00 Feet for Garage and 15.00 Feet for Building
 - (4) Minimum Side-Yard Setback of 5.00 Feet♦
 - (5) Minimum Rear-Yard Setback of 15.00 Feet
 - (6) Minimum Lot Area of 6,000.00 Square Feet
 - (7) Maximum Lot Coverage of 45 Percent—Principal Structure
 - (8) Maximum Lot Coverage of 15 Percent—Accessory Structure
- e. Typical Townhouse Building Arrangement
- (1) Minimum Lot Width of 15.00 Feet
 - (2) Minimum Lot Depth of 45.00 Feet
 - (3) Minimum Front-Yard Setback of 15.00 Feet
 - (4) Minimum Side-Yard Setback of 20.00 Feet Between Buildings
 - (5) Minimum Rear-Yard Setback of 15.00 Feet
 - (6) Minimum Lot Area of 2,700.00 Square Feet Per Four-Unit Structure
 - (7) Maximum Lot Coverage of 100 Percent
- f. Multifamily development shall be in conformance with the MF-1 Multiple Family Medium Density District, Section 518 Land Development Code, as amended.
- ♦ Side-yard setbacks may be reduced to five feet based upon the following conditions being met prior to construction plan approval for each phase or unit. Should the conditions not be met, the minimum side setback shall be 7.5 feet.
- The engineer of record shall provide to Pasco County signed and sealed, design calculations for each typical lot demonstrating compliance with Pasco County's drainage criteria.
 - Pasco County typical Lots A, B, and C will have side-yard swales with side-slopes no greater than 4:1 and a depth no greater than 15 inches.
 - Side-yard swales shall be sloped to create positive outfall to the front or rear of each lot with velocities no greater than allowable for grassed stabilization, as in the *FDOT Drainage Manual*.
 - Swales shall be sodded in place, and the maintenance responsibility will be that of the homeowner.
 - No obstruction shall be permitted in the swale area between houses that impairs the intended function of the swale.
 - Unless otherwise approved at the time of Building Permit review, gutters directed to the front lot line shall be installed on the side yard of the structure.
39. Concurrent with the submittal of each Building Permit for any structure/lot where distance between buildings is a development standard (e.g., Villa, Townhouse, etc.), the applicant shall identify the location and setbacks of any adjacent building(s) (by legal survey) to ensure compliance with the setback and yard regulations approved by the BCC. In lieu of a legal survey, the applicant may provide a copy of a previous tie-in survey of adjacent building(s).
40. Once development has commenced in an increment/bubble/parcel, the unit types cannot be changed (e.g., "Single-Family High Density" unit in a "Villa" parcel) without review by the Pasco County Zoning/Code Compliance Administrator and approval by the DRC.
41. Development Parcels R, S, W, and X, depicted on the Master Plan as "Retail" shall conform to the standards of the C-2 General Commercial District (Land Development Code, Section 526, as amended). Development Parcels MM and NN, depicted on the Master Plan as "Retail" shall conform to the standards of the C-1 Neighborhood Commercial (Land Development Code, Section 525, as amended). Development Parcels C and D, depicted on the Master Plan as "Office" shall conform to the PO-1 Professional Office District (Land Development Code, Section 523, as amended).

42. Upon submittal of an amendment request of the developer, and upon recommendation of the Pasco County Zoning/Code Compliance Administrator, the DRC may amend residential use designations to intensify or deintensify development; i.e., R-3 Medium Density Residential to R-4 High Density Residential, or MF-1 Multiple Family Medium Density to R-4 High Density Residential, provided that:
- a. The number of units and density does not increase by more than 20 percent within any specific increment shown on the Master Development Plan and there is a corresponding increase or decrease, as appropriate, in some other increment to indicate that the total unit cap of 3,908 is not exceeded.
 - b. If any redistribution of units is proposed pursuant to the guidelines as listed above, the developer shall submit an amended Master Development Plan to the Pasco County Zoning/Code Compliance Administrator illustrating unit redistribution. Residential use may not be intensified within any one increment, as provided above, following approval of the plat or final site plan for the first unit in that increment without review and approval by the BCC.
43. The developer may designate on the Master Development Plan a site or sites which do not exceed a total of three acres to be used for recreational vehicle storage for the exclusive use of Meadow Pointe III and IV (f.k.a. Wesley Chapel Lakes) residents. Such a site(s) shall have appropriate landscape buffering and must be approved by the Pasco County Zoning/Code Compliance Administrator. The site(s) must obtain commercial site plan approval prior to development and be owned by the mandatory homeowners'/property owners'/condominium owners' association.

Procedures

44. Unless otherwise approved by the Pasco County Emergency Services Director, when the development is record platted, or where a plat is not required, prior to issuance of the first Building Permit, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection.
45. All residential title transfers in tracts located within the Pasco Heights Road and Bridge Taxing District shall be accompanied by a buyer notification addressing the said district.
46. The developer shall annually submit to the Growth Management Department and the DRD documentation indicating the cumulative number of COs issued for the project.
47. Development shall be in accordance with the approved Master Development Plan. All plans shall be governed by the Land Development Code in effect at the time of submittal.
48. A preliminary plan/preliminary site plan must be approved for an entire increment/phase prior to any phased construction drawing approval. The maximum number of units and the density of each residential increment shall not exceed the limits shown on the Master Development Plan. A preliminary plan/preliminary site plan must also be approved for each multifamily (when developed nonfee simple), recreational vehicle, or commercial increment in its entirety prior to any phased site plan approval. Submittals shall also include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received preliminary plan/preliminary site plan approval, construction plan approval, and/or record plat approval.
49. In the event ordinances/resolutions are subsequently adopted by the BCC including, but not limited to, solid waste, public safety, or wildlife ordinances, the developer shall be required to comply with such ordinances/resolutions.
50. Development shall be in conformance with the provisions of the school impact fee ordinance (Ordinance No. 01-06, as amended).
51. No provision, condition, or master plan of this MPUD Master Planned Unit Development shall amend any condition or provision of the Meadow Pointe III and IV (f.k.a. Wesley Chapel Lakes) DRI/DO.
52. Any decisions or matters which, under the conditions of MPUD Master Planned Unit Development, require approval or allow modification by the DRC, or require approval by the Pasco County Zoning/Code Compliance Administrator may be appealed in accordance with the Land Development Code, as amended.
53. Rezoning of this property with conditions of approval does not constitute a DO, nor does it relieve any developer of responsibilities under the State of Florida Growth Management Legislation as implemented by the Florida Department of Community Affairs and Pasco County.

54. The owner/applicant is hereby notified that the effective date of this approval shall be the date of the final Pasco County action; however, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Growth Management Department.

DEVELOPER'S ACKNOWLEDGMENT:

The developer acknowledges that he has read, understood, and accepted the above-listed conditions of approval.

(Date) Maxcy Development Group Holdings -
Meadow Pointe IV, Inc.

I hereby certify on this _____ day of _____, _____, A.D., before me personally appeared owner(s)/developer(s)/applicant(s), to me known to be the person(s) described in and who executed the foregoing document and severally acknowledged the execution thereof to be his/her/their free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at _____,
County, Florida, the day and year aforesaid.

My commission expires:

(Date) Notary Public, State of _____ at Large

PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Debra M. Zampetti
Zoning/Code Compliance
Administrator

DATE: 11/9/11 FILE: ZN12-091

SUBJECT: Meadow Point IV MPUD Master
Planned Unit Development
Amendment; Parcel AA South,
Wesley Chapel Lakes DRI #166
Rezoning Petition No. 5828
Recommendation: Approve with
conditions

FROM: Dianne M. Naeyaert
Planner I

REFERENCES: Land Development Code,
Section 522.6, Modifications;
Comm. Dist 2

It is recommended that the data herein presented be given formal consideration by the Zoning/Code Compliance Administrator.

Commission District:
Project Name:
Developer Name:

The Honorable Pat Mulieri, Ed.D.
Meadow Pointe IV, Parcel AA South
Maxcy Development Group Holdings - Meadow
Pointe IV, Inc.

Location:

South of and abutting S.R. 54, approximately 3.5
miles east of I-75, extending south to the County
line in Sections 10, 15, 16, 22, 26, 27, 33, 34, and
35, Township 26 South, Range 20 East.

Parcel ID No.:

27-26-20-0000-00100-0000; 26-26-20-0000-00100-
0010; 35-26-20-0000-00100-0010; 34-26-20-0000-
00100-0000; 34-26-20-0000-00100-0026

Zoning District:
Future Land Use Classification:
Acreage:
Water/Sewage:
No. of Dwelling Units:
Type of Dwelling Unit:
Commercial Acres/Square Feet:
Other Land Use:

MPUD
RES-9 (Residential - 9 du/ga)
215.9 Acres, m.o.l.
Pasco/Pasco
129
Single-Family Detached
N/A
N/A

REQUEST:

- The applicant is proposing to amend the MPUD master plan and conditions of approval to exchange 360 Townhome lots to 129 Single-Family Detached lots in Parcel AA South.

BACKGROUND:

- Meadow Pointe IV, Parcel AA South is a portion of the Meadow Pointe III and IV MPUD and Wesley Chapel Lakes DRI # 166.
- The MPUD has been amended eight times, most recently June 27, 2011.

FINDINGS OF FACT:

- On January 11, 2011, the Board approved an amendment to the Wesley Chapel Lakes Development Order which included the ability to convert multifamily and townhouse/villa units to single family detached units via a land use equivalency rate of .61 for Multifamily and .51 for Townhouse/Villas.

ANALYSIS:

MPUD Master Planned Unit Development amendments must be reviewed in accordance with the Land Development Code (LDC), Section 522.6, Modifications, to determine if the proposed changes are substantial. The Zoning/Code Compliance Administrator shall review the record of the project and determine if any of the changes proposed are substantial or nonsubstantial in nature pursuant to the LDC, Section 522.6.C.

Based upon the criteria established within the LDC, Section 522.6.C, Modifications, the Zoning/Code Compliance Administrator has determined that the proposed amendment does not constitute a substantial change.

RECOMMENDATION:

The Zoning/Code Compliance Department staff has reviewed the applicant request and recommends approval with the attached conditions.

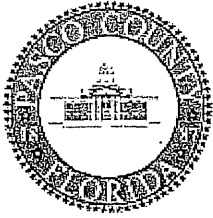
ATTACHMENTS:

1. Conditions of Approval for Rezoning Petition No. 5828
2. Location Map
3. Master Plan

ZONING/CODE COMPLIANCE DEPARTMENT ACTION:

Recommendation: Approved _____/Disapproved _____

166



PASCO COUNTY, FLORIDA

NEW PORT RICHEY
DADE CITY
LAND O' LAKES
FAX

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

PLANNING & GROWTH MANAGEMENT
DEPARTMENT
WEST PASCO GOVT. CENTER
8731 CITIZENS DRIVE
NEW PORT RICHEY, FL 34654-5598

CERTIFIED MAIL NO. 7000 0600 0024 4518 4706
RETURN RECEIPT REQUESTED

July 15, 2011

Mr. Ray Eubanks
Plan Processing Administrator
Florida Department of
Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: Wesley Chapel Lakes – Development of Regional Impact No. 166
Development Agreement

Dear Mr. Eubanks:

Enclosed please find a copy of the recorded Wesley Chapel Lakes Development of Regional Impact No. 166, Amended and Restated Development Agreement, which is hereby rendered in accordance with Section 163.3239, Florida Statutes. This development agreement was approved by the Pasco County Board of County Commissioners on June 7, 2011 and was recorded in the public records of Pasco County on July 14, 2011.

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

Sincerely,

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

Cynthia D. Spidell
Sr. Planner & DRI Coordinator

Enclosure

cc: Keith Bricklemeyer, 500 East Kennedy Blvd., Suite 200, Tampa, FL 33602
Mike Dady, 3434 Colwell Avenue, Suite 120, Tampa, FL 33614
John Meyer, Tampa Bay Regional Planning Council, 4000 Gateway Centre Blvd., Suite 100, ✓
Pinellas Park, FL 33782
Daniel Santos, Florida Department of Transportation, 11201 N. McKinley Dr., Tampa, FL 33612



2011108344

Rept: 1377870 Rec: 358.50
DS: 0.00 IT: 0.00

07/14/11 C. Farrington, Dpty Clerk

AMENDED AND RESTATED DEVELOPMENT AGREEMENT (2011) BETWEEN PASCO COUNTY, WESLEY CHAPEL LAKES, LTD., CLEARWATER BAY ASSOCIATES, INC., MAXCY DEVELOPMENT GROUP HOLDINGS - MEADOW POINTE IV, INC., PASCO HEIGHTS DEVELOPMENT CORPORATION, AND MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT FOR WESLEY CHAPEL LAKES DEVELOPMENT OF REGIONAL IMPACT NO. 166

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
07/14/11 12:14pm 1 of 42
OR BK 8573 PG 2940

This Amended and Restated Agreement (the "Restated D.A. 2011") 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 WESLEY CHAPEL LAKES, LTD., a Florida limited partnership, hereinafter referred to as "**WCL**", and CLEARWATER BAY ASSOCIATES, INC., a Florida corporation, hereinafter referred to as "**CBA**", and MAXCY DEVELOPMENT GROUP HOLDINGS - MEADOW POINTE IV, INC., a Florida corporation, hereinafter referred to as "**SPE**" (collectively "**WCL LANDOWNERS**"); and PASCO HEIGHTS DEVELOPMENT CORPORATION, a Florida corporation hereinafter referred to as "**PHDC**"; and MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government, hereinafter referred to as (the "**DISTRICT**"). PHDC, SPE and the DISTRICT are hereinafter collectively referred to as the "**DEVELOPER**."

WITNESSETH:

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

WHEREAS, on January 11, 2011, Pasco County approved an Amended and Restated Development Order approving with conditions, the Wesley Chapel Lakes Development of Regional Impact No. 166 (hereinafter "the **D.O.**") in response to a Notice of Proposed Change (**NOPC**) for DRI No. 166, 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, Table 1, attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by Phase 1 of the Project and the required improvements that are needed to be constructed to ensure

maintenance of the adopted level of service for such roadways and intersections based on the results of the transportation analysis conducted in conjunction with the NOPC application; and

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

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

WHEREAS, the D.O. establishes the amount of \$6,321,218.95 as the DEVELOPER'S proportionate share contribution for the transportation impacts of Phase I of the Project and requires the DEVELOPER to apply the proportionate share contribution toward the construction of an extension of S.R. 56 in order to mitigate the transportation impacts of Phase I of the Project; and

WHEREAS, on November 19, 2002, Pasco County approved a Development Agreement with the WCL LANDOWNERS and the DEVELOPER (the "**Original D.A.**"); and

WHEREAS, on November 25, 2008, Pasco County approved an Amended and Restated Development Agreement with the WCL LANDOWNERS and the Developer (the "**2008 DA**"); and

WHEREAS, the COUNTY has entered that certain "Right-of-Way Acquisition, Road Design, Permitting and Construction Agreement for Wiregrass Ranch/Wesley Chapel Lakes S.R. 56 Project" with Wiregrass Ranch, Inc. ("**Wiregrass**") and the DEVELOPER (the "**Joint S.R. 56 Agreement**"); and

WHEREAS, the PD&E for the S.R. 56 Extension and the Eastern Segment has been completed and approved by the COUNTY, the FDOT and the Federal Highway Administration ("**FHWA**"); and

WHEREAS, the COUNTY has approved the Wiregrass Ranch DRI Development Order (the "**Wiregrass D.O.**") with conditions requiring the construction of an expanded S.R. 56 extension from C.R. 581 to Meadow Pointe

Boulevard, which conditions affect the implementation of the Joint S.R. 56 Agreement, and the Original D.A., the D.O. and the Joint S.R. 56 Agreement have been amended accordingly; and

WHEREAS, on September 8, 2008, the COUNTY approved the S.R. 56 Roadway Agreement between Locust Branch, LLC, Pasco County, Florida and Meadow Pointe IV Community Development District, as amended on May 11, 2010 (the "S.R. 56 Roadway Agreement"), which terminated and replaced the Joint S.R. 56 Agreement; 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 S.R. 56 Extension as detailed in the S.R. 56 Roadway Agreement plus the DEVELOPER'S obligation to complete the Eastern Segment as defined therein as adequately mitigating the extra-jurisdictional impacts of Phase 1 of the Project on the significantly impacted state and regional roadways; and

WHEREAS, FDOT and the COUNTY have acknowledged and agreed that the S.R. 56 Extension as defined in the S.R. 56 Roadway Agreement will be a project of the DISTRICT, the funding for which shall be provided as set out in the S.R. 56 Roadway Agreement; and

WHEREAS, the Project has also received zoning approval as a Master Planned Unit Development by Rezoning Petition No. 5828, as amended (the "MPUD Approval"); and

WHEREAS, PHDC and CBA, having been and continuing to be in the cattle ranching business and other agricultural businesses and not in the real estate development business, and having no ability and no intention whatsoever to be real estate developers but acknowledging that the land owned by them within the Wesley Chapel Lakes DRI is subject to the obligations under the D.O. and this Restated D.A. 2011, have contracted with Devco III, LLC for the purpose of assisting in fulfilling obligations under the D.O. and this Restated D.A. (2011).

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

A. WHEREAS CLAUSES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Restated D.A. (2011).

B. PURPOSE

It is the purpose and intent of this Restated D.A. (2011) to set forth the terms and conditions of development approval for Phase I of the Project, as defined pursuant to the D.O., as the same relates to the design, right-of-way acquisition, permitting, and construction of the S.R. 56 Extension and the Eastern Segment associated with Phase I of the Project. This Restated D.A. (2011) is intended to define the terms and conditions of the COUNTY'S, the WCL LANDOWNERS and the DEVELOPER'S participation in the S.R. 56 Extension, as defined in the S.R. 56 Roadway Agreement. All terms and conditions of this Restated D.A. (2011) 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 Restated D.A. (2011) is identified on Exhibit A. The original holders of legal title are WCL, CBA, and Pasco Heights Development Corporation. Pursuant to Section 163.3239, F.S., the burdens of this Restated D.A. (2011) shall be binding upon and the benefits of the Restated D.A. (2011) shall inure to all such legal and equitable owners and their successors in interest.
2. Duration: This Restated D.A. (2011) shall be for a duration of ten (10) years from the date of execution of the Restated D.A. (2011), subject to any conditions precedent or termination provisions herein or termination by mutual agreement.
3. Development Uses of Land: The Project is designated as an MPUD Master Planned Unit Development, under the Pasco County Land Development Code, which allows those, permitted uses set forth in the MPUD Approval.
4. Public Facilities: Transportation facilities for the Project will be provided through S.R. 54 and S.R. 56, Meadow Pointe Boulevard and Beardsley Drive, subject to the provisions of this Restated D.A. (2011). Potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines along S.R. 54 at the Project entrance and through existing water and sewer lines in the Meadow

Pointe subdivision, subject to the Utilities Service Agreement with the COUNTY. 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 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 S.R. 56 Roadway Agreement, this Restated D.A. (2011) and the MPUD Approval.

6. Local Development Permits Needed: Prior to the construction of the S.R. 56 Extension and the Eastern Segment, the DEVELOPER shall obtain the necessary development approvals in accordance with the Pasco County Land Development Code. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

7. Findings: The COUNTY has found that the Project, as permitted and proposed, is consistent with those provisions of the Pasco County Comprehensive Plan that are applicable to DRI Development Order, MPUD and Development Agreement approvals. To the extent not vested, the Project will be subject to the Pasco County Land Development Code. All date extensions herein are inclusive of, and not in addition to, all applicable statutory extensions including extensions adopted in 2011.

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 other development approvals for the Project.

9. Compliance with Legal Requirements and Permitting: The failure of this Restated D.A. (2011) 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 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 and C-2. The MPUD Master Planned Unit Development and C-2 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 and COUNTY agree that the DISTRICT'S and DEVELOPER'S compliance with the terms and conditions of the S.R. 56 Roadway Agreement and this Restated D.A. (2011) will mitigate the transportation capacity impacts of Phase 1 of the Project and satisfy transportation concurrency for Phase 1 of the Project through December 31, 2013.

2. S.R. 56 Extension: The District's construction of the S.R. 56 Extension, as described in the S.R. 56 Roadway Agreement, shall also comply with all requirements of this Restated D.A. (2011) that are not in conflict with the S.R. 56 Roadway Agreement, including specifically the construction, maintenance guarantee, indemnification and insurance requirements of this Restated D.A. (2011).

3. Eastern Segment: The DEVELOPER shall be responsible for designing, permitting and, together with the WCL LANDOWNERS, dedicating all necessary right of way and easements for S.R. 56 from Meadow Pointe Boulevard to the eastern boundary of the Project as a four (4) lane divided rural cross section roadway (unless otherwise approved by FDOT and the COUNTY) with a wide median (at least 74 feet wide, unless otherwise approved by FDOT and the COUNTY) to allow the addition of two (2) interior lanes after four (4) lanes of the roadway have been constructed for an ultimate six (6) lane roadway, and constructing the first two lanes of such roadway (offset), including all shoulders, striping, signalization, signage, medians, stormwater management facilities, flood plain mitigation, wetland mitigation, guardrails, multi-modal paths, sidewalks, transit stops, frontage roads, and other roadway appurtenances, all as determined by the COUNTY, FDOT, and other permitting agencies to be necessary for the ultimate six (6) lane roadway ("Roadway Appurtenances") (the

"Eastern Segment"). DEVELOPER shall obtain 100% design approval from FDOT consistent with the previously approved PD&E, and obtain all necessary SWFWMD, Army Corp of Engineers and FDOT permits for the Eastern Segment by December 31, 2011. The DEVELOPER and WCL LANDOWNERS, shall escrow funds as described in Section H.6. below. If by January 1, 2014, such escrow funds accumulated are less than 125% of the Cost Estimate for the Eastern Segment (as defined in Section E.2.), the DEVELOPER and WCL LANDOWNERS shall post with the COUNTY, no later than January 31, 2014, a performance guarantee, in a form acceptable to the COUNTY, for one-hundred-twenty-five percent (125%) of the Cost Estimate for the Eastern Segment less any escrow funds accumulated pursuant to Section H.6. The Developer shall commence construction of the Eastern Segment as necessary to serve development in the Project, and shall complete construction of the Eastern Segment by June 30, 2015. For purposes of this Agreement, the term "commence construction" shall mean that the final COUNTY site development permit for the Eastern Segment has been issued, and the term "complete construction" shall mean that the Eastern Segment has been accepted by the COUNTY or FDOT for maintenance and any required maintenance guarantee has been delivered to the COUNTY or FDOT, unless FDOT refuses to accept the Eastern Segment for maintenance because other offsite improvements which are not the responsibility of the DEVELOPER have not been completed. In such event, "complete construction" shall mean that the County has confirmed that the roadway has been constructed in accordance with the approved plans for the Eastern Segment and is open to vehicular travel and the maintenance guarantee has been delivered to the COUNTY.

Within sixty (60) days of the 100% design approval of the Eastern Segment by FDOT and the COUNTY, or within ninety (90) days of the County's request, whichever occurs first, the Developer and WCL LANDOWNERS shall convey to the COUNTY, in accordance with section F.5. of this Restated D.A. (2011), any additional right of way or easements that are necessary for the construction of the Eastern Segment, including any right of way or easements needed for Roadway Appurtenances. The DEVELOPER shall coordinate the design and permitting of the Eastern Segment with the owners/developers of the Wyndfields MPUD to ensure

that S.R. 56 from Meadow Pointe Boulevard to Wyndfields Boulevard is designed and permitted as a unified roadway segment, and in accordance with the previously approved PD&E, and other FDOT requirements.

4. Default: If the DEVELOPER and/or WCL LANDOWNERS fail to meet any of the time frames set forth in the S.R. 56 Roadway Agreement or herein, unless extended pursuant to Section J.22. of this Restated D.A. (2011), the COUNTY may declare a default of this Restated D.A. (2011) entitling the COUNTY to enforce the terms of the S.R. 56 Roadway Agreement and this Restated D.A. (2011). Upon said default, or any other DEVELOPER and/or WCL LANDOWNERS default under this Restated D.A. (2011) or the D.O., for any development beyond 1,747 dwelling units in Phase 1, the COUNTY may require that development activities and the issuance of Phase I permits, certificates of occupancy, plats or other development approvals shall cease until the default has been cured to the satisfaction of the COUNTY.

In addition, the DEVELOPER and WCL LANDOWNERS acknowledge that, in the event of an uncured event of default hereunder, the COUNTY has the right to allow third parties to construct the Eastern Segment and to utilize the plans and permits therefore (and, upon such a default, the DEVELOPER and WCL LANDOWNERS will be deemed to have assigned the plans and permits to the COUNTY), and the COUNTY shall have the right to utilize and make available to a third party all such permits and plans for the purpose of enabling such third party to complete such improvements. In addition, in the event of a default, at the COUNTY'S request, the DEVELOPER and/or WCL LANDOWNERS shall immediately assign to the COUNTY all construction contracts, plans and permits relating to the Eastern Segment. The DEVELOPER and WCL LANDOWNERS further agree that it has no vested right in any development approval, plat or permit issued after an uncured event of default of this Restated D.A. (2011), and acknowledge and agree that the COUNTY has the right to revoke any development approval, plat or permit issued after an uncured event of default of this Restated D.A. (2011).

E. S.R. 56 PROJECT DESIGN AND PERMITTING PHASE

1. Design Requirements: All design, permitting, and construction shall be in accordance with the previously approved PD&E and the standards promulgated by FDOT in accordance with Section 336.045,

Florida Statutes. Construction plans shall comply with the FDOT Plans Preparation Manual and shall include but not be limited to cross sections, drainage, and plan/profile sheets for a four (4) lane divided rural cross-section (unless otherwise approved by FDOT) roadway. Plan/profile and cross section drainages shall indicate location(s) of drainage inlets and roadway facilities for a four (4) lane divided rural cross-section (unless otherwise approved by FDOT) roadway. 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 of the Project, shall be owned, operated and maintained by the FDOT or COUNTY subsequent to the expiration of the applicable maintenance guarantee period as more fully set forth in Section F.7. below. If roadway drainage facilities are commingled/combined with drainage facilities of the Project, all the drainage facilities shall be permitted, owned, operated and maintained by DEVELOPER or the DISTRICT; appropriate easements shall be provided to the FDOT or COUNTY for the drainage facilities associated with the S.R. 56 Extension and the Eastern Segment so the FDOT or COUNTY has the ability to maintain the facilities in the event DEVELOPER or the DISTRICT defaults on its 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 S.R. 56 Extension and the Eastern Segment are permitted and constructed separately and distinctly from those associated with other Project impacts, the FDOT or COUNTY will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and flood plain mitigation areas related to the S.R. 56 Extension and the Eastern Segment are commingled/combined with drainage facilities of the Project or any adjacent facilities or developments, all the wetland and flood plain mitigation areas shall be permitted, owned, operated and maintained by DEVELOPER; appropriate easements shall be provided to the FDOT or COUNTY for the wetland and flood plain mitigation areas associated with the S.R. 56 Extension and the Eastern Segment so the FDOT

or COUNTY has the ability to maintain the facilities in the event DEVELOPER defaults on its obligation to maintain the facilities.

2. COUNTY/FDOT Review and Approval of Design: The DEVELOPER shall complete thirty (30), sixty (60), ninety (90), and 100 percent design plans for the S.R. 56 Extension and the Eastern Segment and shall be required to submit the design plans to FDOT for review and approval based on the previously approved PD&E, and to the COUNTY for review and approval for consistency with the terms and conditions of this Restated D.A. (2011) which approval shall not be unreasonably withheld by the COUNTY. The DEVELOPER shall be required to obtain approval of the 100 percent design and right-of-way plans for the S.R. 56 Extension from FDOT prior to commencement of any bidding of the S.R. 56 Extension and the same requirements will apply to the Eastern Segment. The 100 percent design and right-of-way plans shall include an estimate of the cost of constructing the applicable improvement in accordance with the design plans, including inspection costs, and shall be certified by the District engineer, who must be duly registered in the State of Florida (hereinafter the "**Cost Estimate**"). The Developer shall provide an updated Cost Estimate for the Eastern Segment prior to November 30, 2013. All plans, once submitted to the FDOT and COUNTY, shall become the property of the FDOT and COUNTY.

3. Permitting Requirements: The DEVELOPER shall obtain any and all required permits from the COUNTY and any and all applicable local, State, and Federal regulatory agencies for the S.R. 56 Extension and the Eastern Segment.

4. County Cooperation: The COUNTY shall upon DEVELOPER'S request cooperate with the DEVELOPER in processing permit applications, and the DEVELOPER agrees to use their best efforts to expeditiously secure all permits that are necessary for the design and construction of the S.R. 56 Extension and the Eastern Segment.

5. 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 Restated D.A. (2011). All work covered under this Restated D.A. (2011) 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.

6. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities' infrastructure in conflict with the S.R. 56 Extension and the Eastern Segment. Relocation of any utilities infrastructure which is in conflict with the S.R. 56 Extension and the Eastern Segment 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. If the DISTRICT does not have authority to require the relocation of such utilities infrastructure, the COUNTY agrees upon request of DEVELOPER to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, Florida Statutes. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, DISTRICT or DEVELOPER, the DEVELOPER shall be required to bear the expense of the utility relocation, which expense shall not be eligible for impact fee credits as costs of the S.R. 56 Extension.

F. CONSTRUCTION PHASE

1. General: The DEVELOPER shall proceed and complete the construction of the S.R. 56 Extension and the Eastern Segment in accordance with the time frames set forth in the S.R. 56 Roadway Agreement and this Restated D.A. (2011) and in accordance with the final alignment, design, specification, and construction plans as approved by FDOT and with all applicable Federal, State, regional and local rules and regulations. The DEVELOPER and the COUNTY understand and agree that nothing contained herein shall

prohibit or in any way restrict the DEVELOPER'S ability in their sole discretion, to accelerate the schedule for construction of the S.R. 56 Extension and the Eastern Segment.

2. Competitive Selection of Contractors: The contract for the construction of the S.R. 56 Extension was awarded based on competitive bids as required by and in accordance with the provisions of Section 190.033, Florida Statutes. In order for the Eastern Segment to be eligible for impact fee credits for the Eastern Segment, the Eastern Segment must be competitively bid in accordance with the provisions of Section 190.033, Florida Statutes.

3. Tender of Project Area: Upon the commencement of construction, the S.R. 56 Extension area and the Eastern Segment shall be deemed to be tendered to the DEVELOPER, and the DEVELOPER shall be in custody and control of the improvements area. The DEVELOPER shall be responsible for providing a safe work zone for the public.

4. Construction Observation: The FDOT'S personnel and authorized representatives shall have the right, but not the obligation, to inspect, observe, and materials test any and all work associated with the improvements area and shall at all times have access to the work being performed pursuant to this Restated D.A. (2011). However, should the FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the FDOT shall notify the DEVELOPER, in writing, and the DEVELOPER shall, at its cost, correct the deficiencies as determined to be necessary by the engineer of record with the concurrence of FDOT. The DEVELOPER shall be solely responsible for ensuring that the S.R. 56 Extension and the Eastern Segment are constructed in accordance with the plans and specifications and required standards. Observations by the FDOT that do not discover deficiencies inconsistent with the approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER'S requirements herein.

5. Right-of-Way: Prior to the COUNTY'S acceptance of any DEVELOPER or WCL LANDOWNERS owned right-of-way, and as a condition precedent for final acceptance, the DEVELOPER shall cause such right-of-way, including right-of-way for Roadway Appurtenances within the Project, as appropriate,

to be conveyed to the COUNTY in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road or Roadway Appurtenance purposes.

6. Construction Requirements: During the construction phase of the S.R. 56 Extension and the Eastern Segment, 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. The Construction Engineering and Inspection contractor shall be approved by the COUNTY.

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

c. Be responsible for supervising and inspecting the construction of the S.R. 56 Extension and the Eastern Segment and be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.

d. Be responsible for full and complete performance of all construction activities required pursuant to this Restated D.A. (2011). The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the S.R. 56 Extension and the Eastern Segment until the Project is completed and accepted by the FDOT or the COUNTY, which acceptance shall not be unreasonably withheld.

e. Require testing by an independent lab in accordance with FDOT standards and requirements.

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 S.R. 56 Extension and the Eastern Segment are in substantial conformance with the standards established by FDOT pursuant to Section 336.045, Florida Statutes. Said certification shall conform to the standards in the industry and be in a form acceptable to FDOT.

g. Provide to the FDOT and the COUNTY copies of all design drawings, as-built drawings, and permits received for the S.R. 56 Extension and the Eastern Segment, and such information shall become the property of the FDOT and the COUNTY upon submission.

7. Maintenance Guarantee: Upon completion of the S.R. 56 Extension and Eastern Segment and final acceptance by the COUNTY and/or FDOT in accordance with the County Engineering Inspections Division certification as required in this section, the DEVELOPER or DISTRICT, as applicable, and its construction contractor shall be required to guarantee that the S.R. 56 Extension and Eastern Segment and all work performed is free from defects in workmanship or materials by completing an initial maintenance period and providing a Maintenance Guarantee valid for the entire initial maintenance period plus six (6) months. The monetary amount which shall be made available to the COUNTY under the terms of the Maintenance Guarantee shall be equal to fifteen (15) percent of the cost of the project. The amount shall be based on the engineer's own estimate amounts or an estimate established by multiplying the actual unit quantity by the unit costs contained in Engineering Services Department: A Procedural Guide for the Preparation of Assurances of Completion and Maintenance (as may be subsequently amended). The form of the Maintenance Guarantee shall be in accordance with the aforementioned Procedural Guide for the Preparation of Assurances of Completion and Maintenance, which may include a CDD Maintenance Guarantee. The initial maintenance period shall be three (3) years commencing on the date of acknowledgement of completion and acceptance of a Maintenance Guarantee in accordance with this section, provided, however that the initial Maintenance Guarantee shall be terminated and the Maintenance Guarantee shall no longer be required by COUNTY if FDOT instead of the COUNTY accepts the improvements for maintenance. If FDOT accepts the improvements for maintenance, then the DEVELOPER shall comply with the maintenance guarantee requirements of FDOT. The DEVELOPER shall be responsible for maintaining the project during the initial maintenance period and, if any part of the project should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY. In the event the DEVELOPER or DISTRICT, as applicable, does not maintain the project during the initial maintenance period, the County

Administrator shall notify the DEVELOPER or DISTRICT, as applicable, in writing via certified mail, return receipt requested, of the areas that require maintenance. The DEVELOPER or DISTRICT, as applicable, shall have sixty (60) days from receipt of the notice to perform the required maintenance to the satisfaction of the County Administrator or be in default of the Maintenance Guarantee, unless a longer time is agreed upon between the DEVELOPER or DISTRICT and the County Administrator. The DEVELOPER shall also be responsible for requesting, in writing, a final inspection from the Pasco County Engineering Inspections Division not before ninety (90) days prior to the termination of the initial maintenance period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify the DEVELOPER via certified mail, return receipt requested, postmarked within thirty (30) days of such request, providing a list of deficiencies of items to be remedied by the DEVELOPER before the expiration of the maintenance period. In the event the DEVELOPER does not remedy the deficiencies before the expiration of the maintenance period, the DEVELOPER shall be in default of the Maintenance Guarantee. This remedy for correction is a contractual obligation that is a cumulative and not exclusive remedy. Upon completion of construction of the improvements and final inspection by the COUNTY as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the applicable Maintenance Guarantee, the COUNTY or FDOT shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined. Upon the remedy of any identified defects to the satisfaction of the County Administrator, but no sooner than the completion of the applicable maintenance period, the County Administrator may recommend to the Board of County Commissioners the release of the Maintenance Guarantee. In addition to the foregoing, the DEVELOPER or DISTRICT, as applicable, shall comply with any maintenance guarantee requirements of FDOT, if required by FDOT, and if such requirements are more stringent than the COUNTY'S requirements.

G. SATISFACTION OF DEVELOPER'S TRAFFIC MITIGATION OBLIGATION

Compliance by the DISTRICT and the DEVELOPER with their obligations under the S.R. 56 Roadway Agreement and this Restated D.A. (2011) shall fully mitigate the transportation capacity impacts of

and satisfy transportation concurrency for Phase 1 of the Project in accordance with Section 380.06, Florida Statutes, and Rule 9J-2.045, F.A.C. Nothing in this Restated D.A. (2011) shall be considered a waiver or fulfillment of DEVELOPER'S obligations to mitigate the transportation impacts of Phases II, III and IV of the Project in accordance with the D.O.

H. IMPACT FEES AND IMPACT FEE CREDITS

1. Transportation Impact Fees: The DEVELOPER shall pay impact fees and be entitled to impact fee credits or reimbursements in accordance with the County's Transportation Impact Fee Ordinance as amended (the "**Impact Fee Ordinance**") the S.R. 56 Roadway Agreement and this Restated D.A. (2011).
2. Project Improvements: Design, permitting, right of way dedication and construction costs for on-site Project access improvements (including, but not limited to, acceleration, deceleration, storage lanes, turn lanes, traffic signage and striping, and signalization, if warranted pursuant to the Manual on Uniform Traffic Control Devices and approved by the regulating agencies, improvements at the S.R. 56/Meadow Pointe Boulevard intersection, and other improvements to accommodate Project traffic at intersections of collector and/or arterial roads within the Project), shall be included in the design, permitting, right of way dedication and construction of S.R. 56, and are the responsibility of the DEVELOPER and are not eligible for impact fee credits or reimbursements, except as provided in the S.R. 56 Roadway Agreement.
3. Roadway Drainage Facilities: If S.R. 56 Extension and the Eastern Segment related roadway drainage facilities are commingled with Project-related drainage facilities, the portions of the design, permitting and construction costs for Project-related drainage facilities are not eligible for impact fee credits.
4. Wetland and Floodplain Mitigation: If S.R. 56 Extension and the Eastern Segment related wetland and floodplain mitigation areas are commingled with Project-related wetland and floodplain mitigation areas, the portions of the design, permitting, and construction costs for Project-related mitigation are not eligible for impact fee credits.

5. Transfer of Credits: Impact fee credits pursuant to the S.R. 56 Roadway Agreement, this Restated D.A. (2011) and the D.O. can only be transferred outside the Project upon buildout of the Project in accordance with the D.O. and in accordance with the Impact Fee Ordinance, as amended. Transfers of credits within the Project shall be in accordance with the S.R. 56 Roadway Agreement and the Impact Fee Ordinance.

6. Funding: Funding for the improvements required by this Restated D.A. (2011) shall be provided as required under the S.R. 56 Roadway Agreement, except for the Eastern Segment, which shall be funded as set forth herein.

(a) Pursuant to Section 5 of the S.R. 56 Roadway Agreement, the COUNTY agreed to assign Transportation Impact Fee (TIF) Credits to the District for creditable expenses related to the S.R. 56 Extension that exceeded the WCL TIF paid to the COUNTY as of the date of the S.R. 56 Roadway Agreement. The District assigns those TIF Credits to WCL LANDOWNERS who contributed to the costs of the S.R. 56 Extension for the benefit of their land. The WCL LANDOWNERS will fund the costs of the Eastern Segment by monetizing their TIF Credits or their equivalent in mobility fee credits by selling them to builders, homebuyers, or others in the Project and, if allowed by future ordinance(s), by reimbursement of these credits from the COUNTY pursuant to Subsection 6(d). Upon the effective date of this DA, the DEVELOPER and WCL LANDOWNERS shall deposit to the Escrow Account as defined below an amount at least equal to the TIF or roadway portion of the Mobility Fee due for each residential or nonresidential lot that is sold within the Project (DEVELOPER's Escrow Amount) and shall issue the lot buyer TIF/Mobility Credit Letters for the same amount until the Escrow Account is fully funded as described herein. In the event the Wyndfields project or another third party posts a performance guarantee for the Eastern Segment or in the event that the DEVELOPER or WCL LANDOWNERS have posted a performance guarantee pursuant to Section 3 above, the DEVELOPER and WCL LANDOWNERS shall continue to deposit the DEVELOPER's Escrow Amount into the Escrow Account until the total amount deposited into the Escrow Account for the Eastern Segment is sufficient for construction of the Eastern Segment, as determined by the COUNTY based on the Cost Estimate or actual

construction contract amount for the Eastern Segment; provided that if the DEVELOPER or the WCL LANDOWNERS have posted a performance guarantee, such performance guarantee may be reduced from time to time by the amounts deposited into the Escrow Account.

(b) The parties agree that the proceeds of the monetized Impact Fee or Mobility Fee Credits as described in Subsection 6.(a) above will be deposited with and held in escrow by U.S. Bank National Association as Trustee (Trustee) under a Construction Escrow Agreement among the Trustee, the District and the COUNTY (Escrow Account), which shall name the Wyndfields developer as a third party beneficiary. The Construction Escrow Agreement shall be approved and executed prior the issuance of the next building permit after the effective date of this DA, but in any event no later than ninety (90) days from the approval of this Restated DA (2011). The County shall only accept TIF payment from the DEVELOPER and the WCL LANDOWNERS in lieu of TIF/mobility fee credit letters for the period between the effective date of this DA until the effective date of the Construction Escrow Agreement. Within 60 days of the effective date of the Construction Escrow Agreement, the County shall transfer any funds collected between the effective date of this DA and the effective date of the Construction Escrow Agreement to the Escrow Account. The Construction Escrow Agreement for the Eastern Segment funding shall be similar in structure to the Construction Escrow Agreement being used for the S.R. 56 Extension, provided that it shall require that the funds held by the Trustee shall be used only for costs related to completing the Eastern Segment.

(c) The parties further agree that if the COUNTY or the developer of the Wyndfields project, or another third party approved by the WCL LANDOWNERS and the COUNTY wishes to construct the Eastern Segment prior to the DEVELOPER constructing the Eastern Segment, the DEVELOPER and the WCL LANDOWNERS agree to allow the COUNTY, the developer of the Wyndfields project or other approved third party access to the escrowed funds to pay for the costs to complete the Eastern Segment in accordance with the Construction Escrow Agreement for the Eastern Segment, and the Construction Escrow Agreement shall direct the Trustee to disburse the escrowed funds accordingly. In addition, the DEVELOPER and the WCL LANDOWNERS shall cause the Construction Escrow Agreement to provide that, in the event of an uncured

event of default under this Restated D.A. (2011), the Trustee under the Construction Escrow Agreement will release to the COUNTY immediately upon the COUNTY's demand therefore, the escrowed funds for use by the COUNTY, the developer of the Wyndfields project or a third party in constructing the Eastern Segment.

(d) The COUNTY shall reimburse the DEVELOPER and WCL LANDOWNERS for TIF credits in accordance with the ordinance enacting mobility fees or other future generally applicable transportation infrastructure funding ordinance to the extent such ordinance(s) allow for such reimbursements (County Reimbursement). If the County Reimbursement is allowed, the COUNTY shall remit County Reimbursements into the Escrow Account. Upon remittance of the County Reimbursement, an equal amount of TIF/Mobility Fee credit will be extinguished from the Wesley Chapel Lakes / Meadow Pointe 3&4 TIF Credit account, or equivalent Mobility Fee Credit account (Credit Account). The County Reimbursements shall cease when the Credit Account has been extinguished, either as a result of the County Reimbursements or the sale of credits pursuant to Subsection 6(a). At the point where the County Reimbursement is anticipated to extinguish the Credit Account, a reconciliation of such Credit Account will be necessary in anticipation of closing-out the Credit Account, discontinuing future County Reimbursements, and discontinuing the COUNTY's acceptance of TIF Credit Letters. Once 125% of the Cost Estimate for the Eastern Segment has accumulated in the Escrow Account, the Trustee may distribute any County Reimbursements in excess of 125% of the Cost Estimate for the Eastern Segment to the DEVELOPER or WCL Landowners in accordance with any private agreement(s) among such parties.

(e) The Escrow Agreement shall include a requirement for the Trustee to issue monthly Escrow Statements that will include individual deposit amounts and the corresponding addresses/permit numbers for each deposit. The Escrow Agreement shall also include a requirement that the Trustee provide the COUNTY with all expenditure details (vendor(s), invoice number(s), check number(s), posting date(s), requisition number(s), and payment amount(s)) once construction for the Eastern Segment begins.

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 their agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY or FDOT may sustain, suffer, or incur, or be required to pay by reason of DEVELOPER'S fraud, defalcation, or dishonesty; or arising out of any negligent act, action, or omission by the DEVELOPER or the DISTRICT, respectively, during the performance of this Restated D.A. (2011), any work under this Restated D.A. (2011), or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER'S or the DISTRICT'S negligent maintenance of the property over which the DEVELOPER or the DISTRICT, respectively, has control; or by reason of a judgment over and above the limits provided by the insurance required under this Restated D.A. (2011); or by any defect in the condition or construction of the improvements required hereunder, except that neither the DEVELOPER nor the DISTRICT will be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the 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 paragraph E.5. of this Restated D.A. (2011). Each party's obligation to indemnify, defend, and pay for the defense, or at the COUNTY'S or FDOT'S option participate and associate with the COUNTY or FDOT in the defense and trial of any damage claim or suit and any related settlement negotiations shall arise within seven (7) days of receipt by said party of the COUNTY'S or FDOT'S written notice of claim for indemnification to the said party. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Section J.5. The party's obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of a party's inability to evaluate liability or because the a party evaluates liability and determines said party is not liable or determines the COUNTY or FDOT is solely negligent. Only a final adjudication judgment finding the COUNTY solely negligent shall excuse performance of this provision by the DEVELOPER and the DISTRICT. If a judgment finding the COUNTY or FDOT solely negligent is appealed

and the finding of sole negligence is reversed, the DEVELOPER or the DISTRICT as applicable shall be obligated to indemnify the COUNTY or FDOT for the cost of the appeal(s). The DEVELOPER or the DISTRICT as applicable shall pay all costs and fees related to this obligation and its enforcement by the COUNTY or FDOT.

2. Insurance:

a. General: No work shall commence on the roadway improvements 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 Restated D.A. (2011), the DEVELOPER and the DISTRICT 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 and the DISTRICT shall require the engineers and/or general contractor to provide to the DEVELOPER, the DISTRICT, 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 and the DISTRICT 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 DISTRICT and the contractor for the Project.

(3) All policies of insurance required by this Restated D.A. (2011) shall require that the insurer deliver to the COUNTY, FDOT, the DISTRICT 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, the DISTRICT, and the DEVELOPER, addressed to the parties as described in Subsection J.5 below. In the event of any reduction in the aggregate limit of any policy, the DEVELOPER and the DISTRICT shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

(4) The DEVELOPER and the DISTRICT 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 or FDOT, the DISTRICT and the DEVELOPER which is applicable to the work provided for in this Restated D.A. (2011). 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 Restated D.A. (2011).

(6) The insurance coverages and limits that the DEVELOPER and the DISTRICT shall require from the engineers and/or contractor under this Restated D.A. (2011) are designed to meet the minimum requirements of the COUNTY. They are not designed as a recommended insurance program. The DEVELOPER and the DISTRICT shall notify the engineers and/or contractor that the engineers and/or contractor shall be responsible for the sufficiency of their 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 and the DISTRICT 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 Restated D.A. (2011), the COUNTY may, at its option, either terminate this Restated D.A. (2011) for default or require the DEVELOPER or the DISTRICT to procure and pay for such coverage at its own expense. A decision by the COUNTY to require the DEVELOPER or the DISTRICT 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 or DISTRICT'S obligations under this Restated D.A. (2011)

(9) All insurance policies that the DEVELOPER and the DISTRICT shall require the engineers and/or contractor to obtain pursuant to this Restated D.A. (2011), other than Workers' Compensation and Employer's Liability Policy, shall specifically provide that the COUNTY; FDOT; the COUNTY Engineer; and each of their elected officers, their employees, and agents shall be "additional insureds" under the policy and shall also incorporate a severability of interests provision. All insurance coverages required herein shall apply to all engineers' and/or contractors' activities and any subcontractor's activities for the 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 and the DISTRICT 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.

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

(2) Commercial General Liability Insurance: The DEVELOPER and the DISTRICT 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 and the DISTRICT shall require coverage to be maintained by the engineers and/or contractor as to the ownership; maintenance; and use of all owned, nonowned, leased, or hired vehicle and employee's nonownership with limits of not less than:

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

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

(4) Excess Liability Insurance: The DEVELOPER and the DISTRICT 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 and the DISTRICT shall require that the engineers maintain standard professional liability insurance in the minimum amount of One Million and 00/100 Dollars (\$1,000,000) per occurrence.

(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 or FDOT must clearly indicate whether the coverage is on a claims made basis. Should coverage be afforded on a claims made basis, the DEVELOPER and the DISTRICT shall require the consultant to be obligated by virtue of this Restated D.A. (2011) 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 Restated D.A. (2011).

J. GENERAL PROVISIONS

1. Independent Capacity: The DEVELOPER, the DISTRICT and any consultants, contractors, or agents are, and shall be, in the performance of all work, services, and activities under this Restated D.A. (2011), independent contractors, and not employees, agents, or servants of the COUNTY or joint venturers with the COUNTY. Neither the DEVELOPER nor the DISTRICT has the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Restated D.A. (2011). The COUNTY shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the DEVELOPER or the DISTRICT in connection with this Restated D.A. (2011), or for debts or claims accruing to such parties against the DEVELOPER or the DISTRICT. 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 or the DISTRICT as a result of actions pursuant to this Restated D.A. (2011).

2. Termination: The COUNTY may terminate this Restated D.A. (2011) upon the DEVELOPER'S failure to comply with the terms and conditions of this Restated D.A. (2011). The COUNTY shall provide the DEVELOPER, the DISTRICT and WCL with a written Notice of Termination, stating the COUNTY'S intent to terminate and describing those terms and conditions with which the DEVELOPER or the DISTRICT has failed to comply. If the DEVELOPER or the DISTRICT has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the COUNTY may terminate this Restated D.A. (2011) without further notice and the DEVELOPER shall not be entitled to further permits or approvals for the Project beyond those allowed pursuant to the MPUD Approval, as the same may be amended from time to time, until the COUNTY has determined that the DEVELOPER is proceeding in compliance with this Restated D.A. (2011). This paragraph is not intended to replace any other legal or equitable remedies available to COUNTY under Florida law or under this Restated D.A. (2011), but it is in addition thereto.

3. Contracts: All contracts entered into by the DEVELOPER or the DISTRICT pursuant to the Restated D.A. (2011) shall be made in accordance with all applicable laws, rules, and regulations; shall be

specified by written contract or Restated D.A. (2011); and shall be subject to each paragraph set forth in this Restated D.A. (2011). The DEVELOPER and the DISTRICT 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 and the DISTRICT shall cause all of the relevant provisions of this Restated D.A. (2011) in its entirety to be included and made a part of any contract for the S.R. 56 Extension and the Eastern Segment.

b. The DEVELOPER and the DISTRICT agree 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 and the DISTRICT shall provide certification to the COUNTY, under the seal and signature of a registered professional engineer that the S.R. 56 Extension and the Eastern Segment have been constructed in accordance with the standards promulgated by FDOT in Section 336.045, Florida Statutes; the PD&E Study, COUNTY standards, the contract documents, and this Restated D.A. (2011).

5. Notice: Whenever any party gives notice to any other party concerning any of the provisions of this Restated D.A. (2011), 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:

WCL Wesley Chapel Lakes, Ltd.
Attention: Jared Brown
635 Court Street, Suite 120
Clearwater, FL 33756-5512

PHDC Pasco Heights Development Corporation
Attention: Lee E. Arnold, Jr.
311 Park Place Boulevard - Suite 600
Clearwater, FL 33759

CBA Clearwater Bay Associates, Inc.
Attention: Lee E. Arnold, Jr.
311 Park Place Boulevard - Suite 600
Clearwater, FL 33759

SPE Maxcy Development Group Holdings - Meadow Pointe IV, Inc.
Attention: Harry Lerner
3434 Colwell Avenue, Suite 120
Tampa, FL 33614

With a copy to:

Keith W. Bricklemyer, Esq.
Bricklemyer Smolker & Bolves, P.A.
500 East Kennedy Boulevard, Suite 200
Tampa, FL 33602-4825

DISTRICT Meadow Pointe
IV Community Development District
Attention: Mark Straley, Esq.
Straley & Robin
1510 W. Cleveland Street
Tampa, FL 33606

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

FLORIDA DEPARTMENT OF TRANSPORTATION
Planning Manager, District Seven
11201 N. McKinley Drive
Tampa, Florida 33612

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

6. Entire Agreement: This Restated D.A. (2011) and the S.R. 56 Roadway Agreement embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this Restated D.A. (2011) supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written, provided, however, that nothing shall relieve the DEVELOPER of any development approval or D.O. requirements or

conditions previously imposed or authorized to be imposed under the COUNTY'S Land Development Code for future permits required by the DEVELOPER.

7. Modification: Neither this Restated D.A. (2011), 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 Restated D.A. (2011) 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 Restated D.A. (2011) shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

9. Contact Execution: This Restated D.A. (2011) may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

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

11. Headings: All article and descriptive headings of paragraphs in this Restated D.A. (2011) 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 Restated D.A. (2011) 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 Restated D.A. (2011) 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 Restated D.A. (2011) 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 Restated D.A. (2011), and in the event any ambiguity should be realized in the

construction or interpretation of this Restated D.A. (2011), the result of such ambiguity shall be equally assumed and realized by each of the parties to this Restated D.A. (2011).

14. Cancellation: This Restated D.A. (2011) may be canceled by mutual consent of the parties to the agreement.

15. Third Party Beneficiaries: Except where this Restated D.A. (2011) specifically benefits FDOT, nothing in this Restated D.A. (2011) shall be construed to benefit any person or entity not a party to this Restated D.A. (2011).

16. Strict Compliance with Laws: The DEVELOPER and the DISTRICT agree that acts to be performed by them in connection with this Restated D.A. (2011) shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.

17. Nondiscrimination: The DEVELOPER and the DISTRICT will not discriminate against any employee employed in the performance of this Restated D.A. (2011) or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER and the DISTRICT shall insert a similar provision in all contracts for the S.R. 56 Extension and the Eastern Segment.

18. Signatories Authority: By the execution hereof, the parties covenant that the provisions of this Restated D.A. (2011) have been duly approved and signatories hereto are duly authorized to execute this Restated D.A. (2011).

19. Right-of-Way Use Permits: The DEVELOPER or the DISTRICT shall obtain all appropriate Right-of-Way Use Permits from the COUNTY and FDOT.

20. Controlling Law: This Restated D.A. (2011) shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Restated D.A. (2011) shall be in Pasco County, Florida.

21. Successors and Assigns: The terms of this Restated D.A. (2011) shall run with the land and be binding upon the DEVELOPER, the DISTRICT and their respective successors and assigns. Any party may assign this Restated D.A. (2011) and any or all of its rights and obligations hereunder with the consent of the

other parties to this Restated D.A. (2011), which consent should not be unreasonably withheld or delayed, to any person, firm, corporation or other entity, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereto, and shall, for all purposes hereof, be substituted for such participant. Until such time as an assignment is consented to by the COUNTY, each of the parties to this Restated D.A. (2011) referred to collectively as DEVELOPER shall be jointly and severally liable for the performance of the DEVELOPER'S obligations set forth in this Restated D.A. (2011). The COUNTY, at its option, may assume any of the rights and obligations of FDOT set forth in this Restated D.A. (2011).

22. Force Majeure: In the event that the performance by the DEVELOPER or the DISTRICT of the commitments set forth in this Restated D.A. (2011) shall be interrupted or delayed by war, riot, civil commotion or natural disaster, then the DEVELOPER or the DISTRICT shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, as reasonably determined by the COUNTY. Further, in the event that performance by the DEVELOPER or the DISTRICT of the commitments set forth in this Restated D.A. (2011) shall be interrupted or delayed in connection with acquisition of necessary governmental approvals for the construction of the Eastern Segment and which interruption or delay is caused through no fault of the DEVELOPER or the DISTRICT, then the DEVELOPER or the DISTRICT shall submit documentation regarding such event(s) to Pasco County for review and concurrence. If such documentation shows that such event(s) have taken place, then the DEVELOPER or the DISTRICT 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 Restated D.A. (2011). Force majeure events for the S.R. 56 Extension shall be governed by the force majeure provision of the S.R. 56 Roadway Agreement.

23. Interpretation: This Restated D.A. (2011) has been reviewed and revised by legal counsel for the COUNTY, the DISTRICT and the DEVELOPER, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Restated D.A. (2011).

24. Further Actions: The DEVELOPER and the COUNTY agree that if the provisions of this Restated D.A. (2011) necessitate conforming amendments to the S.R. 56 Roadway Agreement or the D.O., the parties agree to expedite the processing of said amendments.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Restated D.A. (2011) on the dates set forth below.



BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: Paula S. O'Neil
PAULA S. O'NEIL, PH.D., CLERK & COMPTROLLER

BY: Ann Hildebrand
ANN HILDEBRAND, CHAIRMAN

DATE: APPROVED

JUN 07 2011

BOCC
WESLEY CHAPEL LAKES, LTD.

WITNESSES:

Karen D. Hixson
Phil 7009

BY: [Signature]
TITLE: PRES.
DATE: 7/5/11

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 5th (date), by July, 2011 (name of officer or agent, title of officer or agent acknowledging) of

pt

WESLEY CHAPEL LAKES, LTD. He/she is personally known to me or who has produced
N/A (type of identification) as identification.

Seal:



Terri L. Ashcraft
NOTARY

WITNESSES:

[Signature]
[Signature]

CLEARWATER BAY ASSOCIATES, INC.

BY: [Signature]

TITLE: PRESIDENT

DATE: 7/05/2011

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 5th
(date), by Lee E. Arnold, Jr (name of officer or agent, title of officer or agent acknowledging) of
CLEARWATER BAY ASSOCIATES, INC. He/she is personally known to me or who has produced
(type of identification) as identification.

Seal:



Terri L. Ashcraft
NOTARY

WITNESSES:

[Signature]
[Signature]

PASCO HEIGHTS DEVELOPMENT CORPORATION

BY: [Signature]

TITLE: PRESIDENT

DATE: 7/05/2011

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 5th

(date), by July 2011 (name of officer or agent, title of officer or agent acknowledging) of PASCO HEIGHTS DEVELOPMENT CORPORATION. He/she is personally known to me or who has produced N/A (type of identification) as identification.

Seal:



Terril Ashcraft
NOTARY

WITNESSES:

MEADOW POINTE IV COMMUNITY
DEVELOPMENT DISTRICT

[Signature]
Adrian Bell

BY:

TITLE:

DATE:

Sandra Bell
Chairman
July 7, 2011

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this July 7, 2011
(date), by Sandra Bell, Chairman (name of officer or agent, title of officer or agent acknowledging) of MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal:



[Signature]
NOTARY

WITNESSES:

[Signature]
[Signature]

MAXCY DEVELOPMENT GROUP HOLDINGS - MEADOW
POINTE IV, INC.

BY:

TITLE:

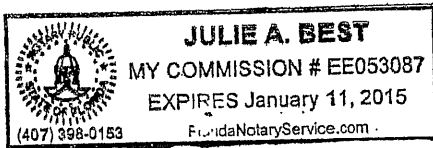
DATE:

[Signature]
President
7-13-11

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this July 13, 2011
(date), by Harry Lerner (name of officer or agent, title of officer
or agent acknowledging) of MAXCY DEVELOPMENT GROUP HOLDINGS - MEADOW POINTE IV, INC. He/she is
personally known to me or who has produced Known (type of identification) as identification.

Seal:



[Signature]
NOTARY

Table of Exhibits

Exhibit A - Legal Description

Exhibit B - Table 1 - Roadway and Intersection Improvements

Legal Description

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 36 lying North of the Northerly right-of-way line of Strickland Road and a portion of the Southeast 1/4 of Section 32, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north 89°55'06" west, 1833.08 feet along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Phase one as shown on Plat recorded in Plat Book 15, Pages 118 through 120 inclusive and the South boundary line of Fox Ridge-Phase two unit two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North 00°00'22" East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South 89°59'38" East, 261.58 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 148.67 feet along said Westerly boundary line; thence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 148.67 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 290.50 feet along said Westerly boundary line; thence North 89°59'38" West, 150.00 feet along said Westerly boundary line; thence North 00°00'22" East, 480.00 feet along said Westerly boundary line; thence North 02°34'00" East, 163.79 feet along said Westerly boundary line; thence North 07°03'20" West, 138.09 feet along said Westerly boundary line; thence North 19°22'38" West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concave to the left along said Westerly boundary line, having a radius of 42.90 feet, a chord of 40.57 feet bearing North 38°30'17.9" East; thence 22.28 feet along the arc of a curve concave to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 45°05'42.5" East, thence North 70°37'22" East, 221.95 feet along said Westerly boundary line; thence North 19°22'38" West, 40.00 feet along said Westerly boundary line; thence South 70°37'22" West, 221.95 feet along said Westerly boundary line; thence 22.28 feet along the arc of a curve concave to the right along said

Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 83°50'38.8" West; thence 30.41 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 62.50 feet, a chord of 30.11 feet bearing North 72°15'37.1" West; thence North 19°22'38" West, 446.82 feet along said Westerly boundary line; thence North 70°37'22" East, 265.40 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 126.56 feet along said Westerly boundary line; thence North 19°22'38" West, 333.79 feet along said Westerly boundary line; thence North 71°20'47" East, 266.18 feet along said Westerly boundary line; thence North 19°22'38" West, 382.90 feet along said Westerly boundary line; thence 156.92 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 920.00 feet, a chord of 156.73 feet bearing North 78°30'33.1" East; thence North 70°37'22" East, 157.12 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 138.36 feet along said Westerly boundary line; thence North 00°20'59" East, 238.36 feet along said Westerly boundary line; thence South 77°04'41" West, 1159.01 feet along the Southerly boundary line of Fox Ridge Phase Two Unit Four as shown on Plat recorded in Plat Book 19, Pages 113, 114, and 116 of the Public Records of Pasco County, Florida; thence South 19°22'38" East, 159.38 feet along aforesaid Southerly boundary line; thence North 89°29'01" West, 190.00 feet along aforesaid Southerly boundary line; thence South 07°52'46" East, 264.78 feet along aforesaid Southerly boundary line; thence South 70°37'22" West, 155.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right, along aforesaid Southerly boundary line; having a radius of 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West; thence South 70°37'22" West, 60.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right along aforesaid Southerly boundary line, having a radius of 25.00 feet, a chord of 35.36 feet bearing South 25°37'22" West; thence South 70°37'22" West, 173.30 feet along aforesaid Southerly boundary line; thence 141.39 feet along the arc of curve concaved to the right along aforesaid Southerly boundary line, having a radius of 417.94 feet, a chord of 140.72 feet bearing South 80°18'52" West; thence North 00°00'22" East, 978.93 feet along the West boundary line of said Fox Ridge Phase Two Unit Four; thence North 00°20'59" East, 3962.43 feet along aforesaid West boundary line and its North extension, also being the West boundary line of Fox Ridge Phase Two Unit Three and its North and South extension as shown on Plat recorded in Plat Book 19, Pages 42 through 45 inclusive of the public records of Pasco County, Florida; thence North 89°32'44" East, 1280.00 feet; thence North 00°23'46" East, 504.21 feet along the West boundary line of Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat Book 18, pages 51 through 54 inclusive of the public records of Pasco County, Florida; thence South 89°29'04" West, 497.71 feet;

EXHIBIT "A"

thence North 00°23'46" East, 1433.31 feet to a point on the southerly right-of-way line of County Road No. 54 as now established; thence North 64°23'47" West, 1331.53 feet along said southerly right-of-way line; thence South 00°03'51" West, 1200.29 feet; thence South 00°26'12" West, 1321.74 feet along the approximate maintained centerline of Smith Road and its South extension as now established; thence South 89°31'38" West, 167.04 feet; thence South 57°42'55" West, 327.80 feet; thence South 62°34'40" West, 528.92 feet; thence South 19°39'09" West, 177.19 feet to a point on the West boundary line of said Section 15; thence South 00°23'19" West, 3192.61 feet along the West boundary line of said Section 15 to the Southwest corner of said Section 15, also being the Northwest corner of said Section 22; thence South 00°03'23" West, 3678.07 feet along the West boundary line of said Section 22; thence South 89°58'06" East, 270.00 feet; thence South 00°03'23" West, 1600.00 feet parallel to the West boundary line of said Section 22; thence South 00°15'55" West, 815.00 feet parallel to the West boundary line of said Section 27; thence North 89°58'06" West, 270.00 feet to a point on the West boundary line of said Section 27; thence South 06°15'55" West, 4472.16 feet along the West boundary line of said Section 27 to the Southwest corner of said Section 27, also being the Northwest corner of Section 34; thence South 00°10'16.5" West, 3969.28 feet along the West boundary line of said Section 34 also the East boundary line of said Section 33; thence North 89°53'20" West, 1340.04 feet; thence South 00°16'00" West, 1264.47 feet to a point on the northerly right-of-way line of Strickland Road as now established; thence North 73°44'23" East, 1035.90 feet along said northerly right-of-way line; thence North 84°27'34" East, 68.25 feet along said northerly right-of-way line; thence South 74°53'42" East, 466.42 feet along said northerly right-of-way line; thence North 89°58'18" East, 502.09 feet along said northerly right-of-way line, also being the South boundary line of said Section 33; thence North 63°12'07" East, 1182.47 feet along said northerly right-of-way line; thence North 87°58'49" East, 1413.82 feet along said northerly right-of-way line; thence South 76°37'16" East, 2500.05 feet along said northerly right-of-way line to a point on the South boundary line of the Southeast 1/4 of said Section 34; thence North 89°58'34" East, 579.61 feet along the South boundary line of the Southeast 1/4 of said Section 34 to the Southeast corner of said Section 34, also being the Southwest corner of said Section 35; thence North 89°54'26" East, 780.00 feet along the South boundary line of the Southwest 1/4 of said Section 35; thence North 00°09'14" East, 5288.57 feet parallel to the West boundary line of said Section 35 to a point on the North boundary line of said Section 26; thence North 00°15'13" East, 5281.398 feet parallel to the West boundary line of said Section 26 to a point on the North boundary line of said Section 26, also being the Southeast corner of said Fox Ridge-Plat One; thence North 89°58'09" West, 780.00 feet along the North boundary line of said Section 26, also being the South boundary line of said Fox Ridge-Plat One to the point of beginning. Subject to easements and rights-of-way of record.

3
EXHIBIT "A"
3 OF 5

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southern right-of-way line of S.R. No. 56 (100' R/W); thence run S. 64°23'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 249.998 acres more or less.

EXHIBIT "A"

TOGETHER WITH:

IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA:

Section 11: The SW $\frac{1}{4}$ of SE $\frac{1}{4}$, and the E $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, and the triangular SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the triangular SW $\frac{1}{4}$ of S $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying South of the road.

Section 14: That part of the S $\frac{1}{4}$ lying South of the road.
Containing 118 acres, more or less.

EXHIBIT B
TABLE 1

WESLEY CHAPEL LAKES PHASE 1
ROADWAY PROPORTIONATE SHARE COSTS
(REVISED 10/10/11)

	Project Traffic		Total Traffic		REC'D LANE	NEW CAPACITY		OLD FORMULA FAIR SHARE %		COST/MILE		LENGTH		OLD FORMULA FAIR SHARE COST	
	NEVER	SEWB	NEVER	SEWB		NEVER	SEWB	NEVER	SEWB	NEVER	SEWB	LENGTH	SEWB	NEVER	TOTAL
CR 501	175	Donna Michael	5,168	3,827	BLF	6,930	6,930	2.63%	1.59%	\$53,136,320	\$53,136,320	0.30	\$53,136,320	\$401,762.06	\$657,510.26
		Highwoods	5,204	3,837	BLF	6,930	6,930	2.64%	1.77%	\$53,136,320	\$53,136,320	0.20	\$53,136,320	\$17,828.27	\$28,935.25
		Highwoods	5,860	2,322	BLF	6,930	6,930	4.31%	2.45%	\$76,136,320	\$76,136,320	0.20	\$76,136,320	\$13,520.16	\$1,087,317.50
		Highwoods	4,517	2,338	BLF	5,080	5,080	6.71%	2.92%	\$38,545,440	\$38,545,440	0.40	\$38,545,440	\$1,034,008.44	\$1,494,340.93
		Highwoods	3,102	1,738	BLD	3,180	2,410	8.38%	0.00%	\$2,840,823	\$2,840,823	0.60	\$2,840,823	\$142,858.42	\$142,858.42
		Highwoods	2,010	2,124	BLD	2,110	2,760	0.00%	0.00%	\$801,890	\$801,890	1.30	\$801,890	\$0.00	\$0.00
		Highwoods	1,645	1,409	4LD	1,850	1,410	0.00%	0.00%	\$514,870	\$514,870	1.00	\$514,870	\$0.00	\$0.00
		Highwoods	1,434	695	4LD	1,850	1,410	0.00%	7.00%	\$514,870	\$514,870	3.10	\$514,870	\$11,674.70	\$11,674.70
SR 54	175	Livingston Ave	1,903	1,995	BLD	2,110	2,760	0.00%	0.00%	\$1,134,168	\$1,134,168	2.00	\$1,134,168	\$0.00	\$0.00
		Project	1,540	1,995	BLD	2,110	2,760	0.00%	0.00%	\$1,134,168	\$1,134,168	0.30	\$1,134,168	\$0.00	\$0.00
		Project	1,377	1,963	4LD	1,750	1,330	52.08%	47.00%	\$943,428	\$943,428	1.00	\$943,428	\$443,410.22	\$834,707.30
		Project	922	1,322	4LD	1,330	1,750	24.14%	35.15%	\$943,428	\$943,428	3.20	\$943,428	\$726,863.87	\$1,081,114.05
		Project	658	635	4LD	1,750	1,330	0.00%	0.00%	\$943,428	\$943,428	2.20	\$943,428	\$0.00	\$0.00
SR 56	175	Project	1,590	2,136	BLD	2,110	2,760	0.00%	0.00%	\$1,134,168	\$1,134,168	0.80	\$1,134,168	\$0.00	\$0.00
		Project	784	684	2LU	1,250	930	0.00%	0.00%	\$1,027,764	\$1,027,764	3.20	\$1,027,764	\$0.00	\$0.00
		Project								\$1,492,553.65	\$2,744,653.31	TOTAL		\$6,237,388.95	\$6,237,388.95

WESLEY CHAPEL LAKES PHASE 1
INTERSECTIONS PROPORTIONATE SHARE COSTS

INTERSECTION	% OF LOS CONSUMED	IMP. COST	PROPORTIONATE SHARE COST
CR 501 @ COUNTY LINE RD. ADD SOUTHBOUND LEFT	13.3	\$250,000	\$33,250.00
ADD EASTBOUND RIGHT	13.3	\$150,000	\$19,950.00
SR 54 @ 175 WEST RAMP	6.9	\$20,000	\$1,380.00
RESTRIPE LANES & CHANGE SIGNAL			
SR 54 @ 175 EAST RAMP	11.7	\$250,000	\$28,250.00
ADD NORTHBOUND LEFT			
TOTAL			\$83,830.00

TOTAL PROPORTIONATE SHARE
ROADWAYS \$6,237,388.95
INTERSECTIONS \$83,830.00
TOTAL \$6,321,218.95

EXHIBIT B
TABLE 1



#166

April 6, 2011

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

RE: Land Use Equivalency Matrix

Dear Mr. Meyer:

With this letter, we are requesting an equivalent exchange from 84 attached Villa duplex units to 42 single-family detached 75' lots. Per the Land Use Equivalency Matrix, the exchange rates used ensure that the impacts for transportation, water, wastewater, solid waste, and affordable housing are not exceeded.

The approved Wesley Chapel Lakes DRI Development Order (DO) permits the exchange of specific uses as provided in the approved Land Use Equivalency Matrix. Section 5.c of the DO states, "The Developer may use a trade-off mechanism based on the subject land generating equivalent impacts".

The actual conversion is covered in Section 5.C (2) which states that "The conversion rate for multifamily units is .61 single-family units; the conversion rate for a villa or townhouse unit is .51 single-family units. We have submitted a minor zoning amendment to Pasco County requesting to implement the above described change from 84 MF duplex units to 42 single family units. The result of the exchange is a mathematical change that reduces the number of units in half and does not change the placement of uses. For the reasons stated above we believe the project is complying with the intent of the condition and that the proposal does not result in any additional impacts and is in fact, a reduction of all impacts.

This notice is submitted based on a request from Pasco County regarding the need for the applicant to notice applicable review agencies of the pending conversion and to provide information regarding implementation of the proposed reduction. The information provided is based on requirements in the approved Development Order (attached hereto).

Also attached please find a copy of Notice of Adoption for the Wesley Chapel Lakes DRI and highlighted Page 8 – Land Use Exchange Matrix.

If you have any questions please do not hesitate to contact me at (813) 915-3449 ext. 102.

Sincerely,


Michael Dady
Senior Project Manager

Enclosures

Cc: Harry Lerner, Maxcy Development Group
Bob Bishop, Maxcy Development Group
Keith Brickelmyer, Brickelmyer Smolker & Bolves, P.A.
Diane Naeyaert, Pasco County
Cynthia Spidel, Pasco County
Brenda Winningham, Florida Dept. of Community Affairs

#166



Date: March 11, 2011

To: Florida Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Attn: James Stansbury

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

Cc: Pasco County Zoning Dept.

From: Bob Bishop

Subject: Wesley Chapel Lakes, aka Meadow Pointe IV

Attached please find a copy of the Nonsubstantial Modification for the above-mentioned project.
Should you have any questions, please do not hesitate to call.

SUMMARY

216 Villas → 108 SF
62 TH → 28 SF



BOB BISHOP | VICE PRESIDENT OF DEVELOPMENT

3434 COLWELL AVENUE, SUITE 120 | TAMPA, FLORIDA 33614
P] 813.915.3449 EXT 13 F] 813.915.0649 C] 813.205.8958
BBISHOP@MAXCYDEVELOPMENT.COM
WWW.MAXCYDEVELOPMENT.COM

3434 COLWELL AVENUE, SUITE 120 | TAMPA, FLORIDA 33614
P] 813.915.3449 F] 813.915.0649
WWW.MAXCYDEVELOPMENT.COM

**PASCO COUNTY
ZONING/CODE COMPLIANCE DEPARTMENT
MPUD MASTER PLANNED UNIT DEVELOPMENT
REZONING APPLICATION COMPLETENESS CHECKLIST**

NONSUBSTANTIAL MODIFICATION

Date: November 24, 2010

Project Name: Wesley Chapel Lakes, aka Meadow Pointe IV

Reviewer:

Unless otherwise indicated, persons to receive information will be an authorized agent, attorney, and applicant/developer.

☒ **Authorized Agent Information:**

Company Name: Maxcy Development Group

Contact Person: Michael Dady

Contact Telephone Number: 813-915-3449 ext. 102

Contact E-Mail Address: mdady@maxcydevelopment.com

☐ **Attorney Contact Information:**

Company Name: N/A

Contact Person:

Contact Telephone Number:

Contact E-Mail Address:

☐ **Developer Contact Information:**

Company Name: Maxcy Development Group

Contact Person: Michael Dady

Contact Telephone Number: 813-915-3449 ext. 102

Contact E-Mail Address: mdady@maxcydevelopment.com

☒ **Owner Contact Information:**

Company Name: Maxcy Development Group Holdings - Meadow Pointe IV, Inc.

Contact Person: Harry Lerner

Contact Telephone Number: 813-915-3449 ext. 106

Contact E-Mail Address: hlerner@maxcydevelopment.com

☒ **Engineer and/or Planner Contact Information:**

Company Name: Clearview Land Design, P.L.

Contact Person: Bill Bahlke

Contact Telephone Number: 813-223-3913

Contact E-Mail Address: bbahlke@clearviewland.com

☐ **Transportation Consultant Contact Information:**

Company Name: N/A

Contact Person:

Contact Telephone Number:

Contact E-Mail Address:

☐ **Environmental Consultant Contact Information:**

Company Name: N/A

Contact Person:

Contact Telephone Number:

Contact E-Mail Address:

E-mail addresses are crucial since all correspondence will be via e-mail, if possible.

<u>Submitted</u>	<u>Number Required</u>	<u>Documents</u>
<input checked="" type="checkbox"/>	1	Application for Zoning Amendment (original document)
<input checked="" type="checkbox"/>	1	Copy of Warranty Deed(s). Only required if under new ownership since previous approval.
<input checked="" type="checkbox"/>	1	Copy of Recent Tax Bill(s). Only required if under new ownership since previous approval.
<input checked="" type="checkbox"/>	1	Notarized Agent of Record Letter (signed original)
<input checked="" type="checkbox"/>	15	MPUD Master Planned Unit Development Plan (1:200' scale; unless otherwise agreed upon by the Zoning/Code Compliance Administrator)
<input checked="" type="checkbox"/>	1	Reduced MPUD Master Planned Unit Development Plan (8½" X 14")
<input type="checkbox"/>	1	Conceptual Layout Plan (plan can be marked "Informational Purposes Only") (will be returned upon request). Only required if density is being changed.
<input type="checkbox"/>	1	MPUD Master Planned Unit Development Narrative
<input type="checkbox"/>	1	Appropriate Application Fee

The following information must appear on the master plan (if not feasible to show on plan, the information must accompany the master plan submittal):

General Requirements; LDC, Section 522.5.A.(1):

- ☐ 1. Location map showing the relationship between the area proposed for development and surrounding developments or lots on a current aerial photograph, Geodetic Mapping Section, or satellite photo, which in no case shall be older than that available at the Pasco County Property Appraiser's office, with boundaries of development and roadway layout delineated. The location map shall show all functionally classified roadways established by the Pasco County Comprehensive Plan 2025 Future Roadway Functional Classification Map and Highway Vision Plan within one (1) mile of the development boundary.
- ☐ 2. An Agent of Record letter notarized by the owner.
- ☐ 3. The location of all existing and proposed major public roadways, rights-of-way, and easements adjacent to or within the property.
- ☐ 4. A recent aerial of the site and surrounding areas within 500 feet of the site at a scale of 1:200.

Physical Resources, LDC, Section 522.5.A.(2):

- ☐ 1. Topographic information providing 100-year floodplain and wetland delineations. The most recent U.S. Geological Survey Topographical Survey and U.S. Geological Survey Flood Prone or Federal Emergency Management Agency Mapping may be used for topography on flood-prone delineations. Pasco County wetlands maps or aerial photography interpretation may be used for wetlands delineation.
- ☐ 2. A table showing pre- and postdevelopment acres of wetlands by category (according to the Pasco County Comprehensive Plan) and a conceptual plan for the protection and use of on-site wetlands.

Master Plan, LDC, Section 522.5.A.(3):

- ☐ 1. A master plan with topography; flood-prone areas; Category I, II, and III Wetlands; and critical linkages as defined in the adopted Pasco County Comprehensive Plan, which clearly identifies proposed land uses, open space, proposed preservation or conservation areas, and the proposed location of major streets and thoroughfares, recreation areas, and other major facilities, including a delineation of proposed school sites and fire station sites, if necessary or warranted for the service of the area as developed. The master plan shall also include a legend; title; number of revisions including date; date of plan; scale of plan; north arrow; acreage in the tract being subdivided; total number of lots; and names, addresses, and telephone numbers of the developer, owner, surveyor, and engineer.

- ☐ 2. The master plan shall identify the existing zoning, the existing land use (use of property), adopted Future Land Use classification on the site, and the surrounding areas within 500 feet of the site.
- ☐ 3. The master plan shall include a phasing plan that describes the proposed timing for, location of, and sequence of phasing or incremental development and the proposed density for each such phase or increment of development. The applicant may provide approved Development of Regional Impact information which satisfies this requirement.
- ☐ 4. A table showing acreage for each category of land use including roads; Categories I, II, and III Wetlands; critical linkages; open space; recreation; and a table of proposed maximum gross and net residential acreages for residential land uses.

Yield Analysis, LDC, Section 522.5.A.(4):

- ☐ A conceptual lot layout for single-family detached housing and/or a conceptual layout for multifamily housing for non-Development of Regional Impact-related MPUD Master Planned Unit Developments. (Plan can be marked "Informational Purposes Only" and will be returned upon request.) (See checklist above.)

Zoning Narrative, LDC, Section 522.5.A.(5):

- ☐ 1. A preliminary zoning classification description in sufficient detail to determine the general intent with respect to the following.
 - a. The general purpose and character of the proposed development.
 - b. Land use by acreage and densities.
 - c. Structural concepts, including height and anticipated building type (if known).
 - d. Recreation and open space.
 - e. Facilities commitments.
- ☐ 2. A statement indicating that legal instruments will be created providing for the management of common areas and facilities.

Utilities and Services Plan, LDC, Section 522.5.A.(6):

- ☐ 1. Identify the location/source of sanitary sewers, potable water facilities, and the approximate location of existing facilities on the master plan. Provide a statement identifying the supplier of the potable water facilities, the method of disposal of sewage effluent, fire service, and electric service. The developer shall notify the appropriate electrical utility in advance of their intent to request service and provide confirmation to the County of service availability prior to preliminary plan approval.
- ☐ 2. The general direction of natural surface drainage of the proposed MPUD Master Planned Unit Development site, including a general statement regarding the disposal of stormwater drainage, including identification of whether a site falls within a basin of special concern and/or lies within the Flood Prone Areas Map of the Pasco County Comprehensive Plan.

Transportation Management, LDC Section 522.5.A.(7):

- ☐ A roadway plan for the MPUD Master Planned Unit Development shall be shown on the submitted master plan, including subdivision access locations, internal subdivision collector roadways, and roadways required by Section 610.3, Collector and Arterial Spacing and Design Standards.

Content Meeting, LDC, Section 522.5.A.(8):

- ☐ The developer shall schedule and participate in a content review meeting with the Zoning/Code Compliance Administrator or designee prior to the submittal of an application for a rezoning to any MPUD Master Planned Unit Development District. This meeting will determine the completeness of the developer's application materials prior to submittal. A letter will be issued finding the content sufficient or insufficient within three working days of the content review meeting. Following issuance of a letter of completeness, the developer shall be allowed to submit the application. The developer shall submit 25 copies of the master plan to the Zoning/Code Compliance Administrator or designee for processing.

To schedule a content meeting, please contact the Zoning/Code Compliance Department at (727) 847-8132.

If all the required information is not adequately addressed and, if applicable, does not appear on the master plan, the application may be deemed incomplete for content.

MEADOW POINTE IV REZONING NARRATIVE

This Rezoning application is requested to perform a land use exchange from Villas to Single Family Homes in Parcel AA North and from Townhomes to Single Family Homes in Parcel I.

Meadow Pointe IV Parcel AA North is currently approved for 216 Villas on lots that are 37.5' x 115'. This application is requesting a land use exchange to convert the 216 Villa Lots to 108 Single Family Lots that are 75' x 115'. The accompanying NOPC shows the conversion of the 216 Villas to 108 Single Family Lots. The NOPC designates this change as a "trip neutral, non-substantial deviation". The proposed minor non-substantial modification to the MPUD also intends to convert the 216 Villa Lots to 108 Single-Family Lots. It is the applicant's intent to convert AA North Phase 1 and Phase II Villa Lots to Single Family Lots, which will result in a net loss of 108 lots within the parcel. The AA North Parcel is divided into two phases. Phase 1 is substantially complete and subject to a punch list and final plat approval by Pasco County which is pending. The Phase II portion is still under construction.

Meadow Pointe IV Parcel I is currently approved for 62 Townhome Units. This application is requesting a land use exchange to convert the 62 Townhome Units to 28 Single Family Lots that are 45' x 110'.

#166



PASCO COUNTY, FLORIDA

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

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

CERTIFIED MAIL NO. 7004 2510 0004 9861 3387
RETURN RECEIPT REQUESTED

January 24, 2011

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

RE: Wesley Chapel Lakes Development of Regional Impact No. 166
Amended, Consolidated and Restated Development Order

Dear Mr. Meyer:

Enclosed please find a certified copy of the Wesley Chapel Lakes Development of Regional Impact No. 166 Development Order. (Resolution No. 11-127), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025 Florida Administrative Code. This development order was approved by the Pasco County Board of County Commissioners on January 11, 2011.

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

Sincerely,

Cynthia D. Spidell

Cynthia Spidell, MBA
Senior Planner and DRI Coordinator

Enclosure

**A RESOLUTION ADOPTING AN AMENDED, CONSOLIDATED,
AND RESTATED DEVELOPMENT ORDER APPROVING, WITH
CONDITIONS, THE WESLEY CHAPEL LAKES DEVELOPMENT
OF REGIONAL IMPACT NO. 166.**

WHEREAS, on December 23, 2008, in accordance with Section 380.06(19), Florida Statutes, as amended, Wesley Chapel Lakes, Ltd. (Developer) has filed a Notice of Proposed Change (NOPC) to the previous Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as Wesley Chapel Lakes DRI (Project); and

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

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

WHEREAS, the original development order (DO) for the Project was adopted by the Pasco County Board of County Commissioners on December 19, 1989.

WHEREAS, the changes in the NOPC are to 1) extend the DO expiration date and the date the project shall not be subject to, unit density/intensity reductions by three (3) additional years from December 31, 2030 to December 31, 2033; and 2) extend Phases 1, 2, 3 and 4 buildout dates as follows:

	From	To
Phase 1	2010	2013
Phase 2	2015	2018
Phase 3	2020	2023
Phase 4	2024	2027

and 3) extend the deadline for a new traffic analysis to extend Phase 1 from 2010 to 2013; and 4) delete Section E.4.a. regarding hurricane emergency shelters; and 5) amend Section E.11. [Now 5.m.] to be consistent with the provisions of the S.R. 56 Roadway Agreement; and 6) delete Section E.11.a.(10) regarding an Alternative Pipeline Project; and 7) amend Section E.12.c [Now 5.o.] regarding the District Park Site to reflect total acreages dedicated, including acreages of permitted wetland impacts; and 8) extend the deadline to construct the frontage road from December 31, 2010 to December 31, 2013; and 9) to reflect the changes to the DO approved by Resolution No. 91-252, dated May 14, 1991; by Resolution No. 93-192, dated April 13, 1993; by Resolution No. 00-37, dated November 16, 1999; by Resolution No. 03-36, dated November 19, 2002; by Resolution No. 05-277 dated July 26, 2005; by Resolution No. 05-334 dated September 27, 2005; and by Resolution 06-271, dated July 22, 2006; and

WHEREAS, on September 8, 2008, the Pasco County Board of County Commissioners approved the

S.R. 56 Roadway Agreement and pursuant to such agreement agreed to extend the Phase 1 buildout date without additional traffic analysis or mitigation to December 31, 2013 based on the unique delay associated with the Project; and

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

WHEREAS, on November 25, 2008, the Pasco County Board of County Commissioners approved an Amended and Restated Development Agreement between Pasco County, Wesley Chapel Lakes, Ltd., Clearwater Bay Associates, Inc., Pasco Heights Development Corporation, Meadow Pointe General Partnership, Lee Arnold, Trustee, Meadow Pointe III Community Development District, and Meadow Pointe IV Community Development District (the "DA"); and

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

WHEREAS, the Phase 1 build out date extension from December 31, 2010 to December 31, 2013 includes the One Year and the Two Year Extensions; and

WHEREAS, on July 29, 2010, the Developer requested another revision to the NOPC to allow the conversion of multifamily and townhouse/villa units to single family detached units via the land use equivalency rates of .61 for Multifamily and .51 for Townhouse/Villas. The Proposed Changes in addition to and as modified by the foregoing additional change shall be referred to as the Revised Proposed Changes; and;

WHEREAS, in order to provide a single development order document incorporating all applicable provisions of the original development order, all development order amendments, and the NOPC, an amended, consolidated, and restated development (DO) has been prepared; and,

WHEREAS, the Board of County Commissioners has approved the NOPC as modified by the Revised Proposed Changes on January 11, 2011, and hereby adopts this Amended and Restated Development Order (DO) for the Project, which shall replace and supersede the original development order in its entirety.

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

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

WESLEY CHAPEL LAKES DEVELOPMENT ORDER

1. General Findings of Fact

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

- a. The foregoing "Whereas" clauses are hereby incorporated as Findings of Fact.
- b. The Developer has filed in accordance with Section 380.06(19), Florida Statutes, as amended, an NOPC for the Project and has filed associated responses to requests for additional information. The NOPC, collectively with the original ADA, are referred to herein as the application (Application) and are incorporated into this DO by reference as Exhibit A.
- c. The nature, type, scope, intensity, density, costs, and general impact of the Project, as revised, are summarized in the NOPC application, the TBRPC DRI Final Report, and the NOPC Report, which collectively are incorporated into this DO by reference as Exhibit B.
- d. The real property (Property) encompassed by the Wesley Chapel Lakes DRI is owned by Wesley Chapel Lakes, Ltd.; Clearwater Bay Associates, Inc.; Meadow Pointe General Partnership; and Pasco Heights Development Corporation. A description of the said Property is attached hereto as Exhibit C which is made a part of this DO.
- e. The current Pasco County Comprehensive Plan (Comprehensive Plan) Future Land Use Map classifications for the Property are RES-3 (Residential - 3 du/ga), RES-9 (Residential - 9 du/ga), and ROR (Retail/Office/Residential). The proposed development is consistent with the applicable provisions of the RES-3, RES-9 and ROR classifications and other Goals, Objectives, and Policies of the Comprehensive Plan.
- f. The current zoning on the Property is MPUD (Master Planned Unit Development) and C-2 (General Commercial).
- g. On October 20, 2009, the TBRPC notified Pasco County (County) that its NOPC review was complete, that the TBRPC had prepared its NOPC Report, and that the local government should act upon the pending application. The TBRPC adopted the NOPC Report on November 9, 2009 (Consent Agenda Item #3.E.1).
- h. The Board of County Commissioners scheduled and held a public hearing on the pending NOPC application on January 11, 2011.
- i. Notice of the hearing has been published in a newspaper of general circulation at least fifteen (15) days prior to the date set for the Board of County Commissioners hearing.
- j. At the said public hearing, all parties were afforded the opportunity to present evidence and argument on all issues and submit rebuttal evidence.
- k. Additionally, at the said public hearing, any member of the general public requesting to do so was given the opportunity to present written or oral communications.

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

2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

a. The Wesley Chapel Lakes DRI will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the DO.

b. As conditioned, this DO addresses issues raised consistent with the reports and recommendation of the TBRPC Final Report and NOPC Report.

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

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

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

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

g. Pursuant to Chapter 380.06(19)(e), Florida Statutes, the Revised Proposed Changes are presumed to be a substantial deviation; however, it is the opinion of the County, TBRPC, and other participating agencies that the Applicant has provided clear and convincing evidence to rebut the presumption of a substantial deviation and that no unmitigated regional impacts shall result. The Revised Proposed Changes, therefore, do not constitute a substantial deviation, pursuant to Chapter 380.06(19)(c), Florida Statutes.

3. Approval Stipulations

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

In the event the County Administrator or his designee (Administrator) determines that a violation of the provisions hereof has occurred, the Administrator may issue a Notice of Noncompliance to the Developer. If the noncompliance is not cured by the date stated in the Notice of Noncompliance, the Administrator may require that all development related to the violation cease until the violation has been corrected. The Developer may appeal the determination to the Board of County Commissioners pursuant to

Article 317 of the LDC. Notwithstanding the foregoing, violations of the Development Agreement (DA) hereinafter described, if required, shall be addressed in accordance with the provisions of the DA.

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

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

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

c. Development of the Wesley Chapel Lakes DRI shall also be governed by the applicable standards and procedural provisions of the applicable portions of the Comprehensive Plan. Land development regulations shall be applied in a manner that is consistent with Section 163.3194(1)(b), Florida Statutes, and the Pasco County Land Development Regulations including the LDC. Conflicts between the Land Development Regulations and this DO shall be resolved in accordance with applicable law.

d. The approved DRI shall not be subject to downzoning, unit-density reduction, or intensity reduction until December 31, 2033, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the DO have occurred; or that the DO was based on substantially inaccurate information provided by the Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this DO, the associated DA, the MPUD Master Planned Unit Development Conditions, the Comprehensive Plan, and the LDC shall not constitute downzoning, unit-density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

e. As provided in Chapter 190, Florida Statutes, and subject to the Board of County Commissioners separate approval, Community Development Districts (CDD) are hereby authorized to undertake the funding and construction of any of the projects, whether within or without the boundaries of the CDD that are identified within this DO. Further, any obligations of the Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

(1) All CDD-related assessments shall not apply to any property either owned or to be owned by the County or District School Board of Pasco County.

(2) No debt or obligation of such CDD shall constitute a burden on any property either owned or to be owned by the County or District School Board of Pasco County.

f. Agricultural Uses. Portions of the Property are currently utilized for agricultural activities. It is understood that while the use will cease when the DRI is built out, portions of the Property may

continue to be used for agricultural activities until the Property is developed in accordance with this DO, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

4. Phasing and Duration

a. Phasing Schedule/Concurrency

Phase 1 of this Project is specifically approved subject to the requirements of this DO and the DA. Specific approval shall not be a reservation or guarantee of concurrency capacity for any public facility other than transportation. The reservation/guarantee of concurrency capacity for transportation shall be through December 31, 2013, for Phase I, subject to any extension granted in accordance with the County's Concurrency Management Ordinance and subject to compliance with the transportation conditions of this DO and the DA.

b. Effective Date and Duration

(1) The DO for the Project shall take effect upon transmittal to the FDCA, the TBRPC, and the Developer. The effectiveness of this DO shall be stayed by the filing of a notice of appeal pursuant to Section 380.07, Florida Statutes.

(2) The effective period of this DO shall be until December 31, 2033. The effective period may be extended by the Board of County Commissioners. Application for such an extension shall be made at least sixty (60) days prior to the expiration date. All extensions shall be subject to a substantial deviation determination pursuant to Chapter 380.06(19), Florida Statutes.

Development of the Wesley Chapel Lakes DRI shall proceed in accordance with the phasing schedule indicated in Table 1 below.

Except as provided for herein, excess infrastructure capacity constructed to potentially serve Phases 2, 3, and 4 of the development shall be at the Applicant/Developer's risk and shall not vest Phases 2, 3, and 4 development rights.

c. Commencement of Development

The Project has commenced development.

d. Build-Out of Project

(1) Unless extended by the Board of County Commissioners pursuant to the Concurrency Management Ordinance, the build-out date for Phase 1 of the Project shall be December 31, 2013. The December 31, 2013 date for transportation concurrency includes the One Year Extension and the Two Year Extension. The build-out date for the conceptually approved Phases 2-4 of the Project is December 31, 2027, subject to specific approval of such subsequent phases.

(2) Any delay in the build-out date beyond December 31, 2013, may require a new transportation analysis, in accordance with applicable law, as the basis for a DO amendment which may include re-evaluation of required transportation mitigation. The Administrator or Board of County

Commissioners may waive any applicable transportation analysis requirement for any entitlements within the Project that satisfy the Limited Exemption criteria of Section 402.7 of the County's Concurrency Management Ordinance; however, build-out date extensions for such entitlements are still subject to applicable statutory requirements in Section 380.06(19), Florida Statutes, as may be amended from time to time.

- 5. Specific Conditions
 - a. Development Components

Subject to the possible exchange of land uses as described herein, the Project consists of the land uses and phases as described in Table 1. A phase shall be considered complete upon issuance of the final building/construction permit for the final dwelling unit or commercial square footage for the phase.

TABLE 1. PHASING SCHEDULE

Phase	Office (Sq. Ft.)	Commercial (Sq. Ft.)	Residential (Dwelling Units)
Phase 1 – 2013	0	220,000	4,520
			(1,731) Single Family Detached
			(912) Villas
			(1,715) Townhouses
			(162) Multifamily
Phase 2 – 2018*	100,000	350,000	0
Phase 3 – 2023*	100,000	350,000	0
Phase 4 – 2027*	193,200	241,800	0
TOTALS	393,200	1,161,800	4,520

* Specific approval of Phases 2-4 is contingent upon further transportation and air quality analyses.

- b. Land Use and Master Plan

(1) Master Plan. Land use types, intensities and locations shall be substantially as shown on the Master Development Plan dated September 13, 2005, or as subsequently modified pursuant to Section E.1.b., [Now b.(2)] below..

(2) Revised Master Plan. A revised Master Development Plan that incorporates any revisions required pursuant to this DO shall be submitted to the Department for review and to DRC, TBRPC and DCA for a determination of compliance with this DO. This revised Master Development Plan shall be submitted within 45 days after the Department submits to the Developer the alignment of Chancey Road as described in Section 5.V.(5) [Now m.(14)], hereof, but in no event later than 225 days after the effective date hereof. No preliminary plan/preliminary site plan shall be approved until the revised Master Development Plan is submitted.

(3) Survey. The Developer has submitted and the Pasco County Surveyor has approved a boundary survey of the project which has been certified by a Florida registered land surveyor and which is referenced to a minimum of three monuments tied to state plan coordinates by G.P.S. methods. Coordinates of the monuments shall be shown on the survey. Moreover, the monuments shall:

(a) Comply with the National Geologic Survey Data Base Standards and Chapter 21 HH-6 of the Florida Administrative Code ("F.A.C."); and

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

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

c. Land Use Exchange

(1) The Developer may use a land use trade-off mechanism based on the subject land uses generating equivalent impacts. This land use trade-off mechanism shall only be allowed for land uses assessed in the Application, must adequately mitigate for public facility impacts, and may be done only pursuant to an amendment of this DO, except as provided below. All development shall be consistent with the Pasco County Land Use Regulations, as amended from time to time, as adopted pursuant to the Pasco County Comprehensive Plan. Notwithstanding the foregoing, multifamily and townhouse or villa units may be converted to single-family units without an amendment to this DO pursuant to the requirements set forth below.

(2) The conversion rate for a multifamily unit is .61 single-family units; the conversion rate for a villa or townhouse unit is .51 single-family units.

(3) Conversions shall be capped such that the overall density for the Project shall not exceed 4,940 residential units (an increase of 10% of the approved amounts for residential $.10 \times 4,520 = 452$; $4,520 + 452 = 4,940$).

(4) All land use exchange requests shall be submitted to the Planning & Growth Management Department with copies to the FDCA and the TBRPC for verification as to implementation in accordance with this DO, and the Comprehensive Plan, as amended. Upon verification which shall not be unreasonably withheld or delayed, the Planning & Growth Management Department shall submit such exchange for approval on the consent agenda at the next available DRC meeting which is at least fourteen (14) days from submittal to the Growth Management Department, FDCA, and TBRPC. Such land use exchange shall be reported in the next biennial report.

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

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

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

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

d. Water Quality and Drainage

(1) Offsite Impacts. Development of the project shall not lower levels of service for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan and LDC as may be amended from time to time.

(2) On-Site Maintenance. A homeowner association with assessment powers shall be the entity responsible for the operation and maintenance of all on-site drainage facilities.

(3) Master Drainage Plan. The Developer has submitted the Master Drainage Plan for Wesley Chapel Lakes to Pasco County, the Florida Department of Environmental Protection (FDEP) and the TBRPC for review, and said Plan has been approved by the Southwest Florida Water Management District (SWFWMD) and Pasco County. The following parameters are included in the Master Drainage Plan.

(a) The proposed stormwater management systems shall be designed, constructed, and maintained to meet or exceed Chapters 17-3, 17-25, 62-25, 40D-4 and 40D-40, F.A.C., and County stormwater-management requirements as may be amended from time to time. Treatment shall be provided by biological filtration, wherever feasible.

(b) Best management practices (BMP) for reducing adverse water quality impacts, required by the regulations of the County and other appropriate regulatory bodies shall be implemented, including those which prevent construction-related turbidity.

(c) In order to protect water quality in the Hillsborough River watershed, there shall be no degradation of water quality standards by stormwater exiting the site. Therefore, it is appropriate that the Developer provide for a semiannual surface water quality monitoring program. Due to the pollution potential of the on-site borrow pits and sinkholes, a biannual groundwater monitoring program shall also be provided. These monitoring programs shall be instituted before groundbreaking takes place and shall continue until two years after project build-out, in order to effectively assess the effects of development activity. Any violation of Chapter 17-3, F.A.C., shall require corrective measures by the Developer as set forth by FDEP. The following shall apply:

(d) Sampling locations shall be determined in cooperation with Pasco County, FDEP, SWFWMD and TBRPC.

(e) All water quality analytical methods and procedures shall be thoroughly documented and shall comply with EPA/FDEP quality control standards and requirements.

(f) The monitoring results shall be submitted to Pasco County, FDEP and SWFWMD. Should the monitoring indicate that applicable state water quality standards are not being met

as a result of project impacts, the violation shall be reported to Pasco County, FDEP and SWFWMD immediately and all construction within the sub-basin(s) where the violation is noted shall cease until the violation is corrected. If, the specific construction activities can be identified as causing the violation, all such activity shall cease until the violation is corrected in accordance with applicable agency procedures.

(4) Aquifer Protection. The applicant shall assure that no contamination of the underlying aquifer(s) shall occur as a result of sinkhole and/or borrow pit discharge. The specific techniques to be utilized toward this end shall be approved by Pasco County, FDEP, and SWFWMD, and may include filling with clean fill, adequate buffering, and specific maintenance activities. Observed sinkhole activity, along with the specific measures taken to assure consistency with this condition shall be included in each annual report. Agency approvals shall be sufficient to meet the Applicant's responsibility pursuant to this condition unless more stringent requirements are applicable under Pasco County's wellfield protection regulations. Observed sinkhole activity, along with the specific measures taken to assure consistency with this condition shall be included in each annual report.

(5) Water Use Caution Area. Planning and development of this project shall conform to, and further, the rules and guidelines adopted by SWFWMD for the Northern Tampa Bay Water Use Caution Area.

e. Critical Habitat Preservation / Wetlands

(1) Designated Areas. The portions of the Project which meet the definition of preservation and conservation areas, as defined in the TBRPC's Future of the Region ("FRCRPP") policies 10.1.2 and 10.3.1 are designated on Map H, attached hereto and incorporated herein as Exhibit E.

(2) Wetland/Lake Management Plan. In order to protect the natural values of preserved/conserved wetland areas, prior to project approval for each phase, the Applicant shall submit a wetland/lake management plan to TBRPC for review and to Pasco County, FDEP and SWFWMD for approval. The plan shall address, but not be limited to, wetlands to be preserved, proposed wetland/lake alterations, control of exotic species, mitigation of lost wetlands, control of on-site water quality, and methods for wetlands restoration/enhancement. The wetland lake management plan may be approved as part of the master drainage plan.

(3) Hydroperiods. No adverse hydroperiod alteration except for wetland restoration/enhancement shall be permitted in preservation areas as identified on the Master Development Plan approved by Pasco County. Natural annual hydroperiods, normal pool elevations and seasonal high water elevations shall be substantially maintained. Prior to commencement of development, the Developer must establish the baseline seasonal high and mean high water levels for selected preservation wetlands. Hydroperiod monitoring shall be required semiannually following commencement of development on the site in selected preserved wetlands and continuing for three years following build-out of the sub-basin surrounding

each wetland monitored. The monitoring sites shall be selected in cooperation with Pasco County, SWFWMD, FDEP and TBRPC. If it is apparent that preservation areas are being stressed due to project development activities, development activity shall cease until remedial measures have been taken to correct the hydroperiod imbalance. Such measures could include limitations on impervious surface, enlargement of natural buffer areas and increased upland retention of stormwater. The results of the monitoring shall be provided in each annual report.

(4) Buffer Zones. The applicant shall provide a fifteen foot buffer zone around all preservation areas or a buffer zone required by appropriate state regulatory agencies, whichever is greater. In addition, a fifty foot buffer will be provided around the wetland that is identified by the Florida Game and Fresh Water Fish Commission ("FGFWFC") as a potential breeding habitat for the sandhill crane. No dredging, filling or development activities will be allowed within the preservation areas identified in Exhibit F, except attendant to road and infrastructure construction. No golf course improvements, construction, or maintenance may occur within buffer areas.

(a) All wetland losses shall require 1:1 in-kind wetland replacement or such mitigation rate as may be required by appropriate state regulatory agencies, whichever is greater. Mitigation for wetland losses shall be implemented prior to or concurrent with wetlands being disturbed.

(b) Existing wetlands, which are permitted to be altered or eliminated, should be used as donor material for re-vegetation of mitigation areas, where feasible.

(c) All mitigation areas and littoral shelves shall be monitored biannually for a period of four years from completion of the affected areas. Monitoring shall include species diversity, composition, and regeneration and exotic species encroachment control. Additional planting may be required to maintain an 85% survival of planted species at the end of three years from completion of the affected area.

(5) Stormwater. 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 regulation.

f. Flood Plains

(1) Storage Capacity. There shall be no net loss of hydrologic storage capacity within the 25-year floodplain as defined in all conceptual surface water management permit applications submitted to SWFWMD.

(2) Base Floor Elevations. Base floor elevations for all habitable structures shall be at or above the 100-year floodplain elevation. All preliminary/site plan submittals shall show 100-year flood elevations.

(3) Fill Compensation. All fill within the 100-year floodplain shall be

compensated for by one to one mitigation as provided in 10.2.4, FRCRPP. There shall be no impervious surfaces, exclusive of at-grade infrastructure, constructed in the 25-year floodplain.

g. Land/Soils

(1) Sink Holes. If new solution sinkholes or other solution features occur on-site or on contiguous properties, it is appropriate that a site-specific geological study be conducted by the Applicant to determine if and where future sinkholes could develop.

(2) The measures to reduce soil erosion and fugitive dust air emissions, referenced on page 14-2 of the Application, shall be implemented at minimum.

(3) The methods identified on page 14-2 of the Application used to overcome soil limitations shall be required, as appropriate.

h. Air Quality

(1) *An air quality analysis and mitigation plan was provided to, and approved by Pasco County, TBRPC, and FDEP prior to any Phase I development of Wesley Chapel Lakes which shall include all transportation facilities meeting the criteria listed in Section B.1 of the FDEP "Guideline for Evaluating the Air Quality Impacts of Indirect Sources" (1988), based upon a Phase I transportation analysis which is consistent with TBRPC policies.*

(2) Further Review. Prior to specific plan approval of Phases 2, 3, and 4 of the Project, the Developer or its successor shall submit an air-quality analysis regarding applicable Phases 2, 3, and 4 transportation improvements consistent with the statutes and rules in effect at that time. If any unmitigated, adverse, air-quality impacts are identified as being caused by traffic generated by the Project, this DO shall be amended to incorporate conditions for curing or mitigating such impacts.

In the event that the required transportation analysis identifies additional intersection improvements needed to accommodate the impacts of the Project, DRI-level analysis for potential air-quality impacts shall be conducted and the results provided to the TRBPC, the FDEP, and the County for review. Any improvements determined necessary to mitigate air quality impacts shall be required in a DO amendment.

(3) Annual Report. In each annual report, the Developer shall submit to Pasco County and FDEP a list of any roadway improvements listed in Tables 2 and 3 of this DO 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, particularly if the Developer chooses to "pipeline" his entire proportionate share contribution to a single roadway improvement or set of improvements as outlined in Section E.11.d. [Now 5.m.(13)] (Option 3) of this DO, to mitigate project impacts to the transportation network. Any roadway or intersection so identified shall be modeled for air quality exceedances of the applicable National Ambient Air Quality Standards, and the results conveyed to Pasco County and FDEP in the annual report.

(4) Mitigation Plan. If either the above-described air quality modeling analyses predict any exceedances of the applicable National Ambient Air Quality Standards, the Developer shall develop a mitigation plan that describes how such exceedances can be reduced to acceptable levels. The mitigation plan will be subject to the review and approval of FDEP. Verification of the effectiveness of the proposed mitigation strategies shall be provided by the modeling analysis included with the study described above in Section E.6. a. [Now 5.i.(1)] When appropriate, the annual report shall also contain documentation that the analysis was performed and mitigative measures implemented.

j. Historical and Archaeological Sites

Any historical or archaeological resources discovered during development activities of the Wesley Chapel Lakes project shall be immediately reported to the Florida Department of State Division of Historical Resources ("DHR") and treatment of such resources shall be determined in cooperation with the DHR, TBRPC and Pasco County. Treatment of such resources must be completed before resource - disturbing activities are allowed to continue. A description of the project's compliance with this condition shall be included in the subsequent annual reports, to be submitted for review to DHR, in addition to TBRPC and Pasco County.

k. Utilities

(1) Water Supply, Wastewater Treatment, and Electric Power Services

(a) Water and wastewater will be provided by Pasco County in accordance with Pasco County water use and sewer use ordinances. The Developer shall construct all water and wastewater facilities within the development to Pasco County standards current when application is made for connection, and in accordance with the Master Utility Plan and Utility Service Agreement. The owner of any on-site wells shall be responsible for their maintenance and operation.

(b) Development of the project shall not lower delivery of water and wastewater utility service below the acceptable levels of service established in the Comprehensive Plan. Documentation of adequate capacity to service the project shall be obtained from Pasco County and shall be part of the annual report for the year in which application for service is made.

(c) Disposal of commercial and industrial hazardous waste into sewer systems is prohibited except as provided by law.

(d) Wesley Chapel Lakes sewer collection and transmission lines not required to be dedicated to Pasco County shall be monitored for leaks and ruptures. A homeowners association with assessment powers shall carry out the monitoring on a tri-annual basis. Faulty lines shall be repaired as quickly as possible.

(e) An acceptable plan shall be submitted, to Pasco County for approval and to Tampa Bay Water (TBW), TBRPC, DER and SWFWMD for review, for the use of non-potable

water on-site. The plan shall be completed and submitted prior to approval of construction plans. The plan shall include an implementation schedule. The Applicant shall encourage the use of the lowest quality water reasonably available and suitable for a given purpose in order to reduce the unnecessary use of potable water.

(f) Water-saving devices shall be required in the project as mandated by the Florida Water Conservation Act (Section 553.14, Florida Statutes, 1985), and xeriscape shall be used in landscaping to the greatest extent feasible.

(g) Wesley Chapel Lakes shall allow for easements for regional water supply facilities to TBW, if requested prior to submittal of the revised Master Development Plan. The location of such easements and the cost thereof shall be mutually agreed to between the Developer and TBW.

(h) The project shall exclusively utilize utilities services provided by Pasco County so long as such services are adequate and available to service the project.

(2) Solid/Hazardous Waste

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

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

(c) The design of Wesley Chapel Lakes solid/hazardous waste storage and handling areas, if any, shall be based on the types and characteristics of waste. Any such facilities shall be located and constructed in a manner which minimizes negative impacts to the environment in accordance with, but not limited to, applicable regulations.

(d) The Developer shall provide documentation in each annual report that any hazardous wastes generated or used on-site are being handled pursuant to applicable rules and regulations.

(e) Use of on-site collection and transfer facilities shall be limited to on-site generators.

(f) 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.

(g) The commercial/office areas shall provide to their associated businesses information that:

(i) Indicates the types of waste and materials that are considered to be hazardous and are to be stored or disposed of in specially designated containers;

(ii) Describes construction requirements for hazardous waste holding areas; and

(iii) Advises of applicable statutes and regulations regarding hazardous wastes and materials.

I. Energy

(1) Developer Conservation. Where economically feasible the Developer should:

(a) Use energy alternatives, such as solar energy, resource recovery, waste heat recovery and co-generation;

(b) Use landscaping and building orientation to reduce heat gain; and

(c) Work with or designate an energy officer to establish energy policies, monitor energy use and encourage conservation for project businesses. Energy audits by Withlacoochee River Electric Cooperative may fulfill part of this requirement.

(2) Conservation Measures. Wesley Chapel Lakes itself shall utilize, and shall encourage others to utilize:

(a) Reduced levels of operation of all air conditioning, heating, and lighting systems during non-business hours;

(b) Advertising (other than entrance features) not requiring lighting after business hours; and

(c) Installed total energy systems where cost effective.

A report on the implementation of and participation in these and other energy programs shall be included in each annual report.

m. Transportation

(1) Proportionate Share. Table A, attached hereto as Exhibit G, describes those roadways and intersections significantly impacted by Phase I of the DRI and the required improvements that need to be constructed to ensure maintenance of the adopted level of service for such roadways and intersections. Rule 9J-2.045, Florida Administrative Code, allows the County to elect one (1) of several transportation mitigation alternatives in order for the Developer to mitigate the transportation impacts of Phase I of the DRI, including the payment by the Developer of its proportionate-share contribution for the roadway and intersection improvements identified in Table A. Rule 9J-2.045, Florida Administrative Code, allows the Developer's proportionate-share contribution to be applied to expeditiously construct one (1) or more of the roadway improvements identified in Table A.

The Developer's proportionate share for Phase I, calculated in accordance with Rule 9J-2.0255, Florida Administrative Code, is **Six Million Three Hundred Twenty-One Thousand Two Hundred Eighteen and 95/100 Dollars (\$6,321,218.95)** (the "Phase I Proportionate Share"). Pursuant to the S.R. 56 Roadway Agreement Between Locust Branch, LLC; Pasco County, Florida; and Meadow Pointe IV Community Development District effective September 19, 2008 (the "**S.R. 56 Roadway Agreement**"), attached hereto and incorporated herein as Exhibit H, and the Amended and Restated WCL Development Agreement DA, attached hereto and incorporated herein as Exhibit I, the Developer has agreed to apply the Phase I Proportionate Share to the construction of the extension of S.R. 56 from S.R. 581 to the east boundary of the project and to intersection improvements at S.R. 581 and S.R. 56 as described in the **S.R. 56 Roadway Agreement** (the "**Required Improvements**"). The cost of the Required Improvements will exceed the Phase I Proportionate Share. In accordance with Section 163.3180(6)(f), Florida Statutes, the County has adopted all improvements funded by the Phase I Proportionate Share into the 5-year capital improvements schedule of the Comprehensive Plan at the next annual capital improvements element update.

(2) Mitigation. The requirements of this DO, including those specifically described in this Section E.11.a.(2) [New 5.m.(2)] below, have been determined to be the appropriate requirements to cure and mitigate the impacts of Phase I on regionally significant roadways within the project impact area. The approval of this mitigation/curing mechanism is based upon the project's impact on transportation facilities, the substantial public benefit to be gained by accelerating the design and construction of major public facilities, and its consistency with Pasco County, TBRPC and DCA policies regarding pipelining transportation impacts. The Developer shall complete the Required Improvements in accordance with the S.R. 56 Roadway Agreement and the DA regardless of cost. Except for modifications to the D.A. that would constitute a substantial deviation to this DO pursuant to Section 380.06(19), Florida Statutes, modifications to the DA shall not require the submission of an NOPC Application by the Developer. Completion of the Required Improvements satisfies all DRI and transportation concurrency mitigation requirements for Phase I development through the Phase 1 buildout date.

(3) Eastern Segment. The Developer has satisfied its obligation to commence and complete the FDOT Reevaluation Study for that portion of the Required Improvements comprised of the S.R. 56 Extension from Meadow Pointe Boulevard to the eastern boundary of the Project (the "**Eastern Segment**") pursuant to that "**PD&E Agreement For G.L. Homes / Wesley Chapel Lakes S.R. 56 Project**" (the "**Wyndfields Agreement**") entered into on March 14, 2006 between Developer and the developer of the Wyndfields project (attached hereto as Exhibit J); such Agreement providing that the developer of the Wyndfields project shall be solely responsible for the FDOT Reevaluation Study for the Eastern Section and naming the County as a third party beneficiary. The Wyndfields Agreement does not affect

Developer's obligations to prepare final design plans for, and construct, the Eastern Segment in accordance with the requirements of the S.R. 56 Roadway Agreement, the DA and this DO.

(4) Right-of-Way. The County has completed the acquisition, on terms acceptable to the County, of up to 250 feet of right-of-way for S.R. 56 and right-of-way for Roadway Appurtenances to accommodate S.R. 56 as a six (6) lane, divided rural cross-section (unless otherwise approved by FDOT) roadway, from C.R. 581 to the western boundary of DRI, including right-of-way for the necessary intersection improvements at C.R. 581/S.R. 56. The Developer shall deed to the County, within sixty (60) days of the completion and approval of sixty (60) percent design plans for the S.R. 56 project, up to 250 feet of right-of-way for S.R. 56 and right-of-way for Roadway Appurtenances to accommodate S.R. 56 as a six (6) lane divided rural cross-section (unless otherwise approved by FDOT) roadway, from the western boundary of DRI to the eastern boundary of DRI, including right-of-way to accommodate the necessary intersection improvements at S.R. 56/Meadow Pointe Boulevard. The right-of-way conveyed to the County shall be consistent with the approved design plans. The DEVELOPER further agrees, simultaneously with the conveyance referenced above, to deed to the COUNTY any additional right-of-way under the control of the DEVELOPER that is necessary for the construction of the Required Improvements in accordance with the approved design plans. -

(5) Other Site Related Required Improvements.

(a) Prior to the final plat approval by the Board of County Commissioners for the 735th dwelling unit and prior to preliminary/construction plan approval for any Phase I commercial entitlements, a contract to construct the north/south road, Meadow Pointe Boulevard, from S.R. 54 to the south boundary of the Project shall have been executed and a copy provided to Pasco County, together with a Disbursement Agreement between the Meadow Pointe III Community Development District (and such other community development districts as the County and the Developer determine to be appropriate) (the "District"), the County and the Trustee for the District that ensures that the Trustee is holding funds necessary to complete Meadow Pointe Boulevard in accordance with said contract, and that obligates the Trustee and the District to disburse said funds to pay for the completion of Meadow Pointe Boulevard as described in this Subsection (completed).

(b) Prior to the issuance of final plat approval by the Board of County Commissioners for the 1,748th dwelling unit and prior to preliminary/construction plan approval for any commercial entitlements, construction of Meadow Pointe Boulevard as described in Subsection E.11.a.(8)(i) [Now 5.m.(5).(b)] above shall have been completed and accepted by the County; the County shall have acquired all of the right-of-way for S.R. 56 in accordance with Subsection E.11.a.(6) [Now 5.m.(4)] above; the FDOT Reevaluation Study for S.R. 56 shall be completed and approved by FDOT and the FHWA; and the Disbursement Agreement exhibit to the DA shall have been executed.

(c) Other Site Related Improvements. The Developer has paid to the County a cash contribution in the amount of \$871,007.00 toward the construction of those roadway and intersection improvements identified on Exhibit K attached hereto.

(d) The County and Developer acknowledge and agree that the improvements contemplated by this Subsection E.11.a(8) [Now 5.m.(5)] are site related improvements and any Developer expenses for such improvements are not eligible for credit against impact fees or the Proportionate Share amount.

(6) Default.

If the Developer fails to meet any of the time frames set forth herein for the Required Improvements, it shall be considered a default of this DO entitling the County to enforce the terms of the DA and Disbursement Agreement. Upon said default, or any other Developer default under the S.R. 56 Roadway Agreement or the D.A., Phase I development activities and the issuance of Phase I permits, certificates of occupancy, plats and other development approvals for any development beyond 1,747 dwelling units in Phase I shall cease until the Required Improvements has been recommenced, or the default cured, to the satisfaction of the County. Upon any other default under this DO, Phase I development activities and the issuance of Phase I permits, certificates of occupancy, plats and other development approvals shall cease until the default has been cured to the satisfaction of the County. The Developer further agrees that it has no vested right in any development approval, plat or permit issued after an uncured event of default of this Development Order or the D.A. 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.

(7) Force Majeure. In the event that the performance by the Developer of the commitments set forth in this DO shall be interrupted or delayed by war, riot, civil commotion or natural disaster, then the Developer shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Further, in the event that performance by the Developer of the commitments set forth in this DO shall be interrupted or delayed in connection with acquisition of necessary governmental approvals for the construction of the required improvement and which interruption or delay is caused through no fault of the Developer, then the Developer shall submit documentation regarding such event(s) to Pasco County and TBRPC for their review and concurrence. If such documentation shows that such event(s) have taken place, then the Developer shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, provided, however, in no event shall any such extension exceed three (3) months. Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this DO.

(8) Design Standards.

(a) All improvements shall be designed in a manner and to the

standards normally used by the entity, which will ultimately be responsible for the maintenance of the transportation facility.

(b) All access improvements, number of access points, spacing, and geometry of access points shown on Map H, attached hereto as Exhibit E, shall be subject to compliance with the provisions of the County's and the Florida Department of Transportation's (FDOT) access-management regulations. The Applicant/Developer shall design, permit, construct, and acquire right-of-way for such improvements at its sole expense. The Applicant/Developer shall be responsible for construction of all access improvements for the Project, unless otherwise approved by the DRC, prior to or concurrent with construction of infrastructure improvements to serve the portions of the Project necessitating such improvements as determined by the County at the time of preliminary site plan approval, and/or at the time of the issuance of Access Permits for the Project except where the DA, if required, provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the DRC or Development Review Division may also require further site-access/site-related intersection improvements and site-access/site-related roadway improvements. The need and analysis for turn lanes, traffic signals, turn-lane lengths, and other site-access/site-related improvements shall also consider future DRI and non-DRI traffic that will utilize the same site-access/site-related improvements. Except where specifically allowed pursuant to this DO or DA, if required, these improvements are not creditable against the proportionate-share dollar amount, mitigation obligation of the development, or creditable against the TIF requirements of the development

(9) Payment of Impact Fees and Impact Fee Credits. The Developer shall pay transportation impact fees (TIF) and be eligible for transportation impact fee credits or reimbursements in accordance with the Pasco County Transportation Impact Fee Ordinance, as amended (the "Impact Fee Ordinance"), the S.R. 56 Roadway Agreement, the DA and this DO.

(10) Zoning Conditions. Within the boundaries of Pasco County's jurisdiction, all conditions of the Master Planned Unit Development ("MPUD") and General Commercial zoning approved on October 21, 1985 and on December 12, 1989, as same has been or may be amended from time to time, shall remain in effect. If there is a conflict between these zoning conditions and the provisions of this DO or the DA, then the Developer shall file an application to amend the zoning conditions accordingly.

(11) Transportation Systems Management.

(a) The Applicant shall prepare and implement a Transportation Systems Management ("TSM") program upon issuance of certificates of occupancy for Phase II development which will divert a number of vehicle trips from the PM peak hour which is consistent with the assumptions used to prepare the Phase II traffic analysis. The plan shall be reviewed by Pasco and Hillsborough Counties, the Hillsborough Area Regional Transit Authority, the Pasco MPO, the TBRPC and DOT, as appropriate.

(b) The TSM program shall include a yearly assessment of the actual

achievement of vehicle trips diverted from the peak hour as a result of the TSM measures. This assessment shall also include sufficient and appropriate documentation for all diversions claimed as a result of implementation of each TSM measure. Results of the TSM program shall be included in the annual report.

(c) If the annual report indicates that the total trip diversions identified in the Application are not being met, Pasco County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), Florida Statutes, as amended, and amend the Development Order to change TSM objectives and/or require additional roadway improvements. The results of the TSM study may serve as a basis for the Developer or reviewing agencies to request DO amendments.

(d) In addition, this TSM program shall be developed in cooperation with DOT, the Pasco and Hillsborough MPOs, the Hillsborough Area Regional Transit Authority and TBRPC. This program shall seek to implement and will be measured by the TSM objectives and policies set forth in the Florida Transportation Plan and shall include, but not be limited to:

“Policy: Promote ridesharing by public and private sector employees.

OBJECTIVES:

- Increase urban area peak hour automobile occupancy rates by 10% by 1995 through expanded ridesharing efforts.
- Increase peak hour occupancy rates for transit and other high occupancy vehicles by 20% by 1995.”

(12) Traffic Monitoring.

(a) Phase I of the development shall not be allowed to generate more than 1,977 inbound and 1,339 outbound p.m. peak-hour trips for the total of 3,316 p.m. peak-hour trips. 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 trips, pursuant to the following paragraph, for the already built portion of development and the calculated p.m. peak-hour external inbound and outbound trips to be generated by the proposed preliminary plan/preliminary site plan using the latest Institute of Transportation Engineers trip generation rates or rates as approved by Pasco County.

(b) Prior to final plat approval for the 1,748th residential unit and prior to preliminary/construction plan approval for any Phase I commercial entitlements, 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 (3,316) nor total inbound trips (1,977) nor outbound trips (1,339) are exceeded for the development. Counts will continue on an annual basis through build-out. This information shall be supplied in each required annual report. If an annual report is not submitted within 30 days of its due

date, or if the annual report indicates that the total trips exceed projected counts by more than 15%, Pasco County shall conduct a substantial deviation determination and may amend this DO to change or require additional roadway improvements. The results of the study may also serve as a basis for the Developer or reviewing agencies to request DO amendments.

(c) If the variance is determined to be a substantial deviation, the revised transportation analysis required pursuant to Subsection 380.06(19), Florida Statutes, as amended, will be based upon results of the monitoring program and agreements reached at another transportation methodology meeting to be held prior to the preparation of the new analysis.

(13) Conceptual Approval. Phases II through IV of Wesley Chapel Lakes, as proposed in the Application, are conceptually approved and are subject to review pursuant to Chapter 380, Florida Statutes, as amended, of the transportation impacts of each phase and shall require a DO amendment to identify the impacts of each phase and to establish the conditions for mitigating or curing these impacts consistent with the Florida Statutes and Rules in effect at the time each Phase receives specific approval.

(14) Chancey Road.

The Developer has dedicated up to 140 feet of right-of-way for the Chancey Road Extension within 180 days of the County's written request. The Developer shall be given a credit in Phase II or subsequent phases against its transportation impact fees and/or proportionate share contribution (or similar exaction) to the extent that its right-of-way contribution exceeds 120 feet, if such credits are authorized pursuant to Pasco County ordinance.

(15) Access Management:

(a) Prior to any site plan approval along S.R. 54, or after the time that the final design for the improvements to S.R. 54 is 60% complete, whichever occurs sooner, the County may request that the Developer deed to the County up to 55 feet of right-of-way (for a total of 105 feet of right-of-way from the centerline) along S.R. 54 for the length of the project, and the Developer shall convey such right-of-way within 180 days after such request based upon a legal description and survey therefore provided by Pasco County.

(b) Vehicular access to the two C-2 General Commercial zoned areas along S.R. 54 that are not within the MPUD Master Planned Unit Development rezoning shall be limited to one access each on S.R. 54, subject to FDOT approval. Access to the Meadow Pointe Boulevard road shall be considered at the time of the site plan review.

n. Educational Facilities

(1) The Developer has, pursuant to a separate agreement, conveyed real property for a school site to the District School Board of Pasco County which is depicted on Map H. The County and School Board shall, by separate agreement, provide for access and utilities to the school site.

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

o. Parks and Recreation

(1) District Park Site. The Owner/Developer has conveyed to the County a District Park Site of 62.550 acres, 45.23 of acres shall be eligible for credits against the land portion of the parks and recreation impact fee, subject to the requirements of the Parks and Recreation Impact Fee Ordinance. For purposes of parks and recreation impact fee credits, the acreage dedicated shall be valued at Seventeen Thousand and 00/100 Dollars (\$17,000) per upland acre. The County agrees to pay the Developer \$17,000 per upland acre for 4.77 acres of uplands within thirty (30) days of an acceptable conveyance. The Owner/Developer, at its sole expense, has permitted and completed all wetland mitigation to obtain fifty (50) contiguous, developable, upland acres. All conveyances shall be in accordance with Pasco County Real Estate Division requirements, free and clear of all liens, excluded from the boundaries of all special districts, and exempt from covenants and deed restrictions.

(2) Required Park Land Contributions. The County agrees that compliance with the requirements of this Section E.12. [Now 5.o.(2)] fully satisfy the obligations of the Project to provide or contribute district park lands under current and future Pasco County ordinances regarding such obligations. However, these requirements shall not affect any obligations of the Project relating to neighborhood parks, or any obligation of the Project to pay applicable Parks and Recreation impact fees if no credit is available pursuant to this Section E.12 [Now 5.o.(2)] and the Parks and Recreation Impact Fee Ordinance.

(3) Frontage Road. The Owner/Developer shall design and construct two (2) lanes (2-way) of frontage road from the eastern boundary of the MPUD/DRI to Meadow Pointe Boulevard to allow access to the district park site from Meadow Pointe Boulevard. The frontage road shall be located within the right-of-way for S.R. 56 for that portion of the common boundary between the district park site and the

right-of-way for S.R. 56, unless the County Parks and Recreation Department agrees to allow the frontage road within the district park land. The frontage road shall be designed and constructed as a reverse frontage road outside of the S.R. 56 right-of-way as it approaches Meadow Pointe Boulevard in accordance with FDOT and County access management requirements, and the reverse frontage road portion of the road shall be located on the retail site at the northeast corner of Meadow Pointe Boulevard and S.R. 56 (the "Retail Parcel"). The portion of the frontage road located within the right-of-way for S.R. 56 shall be designed in accordance with roadway sections which are mutually agreeable to the Developer, FDOT and the County. Any portion of the frontage road which is located outside of the right-of-way for S.R. 56 shall be designed and constructed to include a minimum 24-foot wide paved section with two (2) 12-foot wide (2-way) travel lanes. Such design and construction shall be completed or bonded by the Owner/Developer prior to or concurrent with the issuance of the first building permit within the Retail Parcel in Wesley Chapel Lakes DRI or in the Wyndfields MPUD adjacent to the east end of the district park site and S.R. 56, or completed prior to December 31, 2013, whichever occurs sooner. If a roadway conveyance or the District Park Conveyance creates a strip of land between the proposed access roads and the District Park Site, the Applicant/Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to the County.

p. Health Care

Wesley Chapel Lakes is encouraged to set aside an appropriate amount of its proposed commercial and office development for health-care related establishments, including primary-care physician offices and a health clinic.

q. Police/Fire

(1) Level of Service. Pasco County shall provide fire, police and EMS services to the development. Prior to the issuance of building permits, the Applicant shall demonstrate that service to the development will not result in a lowering of any level of service below the acceptable levels established by Pasco County policies. Pasco County reserves the right to have the Applicant contribute a prorata share of all capital improvements/facilities necessary to offset the impact of the development including the payment of any impact fees which may be enacted by the Commission.

(2) Impact Fees. Wesley Chapel Lakes shall be subject to the provisions of a fire protection/emergency medical service impact fee ordinance should such an ordinance be enacted by the Commission.

(3) Fire Codes. Wesley Chapel Lakes shall be designed and constructed to meet or exceed state and local fire codes and regulations. Prior to the issuance of building permits, the Applicant shall provide assurance that the buildings, excluding residential or other buildings not otherwise required to be sprinklered, will be supplied with sprinkler systems and shall provide assurance that functioning fire hydrants, in sufficient number and appropriate locations to accommodate fire-fighting operations, will be

provided.

r. Housing

(1) Compatibility. The development has compatible densities with neighboring jurisdictions. Any amendment to the Master Development Plan shall maintain compatible densities with neighboring jurisdictions.

(2) Handicapped Access. Wesley Chapel Lakes shall encourage the development of some living units (with a varying number of bedrooms) as accessible units for the handicapped.

(3) Annual Report. Each annual report shall include updated information on the actual prices and rents of housing units constructed relative to the then-current Department of Housing and Urban Development affordable housing guidelines.

(4) Range of Services. Wesley Chapel Lakes, in its marketing efforts, shall promote a broad range of services to meet the needs of the project's anticipated residential mix.

(5) HAIP. In order to ensure that people will find adequate housing opportunities reasonably accessible to their places of employment, the Developer shall, prior to Phase II approval, conduct an analysis of the housing needs to be created by the development and determine the availability of adequate housing proximate to or otherwise reasonably accessible to the development. This analysis and determination shall be accomplished using a methodology approved by the DCA. If such analysis indicates that the development will create a substantial need for adequate housing that is not being provided by other residential development proximate to the development or if such an analysis indicates that the development would not substantially further the creation of adequate housing opportunities reasonably accessible to places of employment, then the Developer shall prepare a Housing Affordability and Implementation Plan ("HAIP") and adopt the HAIP as an amendment to this Development Order. The HAIP shall comply with the goals and standards established in FRCRPP, the Comprehensive Plan, and all applicable rules and policies established by the state land planning agency prior to the commencement of the development. At a minimum, the HAIP shall contain:

- (a) Specific provisions for off-site housing within proximate distance of the development.
- (b) Specific mechanisms for HAIP implementation.
- (c) Provisions to ensure continued adequacy of units provided.
- (d) Monitoring provisions.
- (e) Location and placement of adequate housing units.
- (f) An assessment of the HAIP and its relationship to the local comprehensive plan in regard to the need for adequate housing.

In addition, the HAIP also contain:

(g) Proposed provisions for crediting the Developer for activities that address adequate housing opportunities.

(h) Proposed Developer incentives for providing adequate housing opportunities such as density bonuses, density transfers, alternative or expedited development review, or partial or full fee waivers.

s. Vegetation and Wildlife

(1) Listed Species. In the event that any species listed in Sections 39-27.003-.005, F.A.C., are observed frequenting the site for nesting, feeding, or breeding, proper protection/mitigation measures shall be employed immediately in cooperation with the Florida Game and Fresh Water Fish Commission ("FGFWFC").

(2) Gopher Tortoise Habitat. Prior to any development on the site, an appropriate upland preservation area shall be designated upon the Master Development Plan for Wesley Chapel Lakes for gopher tortoise habitat. This habitat area may be a joint use area with the review of FGFWFC. Other mitigative measures may be implemented with the consent of FGFWFC.

t. Entrepreneurship and Small Business

The Developer shall promote entrepreneurship and small and minority-owned business startups and provide for non-discriminatory employment opportunities within the development.

6. General Conditions

a. Subsidence. Potential buyers of Wesley Chapel Lakes property shall be informed as may be required by Florida law of the property's potential for subsidence prior to closure of the purchase.

b. Commercial Nodes. Commercial uses in residential areas of Wesley Chapel Lakes shall be limited to nodes pursuant to Pasco County's "Local Guidelines for Commercial Uses."

c. TBRPC Fees. Any outstanding amounts for initial review by TBRPC shall be paid with 15 days after proper, detailed, billing. Payment for any future activities of the TBRPC with regard to this development including, but not limited to, monitoring of enforcement actions, shall be paid to the TBRPC by the Developer in accordance with the DRI Fee Schedule.

d. Excess Infrastructure. Excess infrastructure capacity constructed to serve later phases of the development shall be at the Developer's risk and shall not vest later phase development rights.

7. Procedures

(a) Monitoring. Monitoring of this development shall be by the Department at the time of the annual report submittal and by the DRC during review of the development approvals.

(b) Annual Report. The Developer shall provide an annual report on DCA Form BLWM-07-85 to the Department, the TBRPC, and the DCA or their successor agencies, on December 19, the anniversary date of final adoption, of each year during the term of this Development Order.

(c) Compliance. If the annual report is not submitted within 30 days after the due date, Pasco County shall notify the Developer and shall declare the project not to be in compliance with the Development Order. Should the report not be submitted within 30 days after such notification, all ongoing development activity, further issuance of building permits, and extension of services to the project shall cease immediately, pursuant to Section 380.06(17), Florida Statutes, as amended, until a public hearing has been held, pursuant to Section 380.06(19), Florida Statutes, as amended, to determine if a substantial deviation has occurred.

(d) Successor Developer. Should the Developer divest himself of all interest in Wesley Chapel Lakes prior to the expiration of this Development Order, the Developer shall, subject to approval by Pasco County, designate the successor entity to be responsible for preparation of the annual report.

8. Amendment/Substantial Deviations

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

9. Notice of Adoption.

a. Filing. 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(15)(f), Florida Statutes, as amended.

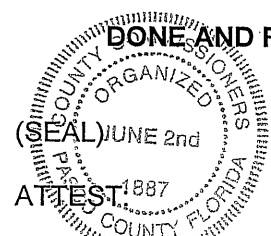
b. Distribution. The Clerk of the Board of County Commissioners shall return 4 executed originals of this Development Order and one executed original Notice of Adoption to the Planning and Growth Management Department. The Planning and Growth Management Department shall then send out the originals to the DCA and TBRPC, and to attorneys of record in these proceedings.

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

10. Severability.

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

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



DONE AND RESOLVED this 11 day of January, 2011.

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA


PAULA S. O'NEIL, CLERK & COMPTROLLER


ANN HILDEBRAND, CHAIRMAN

APPROVED

JAN 11 2011

BOCC

EXHIBITS

- Exhibit A Application for Development Approval, Sufficiency Responses and the NOPC Application*
- Exhibit B TBRPC Final Report* and NOPC Report
- Exhibit C Legal Description
- Exhibit D Developer's Commitments
- Exhibit E Master Plan/Map H
- Exhibit F Preservation Conservation Map
- Exhibit G Proportionate Share
- Exhibit H S.R. 56 Agreement*
- Exhibit I Amended and Restated WCL Development Agreement*
- Exhibit J Wyndfields Agreement*
- Exhibit K Roadway Intersection Improvements

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

EXHIBIT A

Application for Development Approval, Sufficiency Responses and the NOPC Application*

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

EXHIBIT B

TBRPC FINAL REPORT* and NOPC REPORT

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

EXHIBIT C

LEGAL DESCRIPTION

Legal Description

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 34 lying North of the Northerly right-of-way line of Strickland Road and a portion of the Southeast 1/4 of Section 33, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north $89^{\circ}55'08''$ west, 1833.08 feet along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Plat one as shown on Plat recorded in Plat Book 15, Pages 118 through 120 inclusive and the South boundary line of Fox Ridge-Phase two unit two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North $00^{\circ}00'22''$ East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South $89^{\circ}59'38''$ East, 261.58 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 148.67 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 581.00 feet along said Westerly boundary line; thence South $89^{\circ}59'38''$ East, 148.67 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 581.00 feet along said Westerly boundary line; thence South $89^{\circ}59'38''$ East, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 290.50 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 150.00 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 480.00 feet along said Westerly boundary line; thence North $02^{\circ}34'00''$ East, 163.78 feet along said Westerly boundary line; thence North $07^{\circ}03'20''$ West, 139.08 feet along said Westerly boundary line; thence North $19^{\circ}22'38''$ West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concave to the left along said Westerly boundary line, having a radius of 62.50 feet, a chord of 40.57 feet bearing North $38^{\circ}30'17.9''$ East; thence 22.28 feet along the arc of a curve concave to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North $45^{\circ}05'42.5''$ East, thence North $70^{\circ}37'22''$ East, 221.96 feet along said Westerly boundary line; thence North $19^{\circ}22'38''$ West, 40.00 feet along said Westerly boundary line; thence South $70^{\circ}37'22''$ West, 221.96 feet along said Westerly boundary line; thence 22.28 feet along the arc of a curve concave to the right along said

Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 83°50'58.8" West; thence 30.41 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 62.50 feet, a chord of 30.11 feet bearing North 72°15'37.1" West; thence North 19°22'38" West, 446.82 feet along said Westerly boundary line; thence North 70°37'22" East, 265.40 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 128.56 feet along said Westerly boundary line; thence North 19°22'38" West, 333.79 feet along said Westerly boundary line; thence North 71°20'47" East, 266.19 feet along said Westerly boundary line; thence North 19°22'38" West, 382.90 feet along said Westerly boundary line; thence 156.92 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 920.00 feet, a chord of 156.73 feet bearing North 78°30'33.1" East; thence North 70°37'22" East, 187.12 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 138.36 feet along said Westerly boundary line; thence North 00°20'49" East, 238.36 feet along said Westerly boundary line; thence South 77°04'41" West, 1159.01 feet along the Southerly boundary line of Fox Ridge Phase Two Unit Four as shown on Plat recorded in Plat Book 19, Pages 113, 114, and 116 of the Public Records of Pasco County, Florida; thence South 19°22'38" East, 159.38 feet along aforesaid Southerly boundary line; thence North 89°49'01" West, 190.00 feet along aforesaid Southerly boundary line; thence South 07°52'46" East, 264.78 feet along aforesaid Southerly boundary line; thence South 70°37'22" West, 155.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right, along aforesaid Southerly boundary line; having a radius of 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West; thence South 70°37'22" West, 60.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right along aforesaid Southerly boundary line, having a radius of 25.00 feet, a chord of 35.36 feet bearing South 25°37'22" West; thence South 70°37'22" West, 173.30 feet along aforesaid Southerly boundary line; thence 141.39 feet along the arc of curve concaved to the right along aforesaid Southerly boundary line, having a radius of 417.94 feet, a chord of 140.72 feet bearing South 80°18'52" West; thence North 00°00'22" East, 978.93 feet along the West boundary line of said Fox Ridge Phase Two Unit Four; thence North 00°20'59" East, 3962.43 feet along aforesaid West boundary line and its North extension, also being the West boundary line of Fox Ridge Phase Two Unit Three and its North and South extension as shown on Plat recorded in Plat Book 19, Pages 42 through 45 inclusive of the public records of Pasco County, Florida; thence North 89°32'44" East, 1280.00 feet; thence North 00°23'46" East, 504.21 feet along the West boundary line of Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat Book 18, pages 81 through 84 inclusive of the public records of Pasco County, Florida; thence South 89°29'04" West, 497.71 feet;

thence North 00°23'46" East, 1433.31 feet to a point on the
 southerly right-of-way line of County Road No. 54 as now
 established; thence North 84°23'47" West, 1331.53 feet along said
 southerly right-of-way line; thence South 00°03'51" West, 1200.29
 feet; thence South 00°26'12" West, 1321.74 feet along the
 approximate maintained centerline of Smith Road and its South
 extension is now established; thence South 89°31'38" West, 167.88
 feet; thence South 57°42'55" West, 337.80 feet; thence South
 62°34'40" West, 929.92 feet; thence South 19°39'09" West, 177.18
 feet to a point on the West boundary line of said Section 15;
 thence South 00°23'19" West, 3192.61 feet along the West boundary
 line of said Section 15 to the Southwest corner of said Section
 15, also being the Northwest corner of said Section 22; thence
 South 00°03'23" West, 3878.07 feet along the West boundary line of
 said Section 22; thence South 89°58'06" East, 270.00 feet; thence
 South 00°03'23" West, 1600.00 feet parallel to the West boundary
 line of said Section 22; thence South 00°15'55" West, 815.00 feet
 parallel to the West boundary line of said Section 27; thence
 North 89°15'06" West, 270.00 feet to a point on the West boundary
 line of said Section 27; thence South 00°18'55" West, 4472.16 feet
 along the West boundary line of said Section 27 to the Southwest
 corner of said Section 27, also being the Northwest corner of
 Section 34; thence South 00°10'16.5" West, 3949.28 feet along the
 West boundary line of said Section 34 also the East boundary line
 of said Section 33; thence North 89°53'20" West, 1340.04 feet;
 thence South 00°10'00" West, 1264.47 feet to a point on the
 northerly right-of-way line of Strickland Road as now established;
 thence North 73°44'23" East, 185.90 feet along said northerly
 right-of-way line; thence North 84°27'34" East, 68.25 feet along
 said northerly right-of-way line; thence South 74°53'42" East,
 466.42 feet along said northerly right-of-way line; thence North
 89°58'16" East, 502.09 feet along said northerly right-of-way
 line, also being the South boundary line of said Section 33;
 thence North 63°12'07" East, 1182.47 feet along said northerly
 right-of-way line; thence North 87°58'49" East, 1413.82 feet along
 said northerly right-of-way line; thence South 76°37'16" East,
 2500.05 feet along said northerly right-of-way line to a point on
 the South boundary line of the Southeast 1/4 of said Section 34;
 thence North 89°58'34" East, 579.61 feet along the South boundary
 line of the Southeast 1/4 of said Section 34 to the Southeast
 corner of said Section 34, also being the Southwest corner of said
 Section 38; thence North 89°54'26" East, 780.00 feet along the
 South boundary line of the Southwest 1/4 of said Section 38;
 thence North 00°09'14" East, 5208.57 feet parallel to the West
 boundary line of said Section 35 to a point on the North boundary
 line of said Section 28; thence North 00°15'13" East, 5281.398
 feet parallel to the West boundary line of said Section 28 to a
 point on the North boundary line of said Section 28, also being
 the Southeast corner of said Fox Ridge-Plat One; thence North
 89°38'09" West, 780.00 feet along the North boundary line of said
 Section 28, also being the South boundary line of said Fox
 Ridge-Plat One to the point of beginning. Subject to easements
 and rights-of-way of record.

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southerly right-of-way line of S.R. No. 56 (100' R/W); thence run S. 64°23'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 2249.998 acres more or less.

EXHIBIT A
A OF 5

TOGETHER WITH:

IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA:

Section 33: The SW $\frac{1}{4}$ of SE $\frac{1}{4}$, and the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, and the triangular SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the triangular SW $\frac{1}{4}$ of S $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying South of the road.

Section 34: That part of the S $\frac{1}{4}$ lying South of the road.
Containing 118 acres, more or less.

EXHIBIT D

DEVELOPER'S COMMITMENTS

DRI #166 - WESLEY CHAPEL LAKES

DEVELOPER COMMITMENTS

The following are developer commitments set forth in the Application for Development Approval (ADA) and Sufficiency Response (SR) which shall be honored by the developer, except as they may be superseded by specific terms of the Development Order.

General Project Description

Most daily shopping, medical, and recreational needs will be provided on site and sensitively located and planned to meet the needs of project residents. Required handicapped standards will be met throughout the project as required by Pasco County. An internal pedestrian system is proposed linking these uses with the residential areas of the site. (SR, Pages 1-18, 1-19, Section 1.A.)

The developer will employ accepted transportation planning and engineering techniques in the site development of the tracts paralleling S.R. 54 in order to maximize the ease of ingress and egress while maintaining optimum levels of service. Every reasonable effort will be made to ensure compliance with the proposed access management plan for S.R. 54. (SR, Page 1-5, Section 1.A.)

The specific right-of-way width required for the realigned S.R. 54 will be worked out when the design is finalized. The applicant will work closely with FDOT at that time. (SR, Page 1-1, Section 1.F.)

The applicant will consider the possibility of incorporating child care facilities in the overall planning approach at the time of detailed site planning. (SR, Page 1-6, Section 1.A.)

ENVIRONMENTAL AND NATURAL RESOURCES

Air

Following finalization of the requested revisions to the Wesley Chapel Lakes transportation analysis, an air quality impact analysis will be conducted consistent with DER Guidelines. This analysis will be submitted as a separate report to TERPC and DER. (SR, Page 1-7, Section 1.A.)

Mitigation measures to offset air quality impacts will be developed in coordination with DER during the air modeling process if project-generated traffic is determined to degrade air quality to levels below ambient air quality standards. (SR, Page 1-5, Section 1.B.)

If the air quality impact analysis finds project-generated traffic to degrade air quality to levels below state and federal Ambient Air Quality standards, appropriate mitigative measures will be proposed to TBRPC and DER. (SR, Page 1-7, Section 1.A.)

If transportation and air analysis indicate the project will result in the violation of federal or state ambient air quality standards, measures to reduce congestion and facilitate traffic flow will be incorporated into the project (i.e., additional signalization or lineage on impacted roadways, mass transit system). (ADA, Page 13-3)

Land

In development areas where the water table will be lowered by implementation of the proposed drainage plan, natural hydroperiods and high and low water levels will be maintained in wetland areas. (ADA, Page 14-1)

Roadway soil conditions will be stabilized by using soil cement or by the placement of underdrains when necessary. (ADA, Page 14-1)

Temporary erosion control measures will be employed during project construction to minimize wind and water erosion. Dust control measures such as watering or the use of calcium chloride will be employed as needed. Permanent erosion control features such as permanent landscaping will be incorporated into the project at the earliest practicable time. (ADA, Page 14-2)

Soil borings will be taken in areas proposed for retention ponds or wastewater facilities and further testing will be conducted if warranted. Such facilities will not be constructed in areas determined to be unsuitable. (SR, Page 1-8, Section 1.A.)

Cut and fill analysis will be completed during the site engineering phases of development. (SR, Page 1-8, Section 1.A.)

Stormwater Best Management Practices will be implemented during construction to minimize soil erosion and any resultant degradation of receiving waters. (ADA, Page 22-5)

Water

Semi-annual (wet-season, dry-season) monitoring will be continued as performed in the baseline water quality study (ADA, Page 15-8), commencing with construction and continuing for two years following build-out of the project (SR, Page 1-2, Section 1.C.)

Only EPA approved herbicides, pesticides and fertilizers will be used on the golf course and associated development. Careful application of all chemicals and the surface water treatment/enhancement functions provided by on-site surface water treatment systems will prevent any significant impacts to the site's surface and groundwater quality. (SR, Page 1-10, Section 1.A.)

The application of approved fertilizers and/or pesticides will be completed by qualified grounds persons. (SR, Page 1-4, Section 1.C.)

The following surface water management features should provide adequate protection of the receiving ground and surface water quality:

1. The use of grassed swales for treatment and conveyance of urban stormwater runoff.
2. The incorporation of the site's existing on-site wetland areas into the water management system for retention as well as for treatment purposes.
3. The on-site retention of the first one-half inch of runoff or runoff from the first inch of rainfall, whichever is applicable.
4. The use of lakes to allow for surface water mixing and sedimentation of suspended solids prior to discharge.
5. The incorporation of a centralized wastewater collection system into the project to provide conveyance to an existing regional wastewater treatment plant. (ADA, Page 15-8)

No activities with the potential to degrade groundwater are anticipated on-site. The development is planned to be primarily residential, with no septic tanks. Proposed commercial activities will not generate hazardous wastes. (SR, Page 1-10, Section 1.A.)

During construction, wetlands will be protected by staking the perimeter with hay bales and the placement of turbidity screens. (SR, Page 1-11, Section 1.A.)

There will be no direct discharge of stormwater to sinkholes on site. (SR, Page 1-7, Section 1.B.)

Wetlands

Wetland impacts will be primarily limited to those resulting from proposed roadways and the golf course. The remaining wetlands, approximately 470 acres of wetlands, will generally be preserved. (SR, Page 1-12, Section 1.A.) (Developer clarification: once established through final site plans for development pod, SWFWMD and ACOE jurisdictional determinations.)

Wetlands not proposed for impact as depicted on the master site plan have been designated as conservation or preservation areas. Additional wetland impacts on individual homeowner's lots are not anticipated. (SR, Page 1-3, Section 1.C.)

It is not the intent of the applicant to propose wetland impacts other than those generally illustrated on the conceptual Master Site Plan in individual development pods. Each development pod has been designed with areas adequate and necessary for the indicated development. (SR, Page 1-1, Section 1.D.)

Floodplains

No permanent structures in the development will be constructed below the 100-year flood levels. In areas where development will encroach upon the 100-year flood plain, compensation for lost storage of flood waters will be provided through additional storage in created lakes as detailed in the Master Drainage Plan. All finished floor elevations of buildings will be above the 100-year flood levels. (ADA, Page 17-1)

Prior to construction plans and permitting, the applicant will establish the 100-year base flood elevation as a requirement of the Conceptual Master Drainage Plan. (SR, 1-12, Section 1.A.)

Vegetation and Wildlife

The marsh where the Florida sandhill cranes were frequently observed will be preserved. (SR, Page 1-14, Section 1.A.)

Historical and Archaeological Sites

If any historical or archaeological resources are unearthed during construction, proper measures will be taken to notify the correct officials and construction activities will cease until the situation has been resolved (ADA, Page 19-1)

PUBLIC FACILITIES

Wastewater Management

Septic tanks are not planned for the project (ADA, Page 21-5)

Drainage

Treatment of stormwater runoff will occur by collection and filtration through excavated retention/detention systems (ADA, Page 22-1)

The post-development drainage system will utilize swales, storm sewer systems, culverts, and retention/detention lakes. It will also incorporate existing drainage swales, ditches and wetlands as much as possible. (ADA, Page 22-1)

These lakes will have filtration systems and weir structures and/or underdrain systems to maintain water levels, improve water quality and allow discharge at the appropriate pre-development rate. (ADA, Page 22-2)

All stormwater runoff will be directed via grassed swales and stormwater piping into retention/detention lakes. (ADA, Page 22-4)

Culverts at proposed road crossings will be utilized to maintain existing drainage patterns. (ADA, Page 22-5)

The stormwater management system proposed for Wesley Chapel Lakes will provide treatment of the required volume and will not commingle any untreated runoff. (SR, Page 1-15, Section 1.B.)

A homeowners' association(s) will be created which will assume the responsibility of maintaining the drainage system within residential areas. The golf course owners will maintain those systems inclusive of golf course acreage and Pasco County will be responsible for the park. (ADA, Page 22-6)

Water Supply

Non-potable water will be a combination of shallow irrigation wells and treated effluent. (SR, Page 1-5, Section 1.C.)

Sound engineering practices will be exercised during the design of the distribution systems to provide adequate fire protection even during times of heavy water usage within the development. This would include discerning the design flow and pressure requirements of the local fire-fighting authorities and performing numerical analyses of the proposed system to determine the appropriate line and pump sizes. (ADA, Page 23-5)

The potable water supply will be constructed by the developers, as each specific parcel of land is developed. (ADA, Page 23-4)

Solid Waste

The applicant will participate in any county-wide effort to recycle waste products. (SR, Page 1-22, Section 1.A.)

There is no industrial land use in the project, nor are there any land uses contemplated that will generate any industrial or hazardous wastes requiring special treatment. (ADA, Page 21-1.)

The developer intends to assure compliance with Chapter 84-223 Laws of Florida. (SR, Page 1-22, Section 1.A.)

Energy

Alternative energy sources will be used wherever feasible. (SR, Page 1-17, Section 1.B.)

The owner/applicant will encourage purchasers of individual development tracts to utilize construction techniques and building materials which can reduce the cost of construction, maintenance and energy consumption. (SR, Page 1-40)

Education

The applicant has generally agreed to reserve 15 acres for the Pasco County School Board to use as an elementary school site. (SR, Page 1-5, Section 1.B.)

The applicant and the School Board will be negotiating an elementary school site on Wesley Chapel Lakes property. (SR, Page 1-23, Section 1.A.)

An analysis of the estimated school tax and impact fee yield from Wesley Chapel Lakes during each phase of development, an estimate of the capital improvement costs that will be borne by the local government for installation of all public education facilities not provided by the developer and the availability of educational facility capacity for the students generated by Wesley Chapel Lakes at each phase of development, as needed, will be provided prior to DRI Final Report. (SR, Page 1-23, Section 1.A.) (Developer clarification: delete this commitment)

Recreation and Open Space

A letter from Pasco County providing the following information will be provided prior to the DRI Final Report.

- The County's intended improvements to the park site required to be donated by the developer on-site;
- The type of recreation activities anticipated to be accommodated at this park;
- When the park improvements are scheduled to be made by the County; and
- if there will be a reverter clause attached to the park site. (SR, Page 1-24, Section 1.A.)

A property owners' association will be formed to maintain the lakes, buffers, cypress areas and recreation areas not dedicated to Pasco County. (ADA, Page 27-1)

Passive recreational areas as well as the County parkland have been designed with the needs of children, the elderly and handicapped in mind to encourage use by all age groups. (SR, Page 1-25, Section 1.A.)

Transportation

The responsibility of the developer to contribute to the cost of necessary transportation improvements is understood by the applicant. (SR, Page 1-20, Section 1.B.)

The developer is proposing to pipeline his proportionate share of necessary roadway improvements for Phase I only. (SR, Page 1-20, Section 1.B.)

Housing

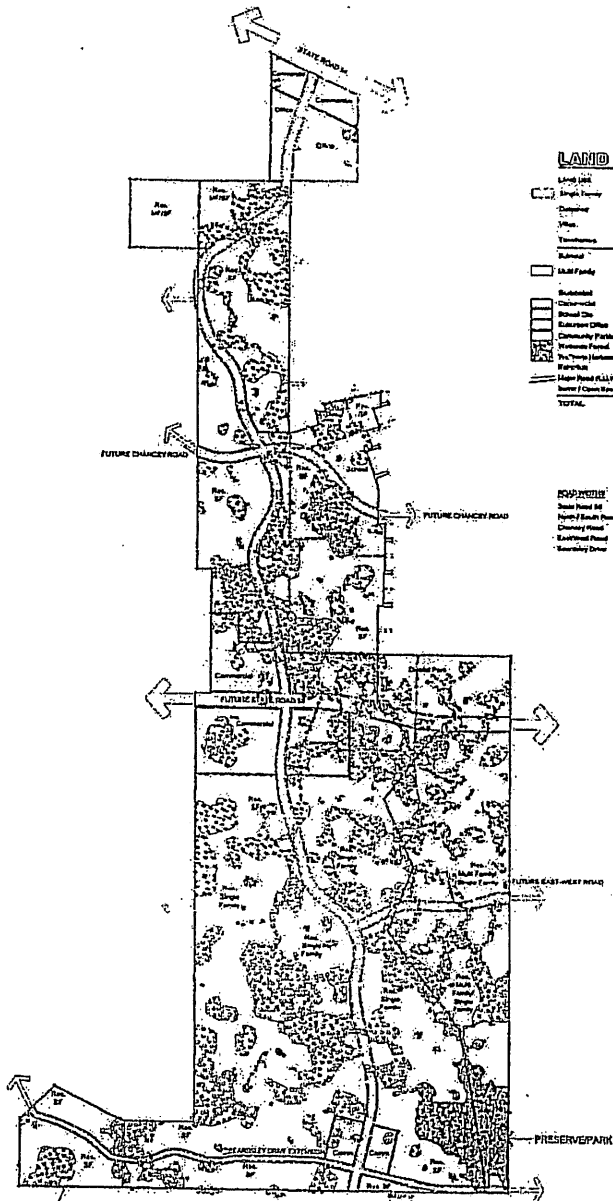
The owner/applicant commits to cooperate in any analysis of housing needs to determine the availability of adequate housing in the impact area of the development. This effort will be coordinated with the Florida Department of Community Affairs (DCA) and Pasco County and will seek to identify the need for adequate housing exceeding that to be provided at Wesley Chapel Lakes. If such an analysis indicates that a substantial need for adequate housing exists, and that Wesley Chapel Lakes is not providing housing which meets this need, the owner/applicant shall further cooperate in the preparation of a Housing Affordability and Implementation Plan (HAIP) which complies with the goals and standards of the FRCRPP, approved Pasco County CLUP, and applicable rules and policies established by DCA prior to the commencement of development. It is anticipated that this commitment will also address the regional need for low-to-moderate income housing as defined by the Department of Housing and Urban Development. (SR, Page 1-39, Section 1.A.)

The gross residential densities of Wesley Chapel Lakes at build-out will be 2.1 dwelling units per acre (based on 2,150 acres and 4,520 units). (ADA, Page J2-3)

Commercial uses will not intrude into residential neighborhoods. (SR, Page 1-6, Section 1.A.)

Improvements made to parcels prior to sale to end users will include road surfacing, water and sewer systems, drainage systems, including the overall retention pond excavation detailed on Map G, electrical and phone connections. (ADA, Page J2-1)

EXHIBIT E
MAP H/MASTER PLAN



LAND USE SUMMARY

LAND USE	ACRES	DENSITY	UNITS
Single Family			
Duplex			1721
Triplex			912
Townhome			1715
Total	347.8	5.4	4348
Multi Family	18.2	10	182
Subtotal	366.0		4530
Condominium	125		
Mixed Use	15		
Retail Office	42		
Community Parkland	36.8		
Vacant Parcel	284		
Total (Excluding)	187.5		
Water Pond (K&L)	150		
Water / Open Space	37.5		
TOTAL	553.5	5.0	4688

ROADS

State Road 88	225' Wide
County Road 100	140' Wide
County Road 101	140' Wide
County Road 102	140' Wide
County Road 103	140' Wide
County Road 104	140' Wide
County Road 105	140' Wide
County Road 106	140' Wide
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County Road 194	140' Wide
County Road 195	140' Wide
County Road 196	140' Wide
County Road 197	140' Wide
County Road 198	140' Wide
County Road 199	140' Wide
County Road 200	140' Wide



SCALE: 1" = 100'
 DATE: 5/23/98
 REV: 10/1/98
 REV: 5/2/98
 REV: 3/3/98
 REV: 5/2/98
 REV: 5/2/98

MEADOW POINTE III & IV
 (W/K/a WESLEY CHAPEL LAKES)

HEIDT & ASSOCIATES, Inc.
 Tampa ♦ Fort Myers

Tampa Office
 2212 Cypress Avenue
 Tampa, Florida 33606
 Phone: 813-253-5311
 Fax: 813-253-5311
 Mobile: 727-642-8556
 Fax: 813-253-2478

MASTER SITE PLAN

MAP
 H

EXHIBIT F
PRESERVATION CONSERVATION MAP

DRI #166
 Wesley Chapel Lakes
 Preservation/Conservation

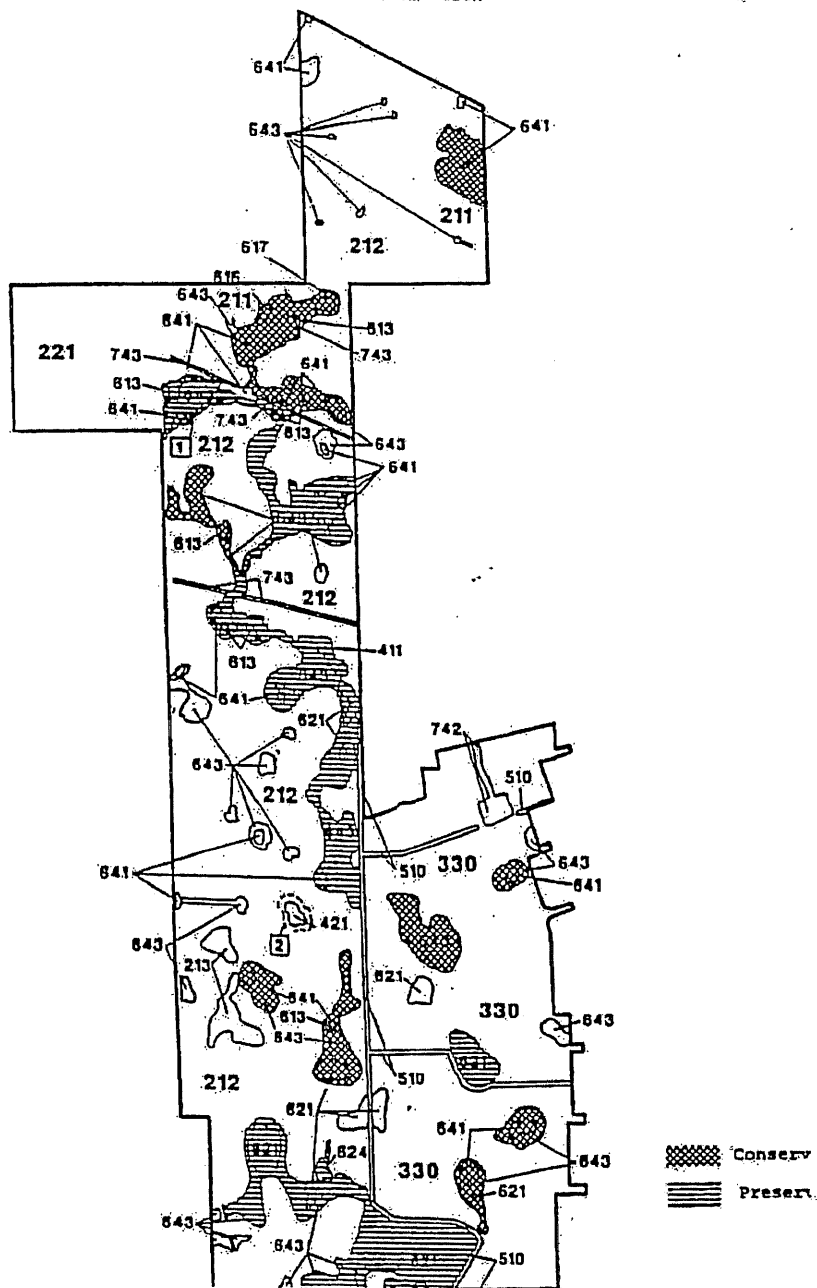


Exhibit "F"

DRI #166
 Wesley Chapel Lakes
 Preservation/Conservation

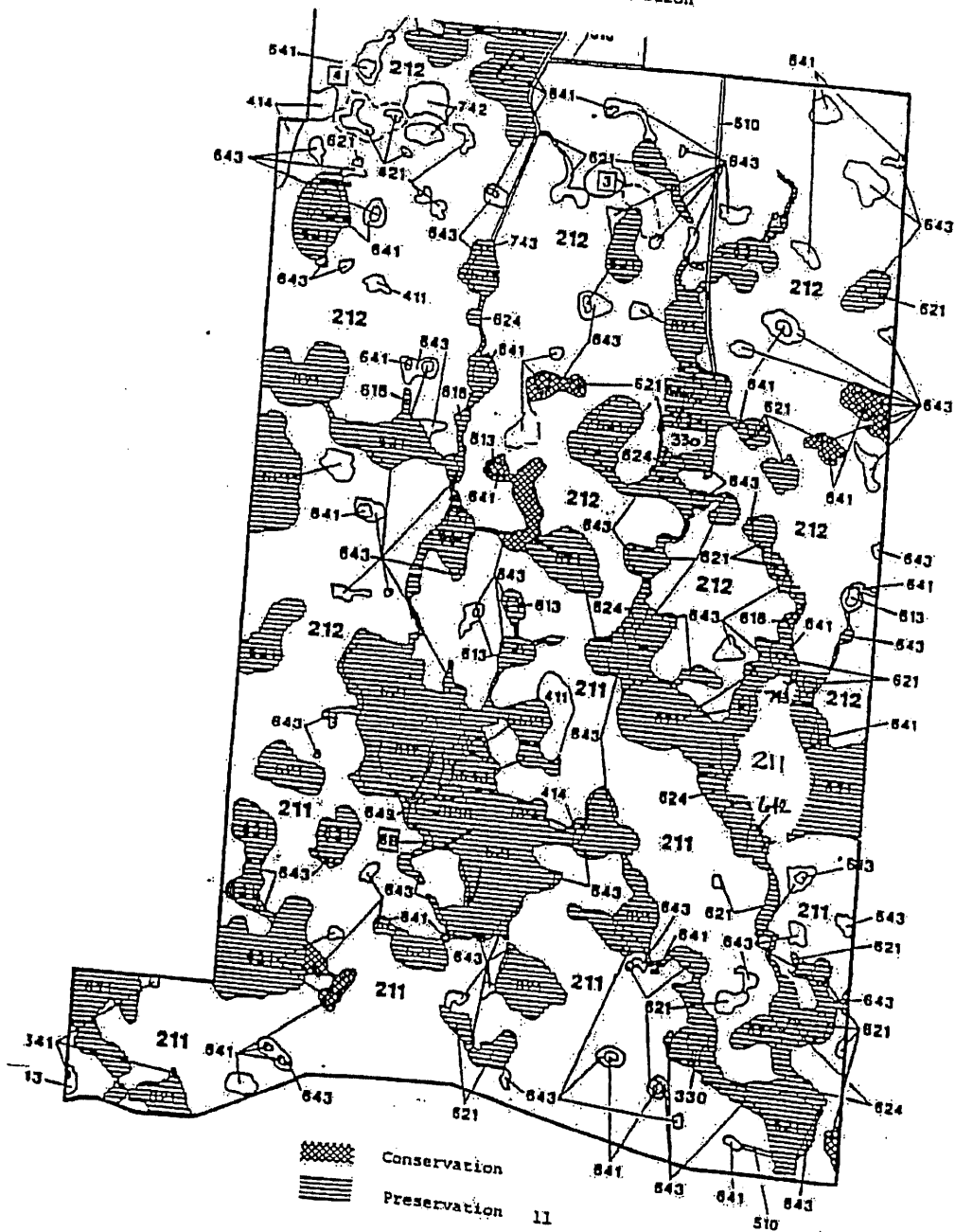


EXHIBIT G

PROPORTIONATE SHARE

EXHIBIT C
TABLE A

WESLEY CHAPEL LAKES PHASE 1
ROADWAY PROPORTIONATE SHARE COSTS
(REVISED 10/1/01)

CR 581	From	To	Project Traffic		NEW CAPACITY		OLD FORMULA		COST/MILE		LENGTH		OLD FORMULA FAIR SHARE COST	
			NBWB	SBWB	NBWB	SBWB	NBWB	SBWB	NBWB	SBWB	LENGTH	TOTAL	NBWB	SBWB
CR 581	175	Donna Mitchell	5,188	3,027	6,930	6,930	2,53%	1,59%	\$53,136,320	\$53,136,320	0.30	\$657,616.26	\$403,762.06	\$253,754.20
		Highwoods	5,204	3,637	6,930	6,930	2,84%	1,77%	\$53,136,320	\$53,136,320	0.20	\$17,668.27	\$17,668.27	\$11,106.98
		Hunters Green	5,980	2,522	6,930	6,930	4,31%	2,65%	\$53,136,320	\$53,136,320	0.20	\$17,668.27	\$17,668.27	\$11,106.98
		Cross Creek	4,517	2,338	5,080	5,080	6,71%	2,92%	\$38,545,440	\$38,545,440	0.40	\$142,858.42	\$142,858.42	\$94,340.63
		Pebble Creek	3,102	1,735	3,160	2,410	8,35%	0,00%	\$2,840,820	\$2,840,820	0.60	\$142,858.42	\$142,858.42	\$94,340.63
		County Line Rd	2,010	2,124	2,110	2,780	0,00%	0,00%	\$514,870	\$514,870	1.30	\$0.00	\$0.00	\$0.00
SR 54	SR 56	SR 54	1,545	1,400	1,850	1,410	0,00%	0,00%	\$514,870	\$514,870	1.00	\$0.00	\$0.00	\$0.00
		SR 54	1,434	685	1,850	1,410	0,00%	0,00%	\$514,870	\$514,870	3.10	\$111,874.70	\$111,874.70	\$111,874.70
	Livingston Ave	SR 56	1,803	1,895	2,110	2,780	0,00%	0,00%	\$1,134,168	\$1,134,168	2.00	\$0.00	\$0.00	\$0.00
SR 56	175	Project	1,377	1,053	1,750	1,330	52,08%	47,00%	\$843,426	\$843,426	0.30	\$0.00	\$0.00	\$0.00
		Monts Bridge Rd.	822	1,322	1,330	1,750	24,14%	35,15%	\$843,426	\$843,426	1.00	\$461,357.14	\$461,357.14	\$243,410.22
		County Line Rd	658	635	1,330	1,330	0,00%	0,00%	\$843,426	\$843,426	0.20	\$728,663.97	\$728,663.97	\$1,061,114.85
SR 581	175	Project	1,590	2,198	1,750	2,780	0,00%	0,00%	\$1,134,168	\$1,134,168	0.90	\$0.00	\$0.00	\$0.00
		Project	784	684	1,230	830	0,00%	0,00%	\$1,027,764	\$1,027,764	3.20	\$0.00	\$0.00	\$0.00
TOTAL													\$1,482,535.85	\$2,744,853.31

WESLEY CHAPEL LAKES PHASE 1
INTERSECTIONS PROPORTIONATE SHARE COSTS

INTERSECTION	% OF LOS CONSUMED	IMP. COST	PROPORTIONATE SHARE COST
CR 581 @ COUNTY LINE RD.	13.3	\$250,000	\$33,250.00
ADD SOUTHBOUND LEFT	13.3	\$150,000	\$19,500.00
ADD EASTBOUND RIGHT			
SR 54 @ 175 WEST RAMP	0.9	\$20,000	\$1,300.00
RESTRIPE LANES & CHANGE SIGNAL			
SR 54 @ 175 EAST RAMP	11.7	\$250,000	\$33,250.00
ADD NORTHBOUND LEFT			
TOTAL			\$83,850.00
TOTAL PROPORTIONATE SHARE			
ROADWAYS			\$6,237,388.95
INTERSECTIONS			\$83,850.00
TOTAL			\$6,321,238.95

EXHIBIT H

S.R. 56 AGREEMENT*

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

EXHIBIT I

**AMENDED AND RESTATED
WCL DEVELOPMENT AGREEMENT***

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

EXHIBIT J

WYNDFIELDS AGREEMENT*

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

EXHIBIT K

ROADWAY INTERSECTION IMPROVEMENTS



LINCKS & ASSOCIATES, INC.

October 22, 2004

Mr. Bipin Parikh
Pasco County Government Center
7530 Little Road, Suite 320
New Port Richey, FL 34650

Re: Wesley Chapel Lakes
Lincks Project No. 99085-T

Dear Mr. Parikh:

On October 8, 2004, the following individuals met to discuss the transportation improvement requirements for 1,747 dwelling units prior to SR 56 being completed.

Mr. Bipin Parikh	Pasco County
Mr. Ali Atefi	Pasco County
Mr. Mark Sifford	DEVCO
Mr. Ted Lincks	Lincks & Associates, Inc.

The following recommendations and comments were provided:

- The fair share cost estimates for the following intersections are acceptable:
 - CR 581 at Aronwood
 - Mansfield at Beardsley
 - County Line Road at Aronwood
- At the intersection of County Line Road and Mansfield Boulevard, the Wesley Chapel Lakes traffic should be redistributed to represent the 182 single family homes approved to the north.
- On Mansfield Boulevard at County Line Road, determine if right of way is available for a dual northbound left turn lane.
- At County Line Road and CR 581, add a southbound lane for ¼ mile to receive a westbound triple left turn lane.

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

Mr. Bipin Parikh
October 22, 2004
Page 2

- At County Line Road and CR 581, and at County Line Road and Mansfield Boulevard, prepare a fair share cost estimate.

The following provides the requested information.

County Line Road at Mansfield Boulevard Traffic

The project traffic was redistributed to represent the 182 single family units of Wesley Chapel Lakes that are located to the north. The resulting 2008 traffic would be as follows:

	Before		Revised	
	AM	PM	AM	PM
Eastbound Left	0	0	29	97
Eastbound Right	148	529	119	432
Northbound Left	490	298	404	242
Southbound Right	0	0	86	56

Right-of-Way on Mansfield Boulevard

To add a dual northbound left turn lane would require a maximum pavement width for 4 lanes or 48 feet. The Mansfield right of way is 80 feet wide, leaving 16 feet on each side of the roadway. This would allow an urban design to be provided with a design speed of 45 miles per hour.

Modified Fair Share Costs

At the request of the County, a fair share cost was calculated for the following improvements:

CR 581 at County Line Road

- Add a southbound receiving lane for ¼ mile.
- Add a second northbound right turn lane.

County Line Road at Mansfield

- Add an eastbound left turn lane.
- Add a dual northbound left turn lane.
- Signalize when warranted.

The resulting fair share cost compared to the previous estimate is as follows:

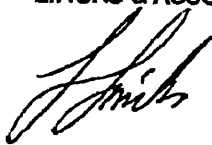
Mr. Bipin Parikh
October 22, 2004
Page 3

	Based on Traffic	Based on Capacity
Previous Fair Share	\$676,477	\$651,183
Revised Fair Share	\$852,158	\$889,856

Hopefully, these data will assist you in your efforts.

Very truly yours,

LINCKS & ASSOCIATES, INC.



Ted F. Lincks, P.E.
President

TFL/cvc

Enclosures

Cc: Don Buck
Keith Bricklemyer

#166



PASCO COUNTY, FLORIDA

NEW PORT RICHEY
DADE CITY
LAND O' LAKES
FAX

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

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

CERTIFIED MAIL NO. 7004 1160 0000 4437 9592
RETURN RECEIPT REQUESTED

February 25, 2009

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

RE: Wesley Chapel Lakes - Development of Regional Impact (#166)
Development Agreement

Dear Mr. McDaniel:

Enclosed please find a copy of the recorded Wesley Chapel Lakes Development of Regional Impact #166 Amended and Restated Development Agreement, which is hereby rendered in accordance with Section 163.3239, Florida Statutes. This amended and restated development agreement was approved by the Pasco County Board of County Commissioners on November 25, 2008 and was recorded in the public records of Pasco County on January 6, 2009.

Sincerely,

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

Cynthia D. Spidell, MBA
Senior Planner

Enclosure

cc: Clayton Brickleyer, Brickleyer, Smolker and Boves, P.A., 500 East Kennedy Blvd., Suite 200, Tampa FL 33602
Kent Fast, Florida Department of Transportation, 11201 N. McKinley Dr., Tampa, FL 33612
John Meyer, Tampa Bay Regional Planning Council, 4000 Gateway Centre Blvd Suite 100, Pinellas Park, FL 33782
David Goldstein, Chief Assistant County Attorney
Dawn Sutton, Planner I



3/2

AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY, WESLEY CHAPEL LAKES, LTD., CLEARWATER BAY ASSOCIATES, INC., PASCO HEIGHTS DEVELOPMENT CORPORATION, MEADOW POINTE GENERAL PARTNERSHIP, MEADOW POINTE III COMMUNITY DEVELOPMENT DISTRICT, AND MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT FOR WESLEY CHAPEL LAKES DEVELOPMENT OF REGIONAL IMPACT NO.166

This Amended and Restated Agreement (the "**Restated D.A.**") 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 WESLEY CHAPEL LAKES, LTD., a Florida limited partnership, hereinafter referred to as "**WCL**", and CLEARWATER BAY ASSOCIATES, INC., a Florida corporation, hereinafter referred to as "**CBA**" (collectively "**WCL LANDOWNERS**"); and PASCO HEIGHTS DEVELOPMENT CORPORATION, a Florida corporation hereinafter referred to as "**PHDC**"; MEADOW POINTE GENERAL PARTNERSHIP, a Florida General Partnership, hereinafter referred to as "**MPGP**"; MEADOW POINTE III COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government, and MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government, hereinafter collectively referred to as (the "**DISTRICT**"). PHDC, MPGP and the DISTRICT are hereinafter collectively referred to as the **DEVELOPER**."

W I T N E S S E T H:

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

WHEREAS, on November 19, 2002, Pasco County approved an Amended Development Order approving with conditions, the Wesley Chapel Lakes Development of Regional Impact No. 166 (hereinafter "**Amended D.O.**") in response to a Notice of Proposed Change (**NOPC**) for DRI No. 166, 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, Table 1, attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by Phase 1 of the Project and the required improvements that are needed to be constructed to ensure maintenance of the adopted level of service for such roadways and intersections based on the results of the transportation analysis conducted in conjunction with the NOPC application; and

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

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

Rcpt: 1220325 Rec: 282.00
DS: 0.00 IT: 0.00
01/06/09 Dpty Clerk

PAULA S. O'NEIL, CLERK & COMPTROLLER
01/06/09 03:28pm 1 of 33
OR BK 7994 PG 1213

WHEREAS, the Amended D.O. establishes the amount of \$6,321,218.95 as the DEVELOPER'S proportionate share contribution for the transportation impacts of Phase I of the Project and requires the DEVELOPER to apply the proportionate share contribution toward the construction of an extension of S.R. 56 in order to mitigate the transportation impacts of Phase I of the Project; and

WHEREAS, on November 19, 2002, Pasco County approved a Development Agreement with the WCL LANDOWNERS and the DEVELOPER (the "**Original D.A.**"); and

WHEREAS, the COUNTY has entered that certain "Right-of-Way Acquisition, Road Design, Permitting and Construction Agreement for Wiregrass Ranch/Wesley Chapel Lakes S.R. 56 Project" with Wiregrass Ranch, Inc. ("**Wiregrass**") and the DEVELOPER (the "**Joint S.R. 56 Agreement**"); and

WHEREAS, the PD&E for the S.R. 56 Extension and the Eastern Segment has been completed and approved by the County, the FDOT and the Federal Highway Administration ("**FHWA**"); and

WHEREAS, the COUNTY has approved the Wiregrass Ranch DRI Development Order (the "**Wiregrass D.O.**") with conditions requiring the construction of an expanded S.R. 56 extension from C.R. 581 to Meadow Pointe Boulevard, which conditions affect the implementation of the Joint S.R. 56 Agreement, thereby requiring amendments to the Original D.A., the Amended D.O. and the Joint S.R. 56 Agreement; and

WHEREAS, on September 8, 2008, the COUNTY approved the S.R. 56 Roadway Agreement between Locust Branch, LLC, Pasco County, Florida and Meadow Pointe IV Community Development District (the "**S.R. 56 Roadway Agreement**"), which terminated and replaced the Joint S.R. 56 Agreement; and

WHEREAS, the S.R. 56 Roadway Agreement requires that the Original D.A. be amended as set forth herein; 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 S.R. 56 Extension as detailed in the S.R. 56 Roadway Agreement plus the DEVELOPER'S obligation to complete the Eastern Segment as defined therein as adequately mitigating the extra-jurisdictional impacts of Phase 1 of the Project on the significantly impacted state and regional roadways; and

WHEREAS, FDOT and the COUNTY have acknowledged and agreed that the S.R. 56 Extension as defined in the S.R. 56 Roadway Agreement will be a project of the DISTRICT, the funding for which shall be provided as set out in the S.R. 56 Roadway Agreement; and

WHEREAS, the Project has also received zoning approval as a Master Planned Unit Development by Rezoning Petition No. 5828, as amended (the "**MPUD Approval**"); and

WHEREAS, PHDC and WCL LANDOWNERS, having been and continuing to be in the cattle ranching business and other agricultural businesses and not in the real estate development business, and having no ability and no intention whatsoever to be real estate developers but acknowledging that the land owned by them within the Wesley Chapel Lakes DRI is subject to the obligations under the Wesley Chapel Lakes DRI Development Order

and this Restated D.A., have contracted with Devco III, LLC for the purpose of assisting in fulfilling obligations under the Wesley Chapel Lakes Development Order and this Restated D.A.

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

A. WHEREAS CLAUSES

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

B. PURPOSE

It is the purpose and intent of this Restated D.A. to set forth the terms and conditions of development approval for Phase I of the Project, as defined pursuant to the Amended D.O., as the same relates to the design, right-of-way acquisition, permitting, and construction of the S.R. 56 Extension and the Eastern Segment associated with Phase I of the Project. This Restated D.A. is intended to define the terms and conditions of the COUNTY'S, the WCL LANDOWNERS and the DEVELOPER'S participation in the S.R. 56 Extension, as defined in the S.R. 56 Roadway Agreement. All terms and conditions of this Restated D.A. 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 Restated D.A. is identified on Exhibit A. The original holders of legal title are WCL, CBA, and Pasco Heights Development Corporation. Pursuant to Section 163.3239, F.S., the burdens of this Restated D.A. shall be binding upon and the benefits of the Restated D.A. shall inure to all such legal and equitable owners and their successors in interest.

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

3. Development Uses of Land: The Project is designated as an MPUD Master Planned Unit Development, under the Pasco County Land Development Code, which allows those, permitted uses set forth in the MPUD Approval.

4. Public Facilities: Transportation facilities for the Project will be provided through S.R. 54 and S.R. 56, Meadow Pointe Boulevard and Beardsley Drive, subject to the provisions of this Restated D.A. Potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines along S.R. 54 at the Project entrance and through existing water and sewer lines in the Meadow Pointe subdivision, subject to the Utilities Service Agreement with the COUNTY. 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 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 S.R. 56 Roadway Agreement, this Restated D.A. and the MPUD Approval.

6. Local Development Permits Needed: Prior to the construction of the S.R. 56 Extension and the Eastern Segment, the DEVELOPER shall obtain the necessary development approvals in accordance with the Pasco County Land Development Code. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

7. Findings: The COUNTY has found that the Project, as permitted and proposed, is consistent with those provisions of the Pasco County Comprehensive Plan that are applicable to DRI Development Order, MPUD and Development Agreement approvals. To the extent not vested, the Project 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 other development approvals for the Project.

9. Compliance with Legal Requirements and Permitting: The failure of this Restated D.A. 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 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 and C-2. The MPUD Master Planned Unit Development and C-2 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 and COUNTY agree that the DISTRICT'S and DEVELOPER'S compliance with the terms and conditions of the S.R. 56 Roadway Agreement and this Restated D.A. will mitigate the transportation capacity impacts of Phase 1 of the Project and satisfy transportation concurrency for Phase 1 of the Project through December 31, 2013.

2. S.R. 56 Extension: The District's construction of the S.R. 56 Extension, as described in the S.R. 56 Roadway Agreement, shall also comply with all requirements of this Restated D.A. that are not in conflict with the S.R. 56 Roadway Agreement, including specifically the construction, maintenance guarantee, indemnification and insurance requirements of this Restated D.A.

3. Eastern Segment: The DEVELOPER shall be responsible for designing, permitting and dedicating all necessary right of way and easements for S.R. 56 from Meadow Pointe Boulevard to the eastern boundary of the Project as a four (4) lane divided rural cross section roadway (unless otherwise approved by FDOT and the County) with a wide median (at least 74 feet wide, unless otherwise approved by FDOT and the County) to allow the addition of two (2) interior lanes after four (4) lanes of the roadway have been constructed for an ultimate six (6) lane roadway, and constructing the first two lanes of such roadway (offset), including all shoulders, striping, signalization, signage, medians, stormwater management facilities, flood plain mitigation, wetland mitigation, guardrails, multi-modal paths, sidewalks, transit stops, frontage roads, and other roadway appurtenances, all as determined by the County, FDOT, and other permitting agencies to be necessary for the ultimate six (6) lane roadway ("Roadway Appurtenances") (the "**Eastern Segment**"). DEVELOPER shall obtain 100% design approval from FDOT consistent with the previously approved PD&E, and obtain all necessary SWFWMD, Army Corp of Engineers and FDOT permits for the Eastern Segment by December 31, 2010. The DEVELOPER shall post with the COUNTY a performance guarantee, in a form acceptable to the COUNTY, for one-hundred-twenty-five percent (125%) of the cost of construction of the Eastern Segment on or before March 31, 2011. The Developer shall commence construction of the Eastern Segment as necessary to serve development in the Project, and in any event no later than July 31, 2011. The Developer shall complete construction of the Eastern Segment by December 31, 2012. For purposes of this Agreement, the term "commence construction" shall mean that the final County site development permit for the Eastern Segment has been issued, and the term "complete construction" shall mean that the Eastern Segment has been accepted by the County or FDOT for maintenance and any required maintenance guarantee has been delivered to the County or FDOT.

Within sixty (60) days of the 100% design approval of the Eastern Segment by FDOT and the County, the Developer shall convey to the County, in accordance with section F.5. of this Restated D.A., any additional right of way or easements that are necessary for the construction of the Eastern Segment, including any right of way or easements needed for Roadway Appurtenances. The DEVELOPER shall coordinate the design and permitting of the Eastern Segment with the owners/developers of the Wyndfields MPUD to ensure that S.R. 56 from Meadow Pointe Boulevard to Wyndfields Boulevard is designed and permitted as a unified roadway segment, and in accordance with the previously approved PD&E, and other FDOT requirements.

4. Default: If the DEVELOPER fails to meet any of the time frames set forth in the S.R. 56 Roadway Agreement or herein, unless extended pursuant to Section J.22. of this Restated D.A., it shall be considered a default of this Restated D.A. entitling the COUNTY to enforce the terms of the S.R. 56 Roadway Agreement and this Restated D.A. Upon said default, or any other DEVELOPER default under this Restated D.A. or the Amended D.O., for any development beyond 1,747 dwelling units in Phase 1, development activities

and the issuance of Phase I permits, certificates of occupancy, plats and other development approvals shall cease until the default has been cured to the satisfaction of the COUNTY.

In addition, the DEVELOPER acknowledges that, in the event of an uncured event of default hereunder, the COUNTY has the right to allow third parties to construct the Eastern Segment and to utilize the plans and permits therefore (and, upon such a default, the DEVELOPER will be deemed to have assigned the plans and permits to the COUNTY), and the COUNTY shall have the right to utilize and make available to a third party all such permits and plans for the purpose of enabling such third party to complete such improvements. In addition, in the event of a default, at the COUNTY'S request, the DEVELOPER and/or DISTRICT shall immediately assign to the COUNTY all construction contracts, plans and permits relating to the Eastern Segment. The DEVELOPER further agrees that it has no vested right in any development approval, plat or permit issued after an uncured event of default of this Restated D.A., 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 Restated D.A.

E. S.R. 56 PROJECT DESIGN AND PERMITTING PHASE

1. Design Requirements: All design, permitting, and construction shall be in accordance with the previously approved PD&E and the standards promulgated by FDOT in accordance with Section 336.045, Florida Statutes. Construction plans shall comply with the FDOT Plans Preparation Manual and shall include but not be limited to cross sections, drainage, and plan/profile sheets for a four (4) lane divided rural cross-section (unless otherwise approved by FDOT) roadway. Plan/profile and cross section drainages shall indicate location(s) of drainage inlets and roadway facilities for a four (4) lane divided rural cross-section (unless otherwise approved by FDOT) roadway. 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 of the Project, shall be owned, operated and maintained by the FDOT or COUNTY subsequent to the expiration of the applicable maintenance guarantee period as more fully set forth in Section F.7. below. If roadway drainage facilities are commingled/combined with drainage facilities of the Project, all the drainage facilities shall be permitted, owned, operated and maintained by DEVELOPER or the DISTRICT; appropriate easements shall be provided to the FDOT or COUNTY for the drainage facilities associated with the S.R. 56 Extension and the Eastern Segment so the FDOT or COUNTY has the ability to maintain the facilities in the event DEVELOPER or the DISTRICT defaults on its 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 S.R. 56 Extension and the Eastern Segment are permitted and constructed separately and distinctly from those associated with other Project

impacts, the FDOT or COUNTY will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies).

If the permitted wetland and flood plain mitigation areas related to the S.R. 56 Extension and the Eastern Segment are commingled/combined with drainage facilities of the Project or any adjacent facilities or developments, all the wetland and flood plain mitigation areas shall be permitted, owned, operated and maintained by DEVELOPER; appropriate easements shall be provided to the FDOT or COUNTY for the wetland and flood plain mitigation areas associated with the S.R. 56 Extension and the Eastern Segment so the FDOT or COUNTY has the ability to maintain the facilities in the event DEVELOPER defaults on its obligation to maintain the facilities.

2. COUNTY/FDOT Review and Approval of Design: The DEVELOPER shall complete thirty (30), sixty (60), ninety (90), and 100 percent design plans for the S.R. 56 Extension and the Eastern Segment and shall be required to submit the design plans to FDOT for review and approval based on the previously approved PD&E, and to the COUNTY for review and approval for consistency with the terms and conditions of this Restated D.A. which approval shall not be unreasonably withheld by the COUNTY. The DEVELOPER shall be required to obtain approval of the 100 percent design and right-of-way plans for the S.R. 56 Extension from FDOT prior to commencement of any bidding of the S.R. 56 Extension and the same requirements will apply to the Eastern Segment. The 100 percent design and right-of-way plans shall include an estimate of the cost of constructing the applicable improvement in accordance with the design plans, including inspection costs, and shall be certified by the District engineer, who must be duly registered in the State of Florida (hereinafter the "Cost Estimate"). All plans, once submitted to the FDOT and COUNTY, shall become the property of the FDOT and COUNTY.

3. Permitting Requirements: The DEVELOPER shall obtain any and all required permits from the COUNTY and any and all applicable local, State, and Federal regulatory agencies for the S.R. 56 Extension and the Eastern Segment.

4. County Cooperation: The COUNTY shall upon DEVELOPER'S request cooperate with the DEVELOPER in processing permit applications, and the DEVELOPER agrees to use their best efforts to expeditiously secure all permits that are necessary for the design and construction of the S.R. 56 Extension and the Eastern Segment.

5. 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 Restated D.A. All

work covered under this Restated D.A. 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.

6. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities' infrastructure in conflict with the S.R. 56 Extension and the Eastern Segment. Relocation of any utilities infrastructure which is in conflict with the S.R. 56 Extension and the Eastern Segment 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. If the DISTRICT does not have authority to require the relocation of such utilities infrastructure, the COUNTY agrees upon request of DEVELOPER to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, Florida Statutes. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, DISTRICT or DEVELOPER, the DEVELOPER shall be required to bear the expense of the utility relocation, which expense shall not be eligible for impact fee credits as costs of the S.R. 56 Extension.

F. CONSTRUCTION PHASE

1. General: The DEVELOPER shall proceed and complete the construction of the S.R. 56 Extension and the Eastern Segment in accordance with the time frames set forth in the S.R. 56 Roadway Agreement and this Restated D.A. and in accordance with the final alignment, design, specification, and construction plans as approved by FDOT and with all applicable Federal, State, regional and local rules and regulations. The DEVELOPER and the COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER'S ability in their sole discretion, to accelerate the schedule for construction of the S.R. 56 Extension and the Eastern Segment.

2. Competitive Selection of Contractors: The contract for the construction of the S.R. 56 Extension was awarded based on competitive bids as required by and in accordance with the provisions of Section 190.033, Florida Statutes. In order for the Eastern Segment to be eligible for impact fee credits for the Eastern Segment, the Eastern Segment must be competitively bid in accordance with the provisions of Section 190.033, Florida Statutes.

3. Tender of Project Area: Upon the commencement of construction, the S.R. 56 Extension area and the Eastern Segment shall be deemed to be tendered to the DEVELOPER, and the DEVELOPER shall be in custody and control of the improvements area. The DEVELOPER shall be responsible for providing a safe work zone for the public.

4. Construction Observation: The FDOT'S personnel and authorized representatives shall have the right, but not the obligation, to inspect, observe, and materials test any and all work associated with the improvements area and shall at all times have access to the work being performed pursuant to this

Restated D.A. However, should the FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the FDOT shall notify the DEVELOPER, in writing, and the DEVELOPER shall, at its cost, correct the deficiencies as determined to be necessary by the engineer of record with the concurrence of FDOT. The DEVELOPER shall be solely responsible for ensuring that the S.R. 56 Extension and the Eastern Segment are constructed in accordance with the plans and specifications and required standards. Observations by the FDOT that do not discover deficiencies inconsistent with the approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER'S requirements herein.

5. Right-of-Way: Prior to the COUNTY'S acceptance of any DEVELOPER or WCL LANDOWNERS owned right-of-way, and as a condition precedent for final acceptance, the DEVELOPER shall cause such right-of-way, including right-of-way for Roadway Appurtenances within the Project, as appropriate, to be conveyed to the COUNTY in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road or Roadway Appurtenance purposes.

6. Construction Requirements: During the construction phase of the S.R. 56 Extension and the Eastern Segment, the DEVELOPER shall:

- a. Provide its own on-site inspection and observation by a professional engineer registered in the State of Florida for the purpose of observing and inspecting all construction to make sure it is built according to the plans and specifications.
- b. Obtain all necessary Right-of-Way Use Permits.
- c. Be responsible for supervising and inspecting the construction of the S.R. 56 Extension and the Eastern Segment and be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.
- d. Be responsible for full and complete performance of all construction activities required pursuant to this Restated D.A. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the S.R. 56 Extension and the Eastern Segment until the Project is completed and accepted by the FDOT, which acceptance shall not be unreasonably withheld.
- e. Require testing by an independent lab in accordance with FDOT standards and requirements.
- 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 S.R. 56 Extension and the Eastern Segment are in substantial conformance with the standards established by FDOT pursuant to Section 336.045, Florida Statutes. Said certification shall conform to the standards in the industry and be in a form acceptable to FDOT.
- g. Provide to the FDOT and the COUNTY copies of all design drawings, as-built drawings, and permits received for the S.R. 56 Extension and the Eastern Segment, and such information shall become the property of the FDOT and the COUNTY upon submission.

7. Maintenance Guarantee: Upon completion of the S.R. 56 Extension and Eastern Segment and final acceptance by the COUNTY and/or FDOT in accordance with the County Engineering Inspections Division certification as required in this section, the DEVELOPER or DISTRICT, as applicable, and its construction contractor shall be required to guarantee that the S.R. 56 Extension and Eastern Segment and all work performed is free from defects in workmanship or materials by completing an initial maintenance period and providing a Maintenance Guarantee valid for the entire initial maintenance period plus six (6) months. The monetary amount which shall be made available to the COUNTY under the terms of the Maintenance Guarantee shall be equal to fifteen (15) percent of the cost of the project. The amount shall be based on the engineer's own estimate amounts or an estimate established by multiplying the actual unit quantity by the unit costs contained in Engineering Services Department: A Procedural Guide for the Preparation of Assurances of Completion and Maintenance (as may be subsequently amended). The form of the Maintenance Guarantee shall be in accordance with the aforementioned Procedural Guide for the Preparation of Assurances of Completion and Maintenance, which may include a CDD Maintenance Guarantee. The initial maintenance period shall be three (3) years commencing on the date of acknowledgement of completion and acceptance of a Maintenance Guarantee in accordance with this section, provided, however that the initial Maintenance Guarantee shall be terminated and the Maintenance Guarantee shall no longer be required by COUNTY if FDOT instead of the COUNTY accepts the improvements for maintenance. If FDOT accepts the improvements for maintenance, then the DEVELOPER shall comply with the maintenance guarantee requirements of FDOT. The DEVELOPER shall be responsible for maintaining the project during the initial maintenance period and, if any part of the project should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY. In the event the DEVELOPER or DISTRICT, as applicable, does not maintain the project during the initial maintenance period, the County Administrator shall notify the DEVELOPER or DISTRICT, as applicable, in writing via certified mail, return receipt requested, of the areas that require maintenance. The DEVELOPER or DISTRICT, as applicable, shall have sixty (60) days from receipt of the notice to perform the required maintenance to the satisfaction of the County Administrator or be in default of the Maintenance Guarantee, unless a longer time is agreed upon between the DEVELOPER or DISTRICT and the County Administrator. The DEVELOPER shall also be responsible for requesting, in writing, a final inspection from the Pasco County Engineering Inspections Division not before ninety (90) days prior to the termination of the initial maintenance period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify the DEVELOPER via certified mail, return receipt requested, postmarked within thirty (30) days of such request, providing a list of deficiencies of items to be remedied by the DEVELOPER before the expiration of the maintenance period. In the event the DEVELOPER does not remedy the deficiencies before the expiration of the maintenance period, the DEVELOPER shall be in default of the Maintenance Guarantee. This remedy for correction is a contractual obligation that is a cumulative and not exclusive remedy. Upon completion of construction of the improvements

and final inspection by the COUNTY as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the applicable Maintenance Guarantee, the COUNTY or FDOT shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined. Upon the remedy of any identified defects to the satisfaction of the County Administrator, but no sooner than the completion of the applicable maintenance period, the County Administrator may recommend to the Board of County Commissioners the release of the Maintenance Guarantee. In addition to the foregoing, the DEVELOPER or DISTRICT, as applicable, shall comply with any maintenance guarantee requirements of FDOT, if required by FDOT, and if such requirements are more stringent than the COUNTY'S requirements.

G. SATISFACTION OF DEVELOPER'S TRAFFIC MITIGATION OBLIGATION

Compliance by the DISTRICT and the DEVELOPER with their obligations under the S.R. 56 Roadway Agreement and this Restated D.A. shall fully mitigate the transportation capacity impacts of and satisfy transportation concurrency for Phase 1 of the Project in accordance with Section 380.06, Florida Statutes, and Rule 9J-2.045, F.A.C. Nothing in this Restated D.A. shall be considered a waiver or fulfillment of DEVELOPER'S obligations to mitigate the transportation impacts of Phases II, III and IV of the Project in accordance with the Amended D.O.

H. IMPACT FEES AND IMPACT FEE CREDITS

1. Transportation Impact Fees: The DEVELOPER shall pay impact fees and be entitled to impact fee credits or reimbursements in accordance with the County's Transportation Impact Fee Ordinance as amended (the "**Impact Fee Ordinance**") the S.R. 56 Roadway Agreement and this Restated D.A.

2. Project Improvements: Design, permitting, right of way dedication and construction costs for on-site Project access improvements (including, but not limited to, acceleration, deceleration, storage lanes, turn lanes, traffic signage and striping, and signalization, if warranted pursuant to the Manual on Uniform Traffic Control Devices and approved by the regulating agencies, improvements at the S.R. 56/Meadow Pointe Boulevard intersection, and other improvements to accommodate Project traffic at intersections of collector and/or arterial roads within the Project), shall be included in the design, permitting, right of way dedication and construction of S.R. 56, and are the responsibility of the DEVELOPER and are not eligible for impact fee credits or reimbursements, except as provided in the S.R. 56 Roadway Agreement.

3. Roadway Drainage Facilities: If S.R. 56 Extension and the Eastern Segment related roadway drainage facilities are commingled with Project-related drainage facilities, the portions of the design, permitting and construction costs for Project-related drainage facilities are not eligible for impact fee credits.

4. Wetland and Floodplain Mitigation: If S.R. 56 Extension and the Eastern Segment related

wetland and floodplain mitigation areas are commingled with Project-related wetland and floodplain mitigation areas, the portions of the design, permitting, and construction costs for Project-related mitigation are not eligible for impact fee credits.

5. Transfer of Credits: Impact fee credits pursuant to the S.R. 56 Roadway Agreement, this Restated D.A. and the Amended D.O. can only be transferred outside the Project upon buildout of the Project in accordance with the Amended D.O. and in accordance with the Impact Fee Ordinance, as amended. Transfers of credits within the Project shall be in accordance with the S.R. 56 Roadway Agreement and the Impact Fee Ordinance.

6. Funding: Funding for the improvements required by this Restated D.A. shall be provided as required under the S.R. 56 Roadway Agreement, except for the Eastern Segment, which shall be funded as set forth herein.

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 their agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY or FDOT may sustain, suffer, or incur, or be required to pay by reason of DEVELOPER'S fraud, defalcation, or dishonesty; or arising out of any negligent act, action, or omission by the DEVELOPER or the DISTRICT, respectively, during the performance of this Restated D.A., any work under this Restated D.A., or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER'S or the DISTRICT'S negligent maintenance of the property over which the DEVELOPER or the DISTRICT, respectively, has control; or by reason of a judgment over and above the limits provided by the insurance required under this Restated D.A.; or by any defect in the condition or construction of the improvements required hereunder, except that neither the DEVELOPER nor the DISTRICT will be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the 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 paragraph E.5. of this Restated D.A. Each party's obligation to indemnify, defend, and pay for the defense, or at the COUNTY'S or FDOT'S option participate and associate with the COUNTY or FDOT in the defense and trial of any damage claim or suit and any related settlement negotiations shall arise within seven (7) days of receipt by said party of the COUNTY'S or FDOT'S written notice of claim for indemnification to the said party. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Section J.5. The party's obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of

because of a party's inability to evaluate liability or because the a party evaluates liability and determines said party is not liable or determines the COUNTY or FDOT is solely negligent. Only a final adjudication judgment finding the COUNTY solely negligent shall excuse performance of this provision by the DEVELOPER and the DISTRICT. If a judgment finding the COUNTY or FDOT solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER or the DISTRICT as applicable shall be obligated to indemnify the COUNTY or FDOT for the cost of the appeal(s). The DEVELOPER or the DISTRICT as applicable shall pay all costs and fees related to this obligation and its enforcement by the COUNTY or FDOT.

2. Insurance:

a. General: No work shall commence on the roadway improvements 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 Restated D.A., the DEVELOPER and the DISTRICT 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 and the DISTRICT shall require the engineers and/or general contractor to provide to the DEVELOPER, the DISTRICT, 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 and the DISTRICT 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 DISTRICT and the contractor for the Project.

(3) All policies of insurance required by this Restated D.A. shall require that the insurer deliver to the COUNTY, FDOT, the DISTRICT 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, the DISTRICT, and the DEVELOPER, addressed to the parties as described in Subsection J.5 below. In the event

of any reduction in the aggregate limit of any policy, the DEVELOPER and the DISTRICT shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

(4) The DEVELOPER and the DISTRICT 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 or FDOT, the DISTRICT and the DEVELOPER which is applicable to the work provided for in this Restated D.A. 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 Restated D.A.

(6) The insurance coverages and limits that the DEVELOPER and the DISTRICT shall require from the engineers and/or contractor under this Restated D.A. are designed to meet the minimum requirements of the COUNTY. They are not designed as a recommended insurance program. The DEVELOPER and the DISTRICT shall notify the engineers and/or contractor that the engineers and/or contractor shall be responsible for the sufficiency of their 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 and the DISTRICT 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 Restated D.A., the COUNTY may, at its option, either terminate this Restated D.A. for default or require the DEVELOPER or the DISTRICT to procure and pay for such coverage at its own expense. A decision by the COUNTY to require the DEVELOPER or the DISTRICT 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 or DISTRICT'S obligations under this Restated D.A.

(9) All insurance policies that the DEVELOPER and the DISTRICT shall require the engineers and/or contractor to obtain pursuant to this Restated D.A., other than Workers' Compensation and Employer's Liability Policy, shall specifically provide that the COUNTY; FDOT; the COUNTY Engineer; and each of their elected officers, their employees, and agents shall be "additional insureds" under the policy and shall also incorporate a severability of interests provision. All insurance coverages required herein shall apply to all engineers' and/or contractors' activities and any subcontractor's activities for the 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 and the DISTRICT 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.

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

(2) Commercial General Liability Insurance: The DEVELOPER and the DISTRICT 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 and the DISTRICT shall require coverage to be maintained by the engineers and/or contractor as to the ownership; maintenance; and use of all owned, nonowned, leased, or hired vehicle and employee's nonownership with limits of not less than:

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

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

(4) Excess Liability Insurance: The DEVELOPER and the DISTRICT 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 and the DISTRICT shall require that the engineers maintain standard professional liability insurance in the minimum amount of One Million and 00/100 Dollars (\$1,000,000) per occurrence.

(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 or FDOT must clearly indicate whether the coverage is on a claims made basis. Should coverage be afforded on a claims made basis, the DEVELOPER and the DISTRICT shall require the consultant to be obligated by virtue of this Restated D.A. 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 Restated D.A.

J. GENERAL PROVISIONS

1. Independent Capacity: The DEVELOPER, the DISTRICT and any consultants, contractors, or agents are, and shall be, in the performance of all work, services, and activities under this Restated D.A., independent contractors, and not employees, agents, or servants of the COUNTY or joint venturers with the COUNTY. Neither the DEVELOPER nor the DISTRICT has the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Restated D.A. The COUNTY shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the DEVELOPER or the DISTRICT in connection with this Restated D.A., or for debts or claims accruing to such parties against the DEVELOPER or the DISTRICT. 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 or the DISTRICT as a result of actions pursuant to this Restated D.A.

2. Termination: The COUNTY may terminate this Restated D.A. upon the DEVELOPER'S failure to comply with the terms and conditions of this Restated D.A. The COUNTY shall provide the DEVELOPER, the DISTRICT and WCL with a written Notice of Termination, stating the COUNTY'S intent to terminate and describing those terms and conditions with which the DEVELOPER or the DISTRICT has failed to comply. If the DEVELOPER or the DISTRICT has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the COUNTY may terminate this Restated D.A. without further notice and the DEVELOPER shall not be entitled to further permits or approvals for the Project beyond those allowed pursuant to the MPUD Approval, as the same may be amended from time to time, until the COUNTY has determined that the DEVELOPER is proceeding in compliance with this Restated D.A. This paragraph is not intended to replace any other legal or equitable remedies available to COUNTY under Florida law or under this Restated D.A., but it is in addition thereto.

3. Contracts: All contracts entered into by the DEVELOPER or the DISTRICT pursuant to the Restated D.A. shall be made in accordance with all applicable laws, rules, and regulations; shall be specified by written contract or Restated D.A.; and shall be subject to each paragraph set forth in this Restated D.A. The DEVELOPER and the DISTRICT 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 and the DISTRICT shall cause all of the relevant provisions of this Restated D.A. in its entirety to be included and made a part of any contract for the S.R. 56 Extension and the Eastern Segment.

b. The DEVELOPER and the DISTRICT agree 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 and the DISTRICT shall provide certification to the COUNTY, under the seal and signature of a registered professional engineer that the S.R. 56 Extension and the Eastern Segment have been constructed in accordance with the standards promulgated by FDOT in Section 336.045, Florida Statutes; the PD&E Study, COUNTY standards, the contract documents, and this Restated D.A.

5. Notice: Whenever any party gives notice to any other party concerning any of the provisions of this Restated D.A., 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:

WCL Wesley Chapel Lakes, Ltd.
 Attention: Jared Brown

635 Court Street, Suite 120
Clearwater, FL 33756-5512

PHDC Pasco Heights Development Corporation
Attention: Lee E. Arnold, Jr.
311 Park Place Boulevard - Suite 600
Clearwater, FL 33759

CBA Clearwater Bay Associates, Inc.
Attention: Lee E. Arnold, Jr.
311 Park Place Boulevard - Suite 600
Clearwater, FL 33759

MPGP Meadow Pointe General Partnership
Attention: Donald A. Buck
509 Guisando de Avila, Suite 100
Tampa, FL 33613-5233

With a copy to:

Keith W. Bricklemyer, Esq.
Bricklemyer Smolker & Bolves, P.A.
500 East Kennedy Boulevard, Suite 200
Tampa, FL 33602-4825

DISTRICT Meadow Pointe III Community Development District
Attention: Mark Straley, Esq.
Straley & Robin
100 E. Madison Street Suite 300
Tampa, FL 33602

Meadow Pointe IV Community Development District
Attention: Mark Straley, Esq.
Straley & Robin
100 E. Madison Street Suite 300
Tampa, FL 33602

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

FLORIDA DEPARTMENT OF TRANSPORTATION
Planning Manager, District Seven
11201 N. McKinley Drive
Tampa, Florida 33612

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

6. Entire Agreement: This Restated D.A. and the S.R. 56 Roadway Agreement embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this Restated D.A. supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written, provided, however, that nothing shall relieve the DEVELOPER of any development approval or Amended D.O. requirements or conditions previously imposed or authorized to be imposed under the COUNTY'S Land Development Code for future permits required by the DEVELOPER.

7. Modification: Neither this Restated D.A., 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 Restated D.A. 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 Restated D.A. shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct.

9. Contact Execution: This Restated D.A. may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.

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

11. Headings: All article and descriptive headings of paragraphs in this Restated D.A. 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 Restated D.A. 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 Restated D.A. 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 Restated D.A. 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 Restated D.A., and in the event any ambiguity should be realized in the construction or interpretation of this Restated D.A., the result of such ambiguity shall be equally assumed and realized by each of the parties to this Restated D.A.

14. Cancellation: This Restated D.A. may be canceled by mutual consent of the parties to the agreement.

15. Third Party Beneficiaries: Except where this Restated D.A. specifically benefits FDOT, nothing in this Restated D.A. shall be construed to benefit any person or entity not a party to this Restated D.A.

16. Strict Compliance with Laws: The DEVELOPER and the DISTRICT agree that acts to be performed by them in connection with this Restated D.A. shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.

17. Nondiscrimination: The DEVELOPER and the DISTRICT will not discriminate against any employee employed in the performance of this Restated D.A. or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER and the DISTRICT shall insert a similar provision in all contracts for the S.R. 56 Extension and the Eastern Segment.

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

19. Right-of-Way Use Permits: The DEVELOPER or the DISTRICT shall obtain all appropriate Right-of-Way Use Permits from the COUNTY and FDOT.

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

21. Successors and Assigns: The terms of this Restated D.A. shall run with the land and be binding upon the DEVELOPER, the DISTRICT and their respective successors and assigns. Any party may assign this Restated D.A. and any or all of its rights and obligations hereunder with the consent of the other parties to this Restated D.A., which consent should not be unreasonably withheld or delayed, to any person, firm, corporation or other entity, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereto, and shall, for all purposes hereof, be substituted for such participant. Until such time as an assignment is consented to by the County, each of the parties to this Restated D.A. referred to collectively as DEVELOPER shall be jointly and severally liable for the performance of the DEVELOPER'S obligations set forth in this Restated D.A. The COUNTY, at its option, may assume any of the rights and obligations of FDOT set forth in this Restated D.A.

22. Force Majeure: In the event that the performance by the DEVELOPER or the DISTRICT of the commitments set forth in this Restated D.A. shall be interrupted or delayed by war, riot, civil commotion or natural disaster, then the DEVELOPER or the DISTRICT shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, as reasonably determined by the COUNTY. Further, in the event that performance by the DEVELOPER or the DISTRICT of the commitments set forth in this Restated D.A. shall be interrupted or delayed in connection with acquisition of necessary governmental approvals for the construction of the Eastern Segment and which interruption or delay is caused through no fault of the DEVELOPER or the DISTRICT, then the DEVELOPER or the DISTRICT shall submit documentation regarding such event(s) to Pasco County for review and concurrence. If such documentation shows that such event(s) have taken place, then the DEVELOPER or the DISTRICT 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 Restated D.A. Force majeure events for the S.R. 56 Extension shall be governed by the force majeure provision of the S.R. 56 Roadway Agreement.

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

24. Further Actions: The DEVELOPER and the COUNTY agree that the provisions of the S.R. 56 Roadway Agreement and this Restated D.A. necessitate conforming amendments to the Amended D.O. and the parties agree to expedite the processing of said amendments.

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



BY: Paula L. Oniel
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: Jack Morrison
CHAIRMAN

APPROVED

NOV 25 2008

DATE: _____

WITNESSES:

Whitney Duffe
WHITNEY DUFFE
Laura St Clair
LAURA ST CLAIR

WESLEY CHAPEL LAKES, LTD.

BY: [Signature]
TITLE: PRESIDENT OF WESLEY CHAPEL LAKES INC. SOLE GENERAL PARTNER WESLEY CHAPEL LAKES, LTD.
DATE: 12/19/08

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this Dec 19, 2008
(date), by Jared Brown (name of officer or agent, title of officer or agent acknowledging) of WESLEY CHAPEL LAKES, LTD. (He/she is personally known to me or who has produced N/A (type of identification) as identification.

Seal:

Terril L. Ashcraft
NOTARY



WITNESSES:

CLEARWATER BAY ASSOCIATES, INC.

[Signature]
WITNESS DUE
[Signature]
LAURA ST CLAIR

BY: [Signature]
TITLE: PRESIDENT
DATE: 12-17-08

STATE OF Florida
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this Lee E. Arnold
(date), by Dec. 19, 2008 (name of officer or agent, title of officer or agent acknowledging) of
CLEARWATER BAY ASSOCIATES, INC. He/she is personally known to me or who has
produced N/A (type of identification) as identification.

Seal:



[Signature]
NOTARY

WITNESSES:

PASCO HEIGHTS DEVELOPMENT CORPORATION

[Signature]
WITNESS DUE
[Signature]
LAURA ST CLAIR

BY: [Signature]
TITLE: PRESIDENT
DATE: 12-17-08

STATE OF Florida
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this Lee E. Arnold
(date), by Dec. 19, 2008 (name of officer or agent, title of officer or agent acknowledging) of
PASCO HEIGHTS DEVELOPMENT CORP. He/she is personally known to me or who has produced
N/A (type of identification) as identification.

Seal:

[Signature]
NOTARY



WITNESSES:

MEADOW POINTE III COMMUNITY
DEVELOPMENT DISTRICT

Amanda C. Hudson

BY: Glen P Johnston

Glen P Johnston

TITLE: Chairman MPT III CDD

DATE: 12/12/08

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 12th day of December 2008
(date), by Glen P Johnston, Chairman (name of officer or agent, title of officer or agent acknowledging) of
Meadow Pointe III CDD. He/she is personally known to me or who has produced _____
(type of identification) as identification.

Seal:



Teri Leigh Gartenmayer
NOTARY

WITNESSES:

MEADOW POINTE IV COMMUNITY
DEVELOPMENT DISTRICT

Glen P Johnston

BY: Donald A Buck

TITLE: CHAIRMAN

DATE: 12.15.08

Amanda C. Hudson

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15th day of December 2008
(date), by Donald A Buck, Chairman (name of officer or agent, title of officer or agent acknowledging) of
Meadow Pointe IV CDD. He/she is personally known to me or who has produced _____
(type of identification) as identification.

Seal:



Teri Leigh Gartenmayer
NOTARY

WITNESSES:

MEADOW POINTE GENERAL PARTNERSHIP

[Signature]
Amanda C. Hudson

BY: [Signature]
TITLE: MANAGING MEMBER
DATE: 12.15.08

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15th day of December 2008
(date), by Donald A Beck, Managing Member (name of officer or agent, title of officer or agent acknowledging) of
Meadow Pointe General Partnership. He/she is personally known to me or who has produced _____
_____ (type of identification) as identification.

Seal:



Teri Leigh Gartenmayer
NOTARY

Table of Exhibits

- Exhibit A - Legal Description
- Exhibit B - Table 1 - Roadway and Intersection Improvements

Exhibit A - Legal Description

OR BK **7994** PG **1238**
26 of 33

Legal Description

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 34 lying North of the Northerly right-of-way line of Strickland Road and a portion of the Southeast 1/4 of Section 33, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north 89°55'06" west, 1033.08 feet along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Plat one as shown on Plat recorded in Plat Book 15, Pages 118 through 128 inclusive and the South boundary line of Fox Ridge-Phase two unit two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North 00°00'22" East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South 89°59'38" East, 261.58 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 148.67 feet along said Westerly boundary line; hence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 148.67 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 290.50 feet along said Westerly boundary line; thence North 89°59'38" West, 150.00 feet along said Westerly boundary line; thence North 00°00'22" East, 450.00 feet along said Westerly boundary line; thence North 02°34'00" East, 163.79 feet along said Westerly boundary line; thence North 07°03'20" West, 139.09 feet along said Westerly boundary line; thence North 19°22'38" West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concave to the left along said Westerly boundary line, having a radius of 62.50 feet, a chord of 40.57 feet bearing North 38°30'17.9" East; thence 22.28 feet along the arc of a curve concave to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 45°05'42.5" East, thence North 70°37'22" East, 221.95 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 221.95 feet along said Westerly boundary line; thence 22.28 feet along the arc of a curve concave to the right along said

EXHIBIT "A"
1 OF 5

Westerly boundary line, having a radius of 25.00 feet; a chord of 21.55 feet bearing North 83°50'58.8" West; thence 30.41 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 62.50 feet, a chord of 30.11 feet bearing North 72°15'37.1" West; thence North 19°22'38" West, 446.82 feet along said Westerly boundary line; thence North 70°37'22" East, 265.40 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 125.56 feet along said Westerly boundary line; thence North 19°22'38" West, 333.79 feet along said Westerly boundary line; thence North 71°20'47" East, 266.19 feet along said Westerly boundary line; thence North 19°22'38" West, 382.90 feet along said Westerly boundary line; thence 156.92 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 920.00 feet, a chord of 156.73 feet bearing North 75°30'33.1" East; thence North 70°37'22" East, 157.12 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 138.34 feet along said Westerly boundary line; thence North 00°20'59" East, 238.36 feet along said Westerly boundary line; thence South 77°04'41" West, 1159.01 feet along the Southerly boundary line of Fox Ridge Phase Two Unit Four as shown on Plat recorded in Plat Book 19, Pages 113, 114, and 115 of the Public Records of Pasco County, Florida; thence South 19°22'38" East, 159.35 feet along aforesaid Southerly boundary line; thence North 89°19'01" West, 190.00 feet along aforesaid Southerly boundary line; thence South 07°52'46" East, 264.78 feet along aforesaid Southerly boundary line; thence South 70°37'22" West, 155.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right, along aforesaid Southerly boundary line; having a radius of 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West; thence South 70°37'22" West, 60.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right along aforesaid southerly boundary line, having a radius of 25.00 feet, a chord of 35.36 feet bearing South 25°37'22" West; thence South 70°37'22" West, 173.30 feet along aforesaid Southerly boundary line; thence 141.39 feet along the arc of curve concaved to the right along aforesaid Southerly boundary line, having a radius of 417.94 feet, a chord of 140.72 feet bearing South 80°18'52" West; thence North 00°00'22" East, 978.91 feet along the West boundary line of said Fox Ridge Phase Two Unit Four; thence North 00°20'59" East, 3962.43 feet along aforesaid West boundary line and its North extension, also being the West boundary line of Fox Ridge Phase Two Unit Three and its North and South extension as shown on Plat recorded in Plat Book 19, Pages 42 through 45 inclusive of the public records of Pasco County, Florida; thence North 89°32'44" East, 1280.00 feet; thence North 00°23'46" East, 504.21 feet along the West boundary line of Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat Book 18, pages 61 through 64 inclusive of the public records of Pasco County, Florida; thence South 89°29'04" West, 497.71 feet;

thence North 00°23'46" East, 1433.31 feet to a point on the Southerly right-of-way line of County Road No. 54 as now established; thence North 64°23'47" West, 1331.53 feet along said southerly right-of-way line; thence South 00°03'51" West, 1200.29 feet; thence South 00°26'12" West, 1321.74 feet along the approximate maintained centerline of Smith Road and its South extension is now established; thence South 89°31'38 West, 167.88 feet; thence South 57°42'55" West, 337.80 feet; thence South 62°34'40" West, 929.92 feet; thence South 19°39'09" West, 177.19 feet to a point on the West boundary line of said Section 15; thence South 00°23'19" West, 3192.61 feet along the West boundary line of said Section 15 to the Southwest corner of said Section 15, also being the Northwest corner of said Section 22; thence South 00°03'23" West, 3678.07 feet along the West boundary line of said Section 22; thence South 89°55'06" East, 270.00 feet; thence South 00°03'23" West, 1600.00 feet parallel to the West boundary line of said Section 22; thence South 00°15'55" West, 815.00 feet parallel to the West boundary line of said Section 27; thence North 89°55'06" West, 270.00 feet to a point on the West boundary line of said Section 27; thence South 00°15'55" West, 4472.16 feet along the West boundary line of said Section 27 to the Southwest corner of said Section 27, also being the Northwest corner of Section 34; thence South 00°10'16.5" West, 3969.28 feet along the West boundary line of said Section 34 also the East boundary line of said Section 33; thence North 89°53'20" West, 1340.04 feet; thence South 00°10'00" West, 1264.47 feet to a point on the Northerly right-of-way line of Strickland Road as now established; thence North 71°44'23" East, 185.90 feet along said Northerly right-of-way line; thence North 84°27'34" East, 68.25 feet along said Northerly right-of-way line; thence South 74°53'42" East, 466.42 feet along said Northerly right-of-way line; thence North 89°58'16" East, 502.09 feet along said Northerly right-of-way line, also being the South boundary line of said Section 33; thence North 63°12'07" East, 1182.47 feet along said Northerly right-of-way line; thence North 87°58'49" East, 1413.82 feet along said Northerly right-of-way line; thence South 76°37'16" East, 2500.05 feet along said Northerly right-of-way line to a point on the South boundary line of the Southeast 1/4 of said Section 34; thence North 89°58'34" East, 579.61 feet along the South boundary line of the Southeast 1/4 of said Section 34 to the Southeast corner of said Section 34, also being the Southwest corner of said Section 35; thence North 89°54'26" East, 780.00 feet along the South boundary line of the Southwest 1/4 of said Section 35; thence North 00°09'14" East, 5285.57 feet parallel to the West boundary line of said Section 35 to a point on the North boundary line of said Section 35, also being a point on the South boundary line of said Section 26; thence North 00°15'13" East, 5281.395 feet parallel to the West boundary line of said Section 26 to a point on the North boundary line of said Section 26, also being the Southeast corner of said Fox Ridge-Plat One; thence North 89°58'09" West, 780.00 feet along the North boundary line of said Section 26, also being the South boundary line of said Fox Ridge-Plat One to the point of beginning. Subject to easements and rights-of-way of record.

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southerly right-of-way line of S.R. No. 54 (100' R/W); thence run S. 64°23'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 2149.390 acres more or less.

EXHIBIT "A"
4 OF 5

TOGETHER WITH:

IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA:

Section 33: The SW $\frac{1}{4}$ of SE $\frac{1}{4}$, and the E $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, and the triangular SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the triangular SW $\frac{1}{4}$ of S $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying South of the road.

Section 34: That part of the S $\frac{1}{4}$ lying South of the road.
Containing 118 acres, more or less.

5
EXHIBIT "A"
5 of 5

Exhibit B - Table 1 - Roadway and Intersection Improvements

EXHIBIT B
TABLE 1

EXHIBIT B
TABLE 1

#166



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 7710
RETURN RECEIPT REQUESTED

July 6, 2006

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

RE: Wesley Chapel Lakes - Development of Regional Impact (#166)
Development Order Amendment

Dear Mr. Meyer:

Enclosed please find a certified copy of the Wesley Chapel Lakes Development of Regional Impact #166 Development Order Amendment (Resolution No. 06-271), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025 Florida Administrative Code. This development order amendment was approved by the Pasco County Board of County Commissioners on June 27, 2006.

Sincerely,

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

Cynthia D. Spidell, MBA, Planner II
On behalf of Michael LaSala, AICP, Senior Planner

Enclosure

WESLEY CHAPEL LAKES DEVELOPMENT ORDER AMENDMENT
DEVELOPMENT OF REGIONAL IMPACT
SUBSTANTIAL DEVIATION DETERMINATION

RESOLUTION AMENDING RESOLUTION NO. 90-55, AS
AMENDED, TO APPROVE REVISIONS TO THE DEVELOPMENT
ORDER FOR THE WESLEY CHAPEL LAKES DEVELOPMENT OF
REGIONAL IMPACT AND DETERMINING THAT THE PROPOSED
CHANGE DOES NOT CONSTITUTE A SUBSTANTIAL
DEVIATION TO THE APPROVED DEVELOPMENT ORDER.

WHEREAS, on December 19, 1989, the Board of County Commissioners of Pasco County (the "Commission") adopted a Development of Regional Impact Development Order approving, with conditions, the Wesley Chapel Lakes Development of Regional Impact by Resolution No. 90-55 (as amended, the "Development Order"); and

WHEREAS, the Development Order was amended by the Commission by Resolution No. 91-252, dated May 14, 1991; by Resolution No. 93-192, dated April 13, 1993; by Resolution No. 00-37, dated November 16, 1999; by Resolution No. 03-36, dated November 19, 2002; by Resolution No. 05-277, dated July 26, 2005; and by Resolution No. 05-334, dated September 27, 2005; and

WHEREAS, on May 6, 2005, Wesley Chapel Lakes, Ltd., Clearwater Bay Associates Inc., Meadow Pointe General Partnership, and Pasco Heights Development Corporation (collectively "Developer") filed a Notification Of A Proposed Change To A Previously Approved Development of Regional Impact ("NOPC"), pursuant to Section 380.06(19), Florida Statutes, as subsequently amended by Developer on June 30, 2005, August 16, 2005, and March 29, 2006 requesting the following: 1) amend the Master Development Plan, Map H to revise the locations of school and district park sites, delete the golf course, show approved wetland jurisdictional areas, show detailed unit mix, and update acreage table; 2) delete Section E.2(e) regarding golf course guidelines; 3) amend Section E.12 to reflect revisions to district park site; 4) amend Section E.13 to identify the agreed upon school site and repeat the approved zoning conditions regarding its dedication; 5) delete Section E.16.f to eliminate the requirement of 1,000 elder person units and convert the 1,000 elder person units to 1,000 townhome units; and 6) amend Section E.11.a (4) as it relates to the FDOT Reevaluation Study for S.R. 56 from Meadow Pointe Boulevard to the east boundary of the project (collectively, the "Proposed Changes");

WHEREAS, the Board has previously addressed the other proposed changes and wishes at this time to 1) amend Section E.13 regarding school dedication language; (2) Section E.11.a (4) as it relates to FDOT Reevaluation Study for S.R. 56 from Meadow Pointe Boulevard to the

east boundary of the project; and (3) amend Section E.11.a.(7)(i) to clarify the deadlines for construction of S.R. 56 (collectively the "Additional Proposed Changes").

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

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

NOW, THEREFORE, BE IT RESOLVED by the Commission in regular session duly assembled this 27th day of June, 2006, that:

1. Introduction. This Resolution shall constitute an amendment to the Development Order.
2. General Findings of Fact. The Board of County Commissioners makes the following general Findings of Fact:
 - a. The Development Order is a valid final development order within the provisions of Section 163.3167(8), Florida Statutes, affecting the property described on Exhibit "A" attached hereto and incorporated herein.
 - b. The Additional Proposed Changes to the Development Order will: 1) amend Section E.13 regarding school dedication language; (2) amend Section E.11.a (4) as it relates to FDOT Reevaluation Study for S.R. 56 from Meadow Pointe Boulevard to the east boundary of the project; and (3) amend Section E.11.a.(7)(i) to clarify the deadlines for construction of S.R. 56.
 - c. The Additional Proposed Changes to the Development Order are presumed to create a substantial deviation pursuant to Section 380.06(19) e.3., F.S.,
 - d. The Developer has submitted clear and convincing evidence to rebut the presumption that the Additional Proposed Changes to the Development Order is a substantial deviation.
 - e. The Board of County Commissioners scheduled and held a public hearing on the Additional Proposed Changes to the Development Order on June 27, 2006.
 - f. Notice of the hearing has been published in a newspaper of general circulation prior to the date set for the Board of County Commissioners hearing.

- g. At the public hearing, all parties were afforded the opportunity to present evidence and argument on all issues, and submit rebuttal evidence.
 - h. Additionally, at the public hearings, any member of the general public requesting to do so was given the opportunity to present written or oral communications.
 - i. The Board of County Commissioners has received and considered various reports and information including, but not limited to, the recommendation of the Pasco County Growth Management Department and the Pasco County Development Review Committee (DRC).
3. Conclusions of Law The Board of County Commissioners hereby finds as follows:
- a. This Additional Proposed Changes to the Development Order will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the Development Order.
 - b. As conditioned, the Additional Proposed Changes to the Development Order are consistent with the applicable provisions of the adopted Pasco County Land Development Code (local land development regulations).
 - c. As conditioned, the Additional Proposed Changes to the Development Order are consistent with the applicable provisions of the adopted Pasco County Comprehensive Plan (the Comprehensive Plan).
 - d. As conditioned, the Additional Proposed Changes to the Development Order are consistent with the applicable provisions of the adopted State Comprehensive Plan.
 - e. The land that is the subject of the Additional Proposed Changes to the Development Order is not in an Area of Critical State Concern.
 - f. These proceedings have been duly conducted pursuant to applicable law and regulations, and based upon the record and these proceedings, the various departments of the County, and Developer are authorized to approve/conduct development as described herein.
 - g. The review by the County, the Tampa Bay Regional Planning Council (TBRPC), other participating agencies, and interested citizens reveals that impacts are adequately addressed pursuant to the requirements of Chapter

380, F.S.

- h. Nothing herein shall limit or modify the rights originally approved by the Development Order under Section 163.3167(8), F.S.
 - i. The Additional Proposed Changes are not a substantial deviation pursuant to Section 380.06(19), F.S.
4. Order. Having made the above findings of fact and drawn the above conclusions of law, it is ordered that the Development Order is hereby amended as follows:
- a. Section E.11.a (4) is hereby amended as follows:
 - (4) Design. The DEVELOPER, at DEVELOPER'S sole expense, and subject to the requirements of the FDOT Reevaluation Study defined below, shall design S.R. 56 as a four (4) lane divided rural cross-section (unless otherwise approved by FDOT) roadway, with a wide median (at least 74 feet wide unless otherwise approved by FDOT) to allow the addition of two (2) interior lanes after four (4) lanes of the roadway have been constructed for an ultimate six (6) lane roadway, together with on-site and off-site storm water management facilities, flood-plain mitigation, and wetland mitigation (collectively referred to herein as "Roadway Appurtenances"), to accommodate and satisfy all applicable permitting requirements for S.R. 56 as a six (6) lane divided rural cross-section (unless otherwise approved by FDOT) roadway, from C.R. 581 to the eastern boundary of the Project, including the necessary intersection improvements at C.R. 581/S.R. 56 and S.R. 56/Meadow Pointe Blvd. to accommodate such roadway. The DEVELOPER shall design and permit S.R. 56 in accordance with a FDOT Reevaluation Study, which DEVELOPER shall complete pursuant to FDOT and Federal Highway Administration (FHWA) standards prior to design and permitting of S.R. 56. DEVELOPER shall commence the FDOT Reevaluation Study within 180 days of approval of this Development Order. The FDOT Reevaluation Study, and any expenses associated with such reevaluation, shall be the sole responsibility of the DEVELOPER, and such expenses

shall not be eligible for impact fee credits. DEVELOPER shall design S.R. 56 to accommodate the eventual continuation of S.R. 56 as a four (4) lane divided rural cross-section (unless otherwise approved by FDOT) roadway from the eastern boundary of the Project to Morris Bridge Road, expandable to six (6) lanes, and consistent with the FDOT PD&E or Reevaluation Study for such extension. The Developer has satisfied its obligation to commence and complete the FDOT Reevaluation Study for that portion of S.R. 56 from Meadow Pointe Boulevard to the eastern boundary of the Project (the "Eastern Section") pursuant to that "PD&E Agreement For G.L. Homes / Wesley Chapel Lakes S.R. 56 Project" entered into on March 14, 2006 between Developer and the developer of the Wynfields project (attached hereto as Exhibit B); such Agreement providing that the developer of the Wynfields project shall be solely responsible for the FDOT Reevaluation Study for the Eastern Section and naming the County as a third party beneficiary. The Agreement does not affect Developer's obligations to prepare final design plans for, and construct, the Eastern Section in accordance with the requirements of the Development Order and Development Agreement.

- b. Section E.13 is hereby amended as follows:

E.13 Educational Facilities

The Developer has, pursuant to a separate agreement, conveyed real property for a school site to the District School Board of Pasco County which is depicted on Map H. The County and School Board shall, by separate agreement, provide for access and utilities to the school site.

~~a. The Applicant shall reserve a 15-acre school site. The site shall be approved by the Pasco County School Board prior to any final site plan approval for Wesley Chapel Lakes.~~

~~b. All school sites shall be conveyed to Pasco County School Board by fee simple title transfer.~~

- c. Section E.11a.(7)(i) is hereby amended as follows:

From C.R. 581 to Meadow Pointe Boulevard, including the necessary

intersection improvements at C.R. 581/S.R. 56 and S.R. 56/Meadow Pointe Boulevard. The Developer shall construct said roadway segment and intersection improvements at the Developer's sole expense. The Developer shall commence construction of this segment and intersection improvements within one hundred fifty ninety (90150) days after County obtains the right of way as set forth in Subsection E.11.a.(6) above, or within ninety (90) days after the approval of the design and permitting as set forth in Subsections E.11.a.(4) and (5), or as necessary to serve the development within the Project, or by October 1, 2007, whichever occurs first later. The Developer shall complete construction of this segment and intersection improvements within twenty eighteen (2018) months of the date of commencement, or by October 1, 2008, whichever occurs first. The deadlines set forth in this subparagraph shall supercede any contrary deadlines in the Development Agreement dated December 6, 2002 for the Wesley Chapel Lakes DRI and/or Exhibit D of the Right-of-Way Acquisition, Road Design, Permitting and Construction Agreement for Wiregrass Ranch/Wesley Chapel Lakes S.R. 56 Project dated October 7, 2003.

5. 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 five (5) signed and certified copies of this DO and the Notice of Adoption, and one executed Notice of Adoption to the Pasco County Growth Management Department. The Pasco County Growth Management Department shall then send copies of each document to the FDCA, TBRPC, and to attorneys of record in these proceedings.
- c. The DO shall be deemed rendered upon transmittal of copies to all recipients identified in Chapter 380, F.S.

6. 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 section, subsection, sentence, clause, or provision, and shall not be affected

by such holding.

7. Effective Date. This Resolution shall take effect when rendered in accordance with Section 380.06, F.S.

DONE AND RESOLVED THIS 27th DAY OF June, 2006.



By: JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: CHAIRMAN

APPROVED

JUN 27 2006

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
PAGE(S) 7 OF 7 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS

6-30-06
JED PITTMAN, CLERK TO THE BOARD

By: D.C.

EXHIBITS

- 1. EXHIBIT "A" -- Legal Description**
- 2. EXHIBIT "B" -- "PD&E Agreement For G.L. Homes / Wesley Chapel Lakes S.R. 56 Project" entered into on March 14, 2006 between Developer and the developer of the Wynfields project.**

EXHIBIT "A"

Legal Description

Legal Description

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 34 lying North of the Northerly right-of-way line of Serickland Road and a portion of the Southeast 1/4 of Section 33, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north $89^{\circ}55'06''$ west, 1833.08 feet along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Phase one as shown on Plat recorded in Plat Book 19, Pages 118 through 128 inclusive and the South boundary line of Fox Ridge-Phase two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North $00^{\circ}00'22''$ East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South $89^{\circ}59'38''$ East, 261.58 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 148.67 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 581.00 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 581.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ East, 148.67 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 480.00 feet along said Westerly boundary line; thence North $02^{\circ}34'00''$ East, 163.79 feet along said Westerly boundary line; thence North $07^{\circ}03'20''$ West, 139.09 feet along said Westerly boundary line; thence North $19^{\circ}22'38''$ West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concave to the left along said Westerly boundary line, having a radius of 42.50 feet, a chord of 40.57 feet bearing North $38^{\circ}30'17.9''$ East; thence 22.28 feet along the arc of a curve concave to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North $45^{\circ}05'42.5''$ East, thence North $70^{\circ}37'22''$ East, 221.95 feet along said Westerly boundary line; thence North $19^{\circ}22'38''$ West, 60.00 feet along said Westerly boundary line; thence South $70^{\circ}37'22''$ West, 221.95 feet along said Westerly boundary line; thence South 22.28 feet along the arc of a curve concave to the right along said

Westerly boundary line, having a radius of 25.00 feet; a chord of
 21.55 feet bearing North 83°50'58.8" West; thence 30.41 feet along
 the arc of a curve concaved to the left, along said Westerly
 boundary line, having a radius of 62.50 feet, a chord of 30.11
 feet bearing North 72°15'37.1" West; thence North 19°22'38" West,
 446.82 feet along said Westerly boundary line; thence North
 70°37'22" East, 265.40 feet along said Westerly boundary line;
 thence North 19°22'38" West, 60.00 feet along said Westerly
 boundary line; thence South 70°37'22" West, 125.56 feet along said
 Westerly boundary line; thence North 19°22'38" West, 333.79 feet
 along said Westerly boundary line; thence North 71°20'47" East,
 268.19 feet along said Westerly boundary line; thence North
 19°22'38" West, 382.90 feet along said Westerly boundary line;
 thence 156.92 feet along the arc of a curve concaved to the left
 along said Westerly boundary line, having a radius of 920.00 feet,
 a chord of 156.73 feet bearing North 75°30'33.1" East; thence
 North 70°37'22" East, 157.12 feet along said Westerly boundary
 line; thence North 19°22'38" West, 60.00 feet along said Westerly
 boundary line; thence South 70°37'22" West, 138.34 feet along said
 Westerly boundary line; thence North 00°20'59" East, 238.36 feet
 along said Westerly boundary line; thence South 77°04'41" West,
 1159.01 feet along the Southerly boundary line of Fox Ridge Phase
 Two Unit Four as shown on Plat recorded in Plat Book 19, Pages
 113, 114, and 115 of the Public Records of Pasco County, Florida;
 thence South 19°22'38" East, 159.35 feet along aforesaid Southerly
 boundary line; thence North 89°03'01" West, 190.00 feet along
 aforesaid Southerly boundary line; thence South 07°52'46" East,
 264.78 feet along aforesaid Southerly boundary line; thence South
 70°37'22" West, 155.00 feet along aforesaid Southerly boundary
 line; thence 39.27 feet along the arc of a curve concaved to the
 right, along aforesaid Southerly boundary line; having a radius of
 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West;
 thence South 70°37'22" West, 60.00 feet along aforesaid Southerly
 boundary line; thence 39.27 feet along the arc of a curve concaved
 to the right along aforesaid Southerly boundary line, having a
 radius of 25.00 feet, a chord of 35.36 feet bearing South
 25°37'22" West; thence South 70°37'22" West, 173.30 feet along
 aforesaid Southerly boundary line; thence 141.39 feet along the
 arc of curve concaved to the right along aforesaid Southerly
 boundary line, having a radius of 417.94 feet, a chord of 140.72
 feet bearing South 80°18'52" West; thence North 00°00'22" East,
 978.91 feet along the West boundary line of said Fox Ridge Phase
 Two Unit Four; thence North 00°20'59" East, 3962.43 feet along
 aforesaid West boundary line and its North extension, also being
 the West boundary line of Fox Ridge Phase Two Unit Three and its
 North and South extension as shown on Plat recorded in Plat Book
 19, Pages 42 through 45 inclusive of the public records of Pasco
 County, Florida; thence North 89°32'44" East, 1280.00 feet; thence
 North 00°23'46" East, 504.21 feet along the West boundary line of
 Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat
 Book 18, Pages 61 through 64 inclusive of the public records of
 Pasco County, Florida; thence South 89°29'04" West, 397.71 feet;

thence North $00^{\circ}23'46''$ East, 1433.31 feet to a point on the
 southerly right-of-way line of County Road No. 54 as now
 established; thence North $64^{\circ}23'47''$ West, 1331.53 feet along said
 southerly right-of-way line; thence South $00^{\circ}03'51''$ West, 1200.29
 feet; thence South $00^{\circ}26'12''$ West, 1321.74 feet along the
 approximate maintained centerline of Smith Road and its South
 extension is now established; thence South $89^{\circ}31'38''$ West, 167.88
 feet; thence South $57^{\circ}42'55''$ West, 337.80 feet; thence South
 $62^{\circ}34'40''$ West, 929.92 feet; thence South $19^{\circ}39'09''$ West, 177.19
 feet to a point on the West boundary line of said Section 15;
 thence South $00^{\circ}23'19''$ West, 3192.61 feet along the West boundary
 line of said Section 15 to the Southwest corner of said Section
 15, also being the Northwest corner of said Section 22; thence
 South $00^{\circ}03'23''$ West, 3678.07 feet along the West boundary line of
 said Section 22; thence South $89^{\circ}55'06''$ East, 270.00 feet; thence
 South $00^{\circ}03'23''$ West, 1600.00 feet parallel to the West boundary
 line of said Section 22; thence South $00^{\circ}15'55''$ West, 815.00 feet
 parallel to the West boundary line of said Section 27; thence
 North $89^{\circ}55'06''$ West, 270.00 feet to a point on the West boundary
 line of said Section 27; thence South $00^{\circ}15'55''$ West, 4472.16 feet
 along the West boundary line of said Section 27 to the Southwest
 corner of said Section 27, also being the Northwest corner of
 Section 34; thence South $00^{\circ}10'16.5''$ West, 3969.28 feet along the
 West boundary line of said Section 34 also the East boundary line
 of said Section 33; thence North $89^{\circ}53'20''$ West, 1340.04 feet;
 thence South $00^{\circ}10'00''$ West, 1264.47 feet to a point on the
 northerly right-of-way line of Strickland Road as now established;
 thence North $73^{\circ}44'23''$ East, 185.90 feet along said northerly
 right-of-way line; thence North $84^{\circ}27'34''$ East, 68.25 feet along
 said northerly right-of-way line; thence South $74^{\circ}53'42''$ East,
 466.42 feet along said northerly right-of-way line; thence North
 $89^{\circ}58'16''$ East, 502.09 feet along said northerly right-of-way
 line, also being the South boundary line of said Section 33;
 thence North $63^{\circ}12'07''$ East, 1182.47 feet along said northerly
 right-of-way line; thence North $87^{\circ}58'49''$ East, 1413.82 feet along
 said northerly right-of-way line; thence South $76^{\circ}37'16''$ East,
 2500.05 feet along said northerly right-of-way line to a point on
 the South boundary line of the Southeast $1/4$ of said Section 34;
 thence North $89^{\circ}58'34''$ East, 579.61 feet along the South boundary
 line of the Southeast $1/4$ of said Section 34 to the Southeast
 corner of said Section 34, also being the Southwest corner of said
 Section 35; thence North $89^{\circ}54'26''$ East, 780.00 feet along the
 South boundary line of the Southwest $1/4$ of said Section 35;
 thence North $00^{\circ}09'14''$ East, 5285.57 feet parallel to the West
 boundary line of said Section 35 to a point on the North boundary
 line of said Section 35, also being a point on the South boundary
 line of said Section 26; thence North $00^{\circ}15'13''$ East, 5281.395
 feet parallel to the West boundary line of said Section 26 to a
 point on the North boundary line of said Section 26, also being
 the Southeast corner of said Fox Ridge-Plat One; thence North
 $89^{\circ}58'09''$ West, 780.00 feet along the North boundary line of said
 Section 26, also being the South boundary line of said Fox
 Ridge-Plat One to the point of beginning. Subject to easements
 and rights-of-way of record.

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southerly right-of-way line of S.R. No. 54 (100' R/W); thence run S. 64°23'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 2249.990 acres more or less.

TOGETHER WITH:
IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA:

Section JJ: The SW $\frac{1}{4}$ of SE $\frac{1}{4}$, and the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, and the triangular SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the triangular SW $\frac{1}{4}$ of S $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying South of the road.

Section J4: That part of the S $\frac{1}{4}$ lying South of the road.
Containing 118 acres, more or less.

EXHIBIT 'A'
5 OF 5

EXHIBIT "B"

**"PD&E Agreement For G.L. Homes / Wesley Chapel Lakes S.R. 56 Project"
entered into on March 14, 2006 between Developer and the developer of the
Wynfields project.**

PD&E AGREEMENT FOR
G.L. HOMES/WESLEY CHAPEL LAKES S.R. 56 PROJECT

THIS PD&E AGREEMENT ("Agreement") is executed this 14 day of March, 2006 (being the date on which the last of the parties hereto signs this Agreement, and being referred to as the "Execution Date") but with effectiveness being determined in accordance with Paragraph 5(c) below, among Pasco County Associates I, LLLP, a Florida limited liability limited partnership ("GL"), Meadow Pointe Partnership, a Florida general partnership ("Meadow Pointe"), Wesley Chapel Lakes, Ltd. a Florida limited partnership ("WCL"), Pasco Heights Development Corporation, a Florida corporation ("PHDC"), Clearwater Bay Associates, Inc., a Florida corporation ("CBA"), Meadow Pointe III Community Development District, a local unit of special purpose government ("MP III"), and Meadow Pointe IV Community Development District, a local unit of special purpose government ("MP IV").

Recitals

WHEREAS, GL is the owner of approximately 728 acres of land in Pasco County, Florida ("County"), situated south of S.R. 54, generally depicted on Exhibit "A" attached hereto and being a portion of the project commonly known as the "Wyndfields Project"; and

WHEREAS, GL, as assignee of Schickedanz Bros. - Hammock Pines, Ltd., is obligated by the Roadway Development Agreement for Wyndfields MPUD, approved by the Pasco County Board of County Commissioners on October 25, 2005 ("Wyndfields Development Agreement") to complete a PD&E reevaluation study (the "Wyndfields Study") for the extension of S.R. 56 from Meadow Pointe Boulevard eastward to U.S. Highway 301 (the "S.R. 56 Extension"); and

WHEREAS, Meadow Pointe, WCL, PHDC, CBA, MP III and MP IV (collectively, "WCL Developer") is the developer of approximately 1,000 acres of land in Pasco County, Florida situated south of S.R. 54 and west of the Wyndfields Project as generally depicted on Exhibit "B" attached hereto commonly known as "Wesley Chapel Lakes"; and

WHEREAS, the WCL Developer is obligated by its DRI Development Order and its Development Agreement ("WCL Development Agreement") to complete a FDOT Reevaluation Study (as defined in the WCL Development Agreement) for a portion of the S.R. 56 Extension also required to be included in the Wyndfields Study, specifically that portion from Meadow Pointe Boulevard to the eastern boundary of Wesley Chapel Lakes (the "Eastern Section"); and

WHEREAS, all parties hereto desire to memorialize their agreement to coordinate and facilitate completion of the Wyndfields Study to satisfy the obligations for the Wyndfields Project and the FDOT Reevaluation Study for Wesley Chapel Lakes, respectively, and to align the Eastern Section with the further extension of S.R. 56 through the Wyndfields Project ("Wyndfields Extension").

NOW, THEREFORE, for and in consideration of the payments required hereby and the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. The above recitals are true and correct, and together with all exhibits hereto, are incorporated herein by reference, and are made a part of this Agreement.

2. Proposed Alignment.

(a) The parties hereby agree that the proposed alignment for the Wyndfields Study shall be that alignment attached hereto as Exhibit "C" (the "Proposed Alignment"). GL, using an engineering company ("Study Engineer") selected by GL and acceptable to the Florida Department of Transportation ("FDOT") and the County, shall proceed with the Wyndfields Study based upon the Proposed Alignment.

(b) The Proposed Alignment for purposes of this Agreement shall be consistent with the proposed access points as generally depicted on that sketch of the S.R. 56 Extension attached hereto as Exhibit "C".

(c) The parties acknowledge that the Proposed Alignment may be subject to changes and revisions recommended by the Study Engineer and/or required by FDOT or the County; provided, however, that any subsequent change proposed thereto within Wesley Chapel Lakes shall be subject to review and approval by Dayne Piercefield, or such other person designated by WCL Developer upon written notice to GL (the "MP IV District Engineer") prior to submittal to FDOT. If the MP IV District Engineer does not make any written objections to any proposed change submitted to it within five (5) business days of submittal, the MP IV District Engineer shall be deemed to have approved the same. If the MP IV District Engineer makes any reasonable objections to the proposed change, then the parties shall cooperate with each other, the FDOT and the County to resolve such matter as expeditiously as possible, but in any event within thirty (30) days from the date such change is initially submitted to the MP IV District Engineer. In the event such reasonable objections cannot be resolved between the parties within such 30-day period, then such 30-day period shall be deemed to have satisfied Paragraph 7(a) of this Agreement. GL shall cause the Study Engineer to provide all data, analysis and conclusions related to the Eastern Section of the Wyndfields Study to the MP IV District Engineer, as the party designated for the WCL Developer to receive and deliver notices and approvals hereunder on behalf of the WCL Developer, and shall use its good faith efforts to coordinate all FDOT and other agency meetings regarding the Eastern Section of the Wyndfields Study with the MP IV District Engineer. All base data resulting from the final Wyndfields Study shall be provided by the Study Engineer to the MP IV District Engineer. The final alignment of the S.R. 56 Extension, as finally approved by the FDOT, the County and any other governmental agencies having jurisdiction over such alignment shall be referred to herein as the "Final Alignment".

3. Wesley Chapel Lakes Right-of-Way.

(a) The parties hereby acknowledge that WCL has delivered or caused to be delivered to the County the Special Warranty Deed attached hereto as Exhibit "D" (the "ROW Deed") for the purpose of conveying to the County, subject to acceptance by County, the right-of-way necessary to construct the Eastern Section of the S.R. 56 Extension through Wesley Chapel Lakes consistent with the Proposed Alignment (the "Right-Of-Way Parcel").

(b) WCL Developer hereby agrees to cooperate in a timely manner with all reasonable requests by the County and/or the FDOT regarding changes to the form of the ROW Deed provided, or legal description attached thereto (which changes if made and accepted by the County shall become the "ROW Deed" as if set forth herein as Exhibit "D" to this Agreement), title evidence, affidavits and related documents and instruments as may be required by the County and/or the FDOT, as applicable, for acceptance of such right-of-way conveyances.

(c) If acceptable to the County and/or FDOT, the ROW Deed may contain a restriction limiting the use of the Right-Of-Way Parcel to public roadway, public or private utilities purposes, roadway drainage, floodplain, wetland, or other environmental mitigation, compensation, or attenuation and other customary uses within County and/or FDOT rights-of-way, as applicable; provided, however, that the WCL Developer shall not cause any delay in the County's acceptance of the Right-of-Way Parcel on account of the WCL Developer's efforts to include such restriction.

(d) In the event the Proposed Alignment is changed or revised pursuant to Section 2(c) above, and the Final Alignment for the Eastern Section of the S.R. 56 Extension through Wesley Chapel Lakes does not conform with the land conveyed pursuant to the ROW Deed, WCL Developer agrees to promptly coordinate with the County and/or the FDOT and take all actions necessary (including those set forth in Section 3(b) above and the delivery of corrective deeds) to conform the legal description conveyed by the ROW Deed to the legal description of the Final Alignment, and the conformed legal description shall thereafter define the Right-of-Way Parcel for purposes of this Agreement.

4. Wesley Chapel Lakes Additional Land.

WCL Developer acknowledges that the final design plans for the S.R. 56 Extension, as approved by the County, FDOT and other applicable agencies ("Final Design Plans") shall require additional land within Wesley Chapel Lakes above and beyond the Right-Of-Way Parcel for roadway drainage, floodplain compensation, wetland mitigation, or other environmental mitigation, compensation, or attenuation required by the impacts of the Eastern Section of the S.R. 56 Extension (collectively the "Additional Land"). Within fifteen (15) days after Final Design Plans for the Eastern Section have been approved by the FDOT, the County and any other permitting agencies, the WCL Developer agrees to convey to the County, FDOT or any other appropriate governmental entity, as applicable, fee title and/or easement rights to any and all such Additional Land, at the location or locations designated by the Final Design

Plans for the Eastern Section, pursuant to such form of deed and/or easement, and together with such title evidence, affidavits and related documents and instruments as may be required by the County, FDOT or any other appropriate governmental entity, as applicable, for such conveyances.

5. PD&E Plans and Procedures.

(a) GL hereby represents to WCL Developer that as of the date of this Agreement it has commenced and will diligently pursue completion the Wyndfields Study at the time, subject to extensions, as required by the Wyndfields Development Agreement. The parties acknowledge and agree that the deadline for completion of the Wyndfields Study set forth in Paragraph 4.b. of the Wyndfields Development Agreement is September 30, 2006, subject to extensions as provided therein ("Wyndfields Study Deadline"). Any extension or modification of the deadline set forth in the Wyndfields Development Agreement, and any delay caused by the WCL Developer or the MP IV District Engineer under this Agreement shall be deemed to automatically amend and modify GL's obligation to the WCL Developer to meet the Wyndfields Study Deadline; provided, however, that the foregoing shall not be deemed to permit the WCL Developer or the MP IV District Engineer to cause such delay:

(b) Upon full execution of this Agreement, the WCL Developer shall pay the sum of \$ 50,000.00 ("WCL Contribution") to Escrow Agent (defined in Paragraph 25) as its agreed upon fair share of the costs of the Wyndfields Study attributable to the Eastern Section. Escrow Agent shall hold the WCL Contribution in escrow pursuant to the terms of this Agreement. No sooner than fifteen (15) days following the date the Final Alignment is approved in writing by the County, FDOT, and the Federal Highway Administration, Escrow Agent shall promptly disburse the WCL Contribution to GL.

(c) The parties acknowledge that the effectiveness of this Agreement shall be contingent on the County approving an amendment to the WCL Development Agreement that accepts this Agreement as full and complete satisfaction of WCL Developer's obligation to complete the FDOT Reevaluation Study for the S.R. 56 Extension. WCL Developer hereby agrees to diligently pursue such amendment with the County. The effective date of this Agreement ("Effective Date") shall be the date upon which GL receives a copy of such amendment executed by both the County and WCL Developer. The parties further acknowledge that, notwithstanding anything in this Agreement to the contrary, WCL Developer shall have no rights of review and approval to any changes to the Proposed Alignment that are contemplated by Paragraph 2(c) of this Agreement until such an amendment has been approved by the County, nor shall WCL Developer have any retroactive rights to review and approve any such changes made or submitted by GL prior to the Effective Date; provided, however, that GL agrees that GL shall utilize the Proposed Alignment as to the Eastern Section for its initial submittal to any governmental agency. In the event such an amendment is not approved by the County and WCL Developer on or before September 30, 2006, this Agreement shall terminate and be deemed null and void *ab initio*, Escrow Agent shall promptly deliver to WCL Developer the WCL Contribution, and the parties shall have no rights or obligations hereunder.

6. Timing of Wyndfields Study. The parties hereby agree that completion of the Wyndfields Study consistent with the Wyndfields Development Agreement as expeditiously as possible is in the best interest of all parties hereto.

7. Resolution of Disputed Issues.

(a) Cooperative Resolution. The parties hereto acknowledge that a dispute may arise between GL, on the one hand, and the WCL Developer (which party is deemed to include the MP IV District Engineer for purposes of this Paragraph 7), on the other hand, regarding design decisions for the Eastern Section and its alignment with the remainder of the S.R. 56 Extension at the western boundary of the Wyndfields Project. The parties agree to work together in good faith to resolve all such issues to achieve the objectives of this Agreement in a commercially reasonable manner consistent with customary industry practices for developments of a similar nature. GL and the WCL Developer acknowledge that all design issues are subject to County or FDOT approval, and any disputed design issues will be presented to the County or FDOT, as appropriate, in an effort to resolve any dispute prior to initiating arbitration pursuant to this Paragraph 7.

(b) Submission to Arbitrator. If GL and the WCL Developer are at anytime unable to resolve by agreement any issue relating to the Wyndfields Study as it pertains to the Eastern Section (a "Disagreement"), the Disagreement shall be settled by binding arbitration as provided below and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

(c) Procedure. Any party (the "claimant") may initiate an arbitration pursuant to this Paragraph 7 by giving to the other party (the "respondent") written notice of its intention to arbitrate (the "demand"), which demand shall contain a statement setting forth the nature of the dispute, and the resolution sought. Within five (5) business days after service of the demand, the respondent shall serve its answer to the demand on the claimant. The respondent's answer shall contain the respondent's proposed resolution to the dispute identified by the claimant. Within five (5) business days after service of the respondent's answer (or, if the respondent's answer includes an additional dispute or disputes, five (5) business days after service of claimant's answer), the claimant and the respondent will each designate one (1) arbitrator, and the two (2) arbitrators shall jointly select a third arbitrator, within five (5) additional business days. Every arbitrator appointed pursuant to this Paragraph 7 must have experience in the timing, engineering, planning, construction or development of large, mixed use developments. The three (3) arbitrators shall be the sole arbitrators (the "Arbitrators") to resolve the dispute or disputes submitted. If requested by either party, the Arbitrators shall hold a hearing within ten (10) days after their appointment at which both parties may present their suggested resolution.

(d) Decisions of the Arbitrators. Promptly following submittal of the Disagreement to the Arbitrators, but in no event more than ten (10) days after submittal, the

Arbitrators shall resolve the Disagreement consistent with the requirements of this Agreement and in a commercially reasonable manner based on customary industry practices for developments of a similar nature, giving respect to the time sensitive nature of the S.R. 56 Extension to both the Wyndfields Project and Wesley Chapel Lakes and notwithstanding anything is this Agreement to the contrary the best allocation of responsibilities under this Agreement to ensure their most expeditious and equitable completion, and the decision of the Arbitrators with respect to any such matter shall be final, binding and conclusive on the parties. Each party shall provide the Arbitrators with such information as to any matter which such Arbitrators may reasonably request.

(e) Fees and Expenses of parties. Each party shall pay one-half (½) of the total fees and expenses of the Arbitrators. The Arbitrators shall not be compensated in a manner dependent upon the outcome of the arbitration process.

8. Notice. Whenever any party gives notice to any other party concerning any of the provisions of this Agreement, such notice shall be given by certified mail, return receipt requested, by hand delivery or by facsimile with electronic confirmation of successful transmission. Said notice shall be deemed given when received. Notices shall be addressed as follows:

G.L.

Pasco County Associates I, LLLP
Attention: Richard A. Costello, Vice President
One Harbour Place, Suite 850
777 S. Harbour Island Boulevard
Tampa, FL 33602
Facsimile: (954) 575-5241

With a copy to:

Donna J. Feldman, Esquire
Donna J. Feldman, P.A.
19321-C U.S. Highway 19 North, Suite 103
Clearwater, FL 33764
Facsimile: (727) 536-7270

Meadow Pointe

Meadow Pointe General Partnership
Attention: Donald A. Buck
509 Guisando de Avila, Suite 100
Tampa, FL 33613-5233
Facsimile: (813) 269-2323

With a copy to:

Keith W. Bricklemyer, Esq.
Bricklemyer Smolker & Bolves, P.A.
500 East Kennedy Boulevard, Suite 200
Tampa, FL 33602
Facsimile: (813) 228-6422

WCL

Wesley Chapel Lakes, Ltd.
Attention: Jared Brown
17757 U.S. Highway 19 North – Suite 325
Clearwater, FL 33764
Facsimile: _____

With a copy to:

Timothy Johnson, Jr., Esq.
Johnson, Pope, Bokor, Ruppel & Burns, P.A.
911 Chestnut Street, P. O. Box 1368
Clearwater, FL 33756
Facsimile: (727) 441-8617

PHDC

Pasco Heights Development Corporation
Attention: Lee E. Arnold, Jr.
17757 U.S. Highway 19 North – Suite 275
Clearwater, FL 33764
Facsimile: _____

CBA

Clearwater Bay Associates, Inc.
Attention: Lee E. Arnold, Jr.
17757 U.S. Highway 19 North – Suite 275
Clearwater, FL 33764
Facsimile: _____

MP III

Meadow Pointe III Community Development District
Attention: Mark Straley, Esq.
Straley Robin & Williams
100 E. Madison Street – Suite 300
Tampa, FL 33602
Facsimile: (813) 223-5043

MP IV

Meadow Pointe IV Community Development District
Attention: Mark Straley, Esq.
Straley Robin & Williams
100 E. Madison Street - Suite 300
Tampa, FL 33602
Facsimile: (813) 223-5043

MP IV

District Engineer:

Dayne R. Piercefield, P.E., P.S.M.
P. O. Box 1708
Lutz, FL 33548-1708
Facsimile: _____

These addresses may be changed by giving notice as provided for in this paragraph. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the WCL Developer hereby appoints MP IV District Engineer as the party to be notified of any matter which requires approval or disapproval by the WCL Developer under this Agreement, and any approval or disapproval received by GL from the MP IV District Engineer shall be binding on all parties comprising the WCL Developer for such purposes.

9. 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.

10. Modification. Neither this Agreement, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except 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.

11. 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.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. Third Party Beneficiaries. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement, except the County, which agency shall be deemed an express third-party beneficiary of this Agreement. The County shall have full rights of enforcement of the terms of this Agreement, including, without limitation, the obligations set forth in Paragraphs 3, 4 and 5 above.

18. Strict Compliance with Laws. The parties hereto agree that acts to be performed by them in connection with this Agreement shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.

19. 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, and perform all obligations hereunder.

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 lie exclusively in the courts located in Pasco County, Florida.

21. Successors and Assigns. The terms of this Agreement shall run with the land and be binding upon the parties hereto and their respective successors and assigns. Any party may assign this Agreement and any or all of its rights and obligations hereunder with the written consent of the other parties to this Agreement, which consent should not be unreasonably withheld or delayed, to any person, firm, corporation or other entity, and any such assignee shall be entitled to all the rights and powers of such participation hereunder.

22. Force Majeure. In the event that the performance by any party of the commitments set forth in this Agreement shall be interrupted or delayed by war, riot, civil commotion or natural disaster, act of God, national emergency, governmental restriction upon the use or availability of labor or materials, strike, then such party shall be excused from such

performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

23. Enforcement. The WCL Developer acknowledges and agrees that its conveyance obligations under Paragraphs 3 and 4 of this Agreement cannot be satisfied by any means other than conveyance of the designated real property, and that damages or any remedy other than specific performance would be inadequate to ensure performance and protect GL's interests under this Agreement. As such, without limiting any other provision of this Agreement, GL shall have the right to seek and obtain specific performance of the WCL Developer's conveyance obligations under Paragraphs 3 and 4 above.

24. Attorneys' Fees. Without limiting the terms of Paragraph 7 above, if there is any legal action or proceeding between the parties to enforce or interpret any provisions of this Agreement or to protect or establish any right or remedy of any of them hereunder, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including, but not limited to, reasonable attorneys' fees and costs, incurred by such prevailing party in such action or proceeding, whether at trial, on appeal, in bankruptcy, or in post-judgment collection proceedings. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and shall not be merged into any such judgment, and shall survive any termination of this Agreement.

25. Escrow Agent. The escrow agent for the transaction contemplated by this Agreement shall be Chicago Title Insurance Company ("Escrow Agent"). Escrow Agent shall hold the WCL Contribution in escrow strictly in accordance with the terms of this Agreement. The parties shall deliver to Escrow Agent an executed copy of this Agreement, which shall constitute the sole instructions to Escrow Agent. If for any reason, either party makes a written demand upon Escrow Agent for release of all or any portion of the WCL Contribution other than in strict accordance with this Agreement or Escrow Agent is otherwise in doubt as to its duties hereunder, then Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) business days after the giving of such notice, Escrow Agent is hereby authorized to make such release. If Escrow Agent does receive such written objection within such five (5) business day period, Escrow Agent shall continue to hold the WCL Contribution in escrow until otherwise directed by joint written instructions from the parties to this Agreement or a final judgment of a court of competent jurisdiction or arbitrators' decision. However, Escrow Agent shall have the right at any time to deposit the WCL Contribution with the Clerk of the Court. Escrow Agent shall give written notice of such deposit to the parties. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

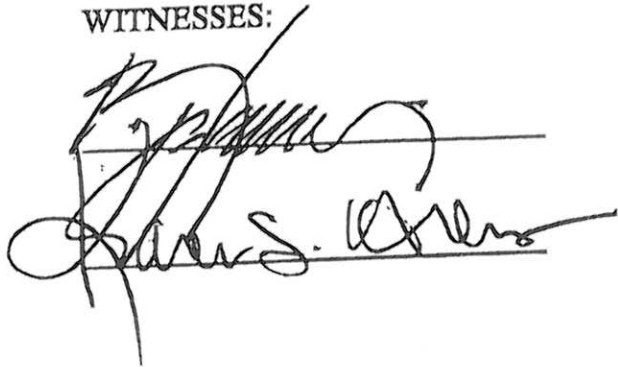
The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the parties for any act or omission on his part unless taken or suffered in bad faith in willful disregard of this Agreement or involving gross negligence. The parties shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, claims and

expenses, including reasonable attorney's fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of the Escrow Agent.

[Signature page follows.]


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

WITNESSES:



PASCO COUNTY ASSOCIATES I, LLLP, a
Florida limited liability limited partnership

By: PASCO COUNTY I CORPORATION, a
Florida corporation, its general partner

By: 
Richard A. Costello, Vice President

Date: 3/14/06

STATE OF FL
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 3/14/06 (date), by
Richard A. Costello (name of officer or agent, title of officer or agent
acknowledging) of GL Homes of FL
He/she is personally known to me or who has produced (type of identification) as
identification.

Seal:




NOTARY

WITNESSES:

MEADOW POINTE GENERAL
PARTNERSHIP

By: _____

Title: _____

Date: _____

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

WITNESSES:

PASCO COUNTY ASSOCIATES I, LLLP, a
Florida limited liability limited partnership

By: PASCO COUNTY I CORPORATION, a
Florida corporation, its general partner

By: _____
Richard A. Costello, Vice President

Date: _____

STATE OF _____
COUNTY OF _____

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

Seal:

NOTARY

WITNESSES:

MEADOW POINTE GENERAL
PARTNERSHIP

Amanda C. Henderson
Asuni Wells

By: [Signature]
Title: MANAGING MEMBER
Date: 3.13.06
BMS

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this March 13, 2006
(date), by Donald A Buck (name of officer or agent, title of officer or agent
acknowledging) of Meadow Pointe General Partnership. He/she is personally known
to me or who has produced _____ (type of identification) as
identification.

Seal:



Teri Leigh Gartenmayer
Commission # DD283440
Expires February 23, 2008
Bonded Troy Felt - Insurance, Inc. 888-585-7919

Teri Leigh Gartenmayer
NOTARY

WITNESSES:

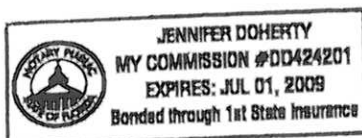
Vanessa Zumbado
Shirley L. Jorgensen

WESLEY CHAPEL LAKES, LTD
BY: Wesley Chapel Lakes, Inc.
a Florida corporation, its sole general partner
BY: [Signature]
Title: Pres.
Date: 3-10-06

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this March 10, 2006
(date), by _____ (name of officer or agent, title of officer or agent
acknowledging) of Jared D. Brown. He/she is personally known
to me or who has produced _____ (type of identification) as
identification.

Seal:



Jennifer Doherty
NOTARY

WITNESSES:

Lorraine J. Tucker
Juan P. H. [Signature]

PASCO HEIGHTS DEVELOPMENT
CORPORATION

By: [Signature]

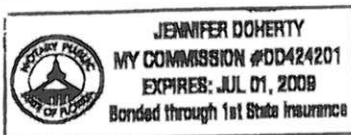
Title: President

Date: 3-10-06

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this March 10, 2006
(date), by _____ (name of officer or agent, title of officer or agent
acknowledging) of Lee Arnold. He/she is personally known
to me or who has produced _____ (type of identification) as
identification.

Seal:



Jennifer Doherty
NOTARY

WITNESSES:

Lorraine J. Tucker
Juan P. H. [Signature]

CLEARWATER BAY
ASSOCIATES, INC.

By: [Signature]

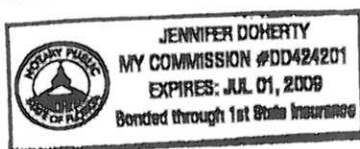
Title: President

Date: 3-10-06

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this March 10, 2006
(date), by _____ (name of officer or agent, title of officer or agent
acknowledging) of Lee Arnold. He/she is personally known
to me or who has produced _____ (type of identification) as
identification.

Seal:



Jennifer Doherty
NOTARY

WITNESSES:

Amanda C. Hudson
Jessie Wells

MEADOW POINTE IV COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]

Title: CHAIRMAN

Date: 3.13.06

OMB

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this March 13, 2006
(date), by Donald A Buck (name of officer or agent, title of officer or agent
acknowledging) of Meadow Pointe IV CDD. He/she is personally known
to me or who has produced _____ (type of identification) as

identification.

Seal:



Teri Leigh Gartenmayer
Commission # DD283440
Expires February 23, 2008
Bonded Trust Firm - Insurance, Inc. 800-885-7019

Teri Leigh Gartenmayer
NOTARY

WITNESSES:

Amanda C. Hudson
Jessie Wells

MEADOW POINTE III COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]

Title: CHAIRMAN

Date: 3.13.06

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this March 13, 2006
(date), by Donald A Buck (name of officer or agent, title of officer or agent
acknowledging) of Meadow Pointe III CDD. He/she is personally known
to me or who has produced _____ (type of identification) as

identification.

Seal:



Teri Leigh Gartenmayer
Commission # DD283440
Expires February 23, 2008
Bonded Trust Firm - Insurance, Inc. 800-885-7019

Teri Leigh Gartenmayer
NOTARY

List of Exhibits

Exhibit "A" – Wyndfields Project

Exhibit "B" – Wesley Chapel Lakes

Exhibit "C" – Proposed Alignment and Proposed Access Points

Exhibit "D" – WCL ROW Deed (Eastern Section)

EXHIBIT "A"



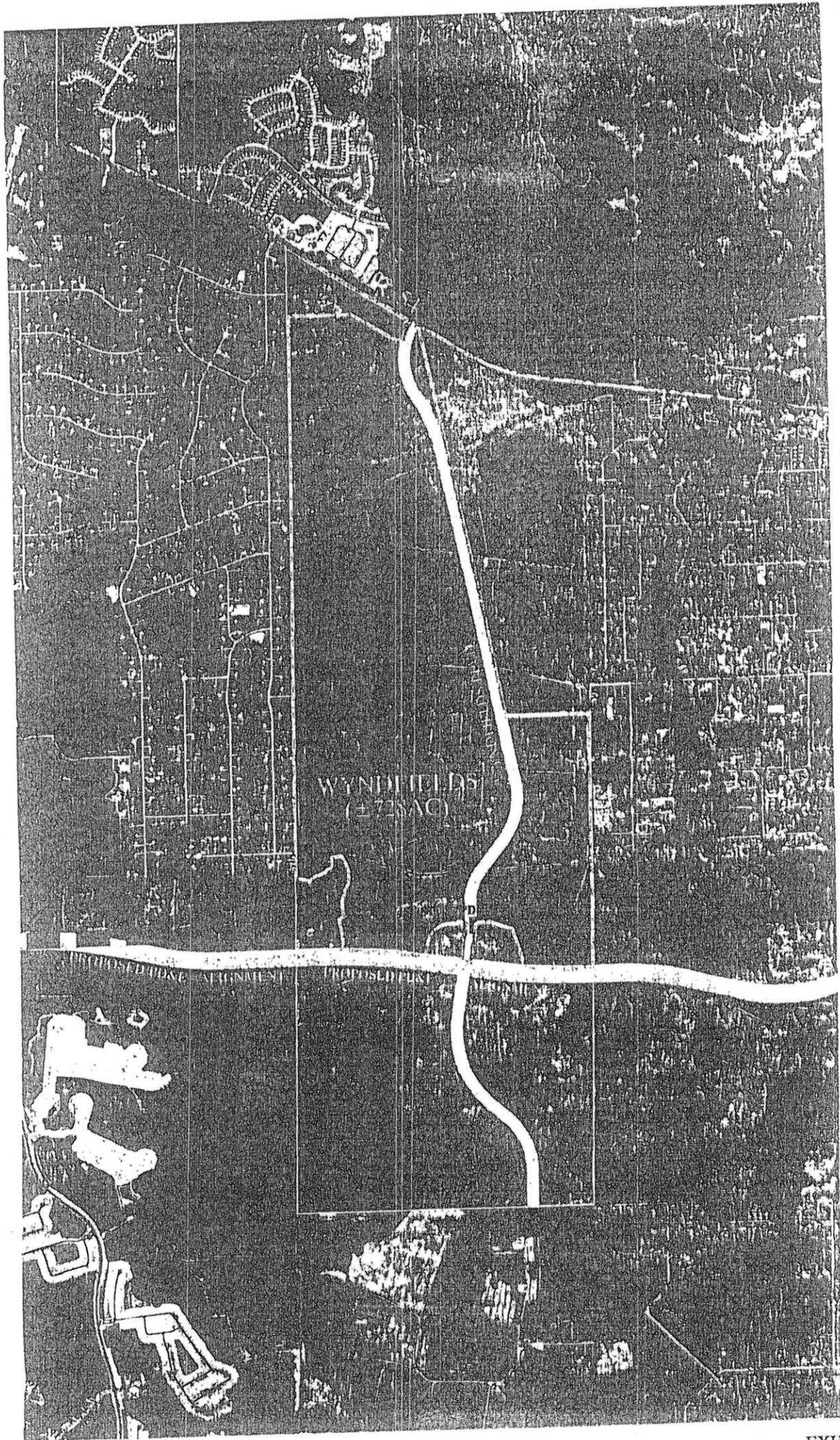
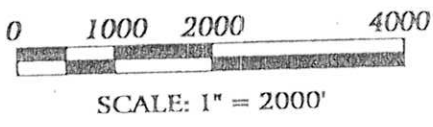


EXHIBIT A
WYNDFIELDS
PASCO COUNTY, FLORIDA



LEGEND:

- WYNDFIELDS
(GL OWNERSHIP ±728 AC)
- WYNDFIELDS OVERALL BDY
- EXISTING PD & E ALIGNMENT
- PROPOSED PD & E ALIGNMENT

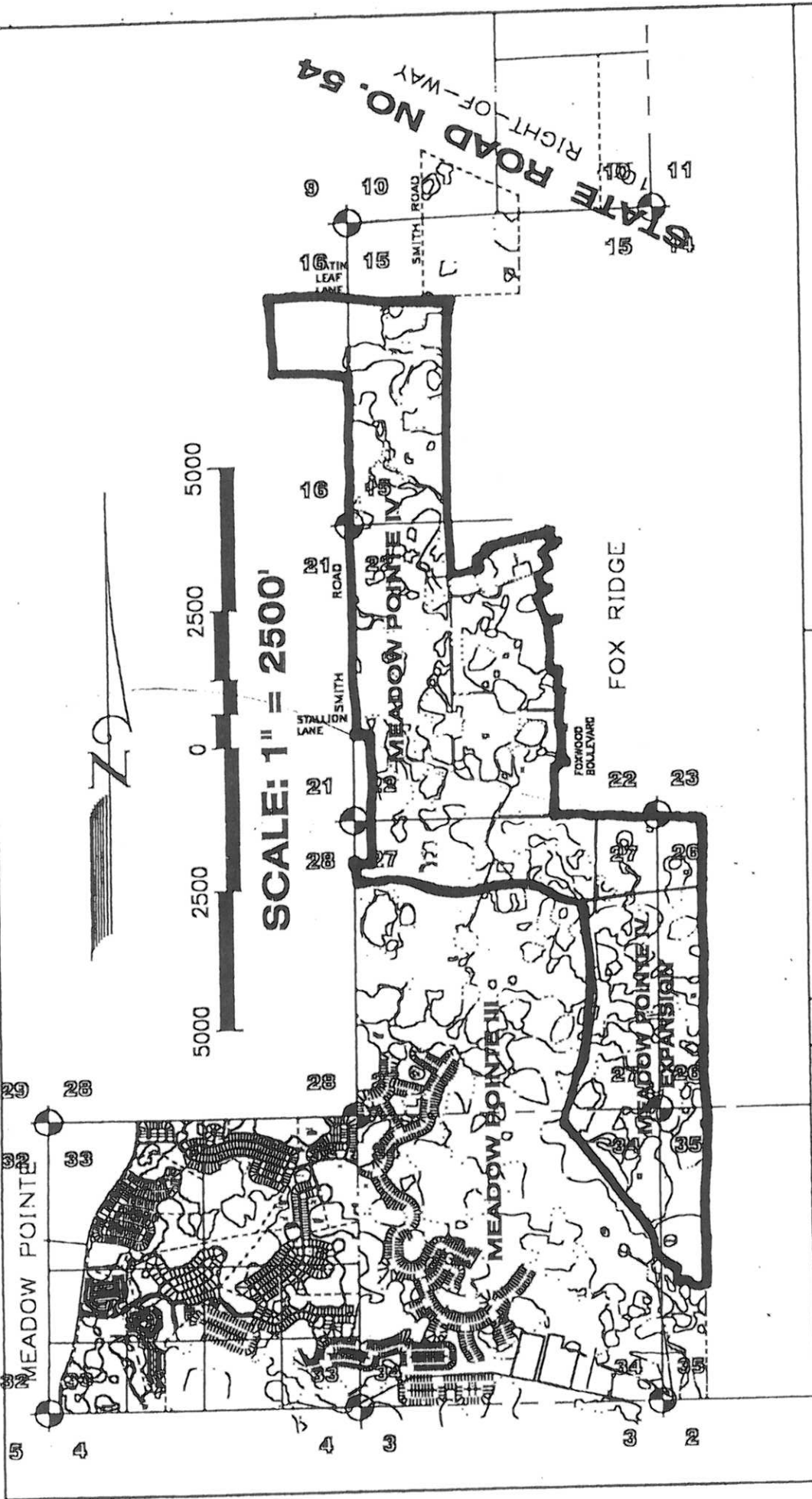
PREPARED BY:

King
ENGINEERING ASSOCIATES, INC.
1111 N. W. 11th Ave., Suite 100
Fort Lauderdale, FL 33304
Phone: (305) 555-1111
Fax: (305) 555-1112

NO.	REV.	DESCRIPTION	DATE
1	1	ISSUED FOR PERMIT	10/15/01
2	1	REVISED	11/15/01
3	1	REVISED	12/15/01
4	1	REVISED	01/15/02
5	1	REVISED	02/15/02
6	1	REVISED	03/15/02
7	1	REVISED	04/15/02
8	1	REVISED	05/15/02
9	1	REVISED	06/15/02
10	1	REVISED	07/15/02
11	1	REVISED	08/15/02
12	1	REVISED	09/15/02
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96	1	REVISED	09/15/09
97	1	REVISED	10/15/09
98	1	REVISED	11/15/09
99	1	REVISED	12/15/09
100	1	REVISED	01/15/10

EXHIBIT "B"





LOCATION EXHIBIT		MEADOW POINTE IV CDD EXPANSION AREA	
JOB NO.	MPP-WC-365	DESIGN	BAHLKE
DRAWN	IVIE	DATE	06-10-04
PREPARED FOR:	MEADOW POINTE PARTNERS	FILE	EXH-CDD-IV
SHEET 1 OF 1 SHEETS		MASTER PLAN\ENGINEERING\EXH-CDD-IV.DWG	
DATE	DESCRIPTION	BY	REVISIONS
06-10-04 12:59 PM	HEIDT & ASSOC.	MATTI	WESLEY CHAPEL LAKES

REVISED OVERALL MEADOW POINTE IV
COMMUNITY DEVELOPMENT DISTRICT

DESCRIPTION: A parcel of land lying in Sections 15, 16, 22, 26, and 27, Township 26 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 and the Southeast corner of said Section 22, run thence S.89°57'36"E., 779.88 feet; thence S.00°15'46"W., 5281.23 feet to a point on the North boundary line of the aforesaid Section 35; thence S.00°10'00"W., 3203.07 feet; thence N.89°44'52"W., 264.92 feet; thence N.35°20'18"W., 133.28 feet; thence N.53°12'50"W., 12.07 feet; thence S.69°20'41"W., 13.12 feet; thence S.36°13'46"W., 50.40 feet; thence S.64°20'17"W., 104.77 feet; thence S.83°40'33"W., 16.19 feet; thence N.69°04'34"W., 12.85 feet; thence N.45°01'35"W., 54.25 feet; thence N.17°52'21"W., 24.89 feet; thence N.00°46'23"W., 24.14 feet; thence N.19°19'13"E., 106.58 feet; thence N.46°37'11"E., 34.57 feet; thence N.22°25'42"E., 45.86 feet; thence N.18°53'42"W., 72.56 feet; thence N.38°18'19"W., 39.24 feet; thence N.53°03'16"W., 31.51 feet; thence N.73°15'43"W., 55.32 feet; thence N.82°41'56"W., 46.02 feet; thence S.79°39'59"W., 16.05 feet; thence S.54°57'48"W., 26.06 feet; thence S.16°37'52"W., 25.44 feet; thence N.34°29'34"W., 202.64 feet; thence WEST, 98.17 feet; thence N.06°59'11"W., 389.22 feet; thence N.35°59'11"W., 2600.00 feet; thence N.24°00'49"E., 1200.00 feet; thence N.08°00'49"E., 1200.00 feet; thence N.05°56'07"W., 1699.11 feet to a point on a curve; thence Westerly, 767.94 feet along the arc of a curve to the right having a radius of 1100.00 feet and a central angle of 40°00'00" (chord bearing N.76°00'00"W., 752.44 feet) to a point of reverse curvature; thence Westerly, 911.06 feet along the arc of a curve to the left having a radius of 900.00 feet and a central angle of 58°00'00" (chord bearing N.85°00'00"W., 872.66 feet) to a point of reverse curvature; thence Westerly, 1368.34 feet along the arc of a curve to the right having a radius of 1600.00 feet and a central angle of 49°00'00" (chord bearing N.89°30'00"W., 1327.02 feet) to a point of reverse curvature; thence Westerly, 914.53 feet along the arc of a curve to the left having a radius of 2100.00 feet and a central angle of 24°57'06" (chord bearing N.77°28'33"W., 907.32 feet) to a point of tangency; thence N.89°57'06"W., 266.61 feet to a point on the West boundary of aforesaid Section 27; thence along said West boundary of said Section 27, N.00°16'39"E., 200.15 feet; thence S.89°54'25"E., 269.99 feet; thence along a line lying East of and parallel to said West boundary of Section 27, N.00°16'39"E., 814.97 feet to a point on the North boundary of said Section 27; thence along a line lying East and parallel to the West boundary of aforesaid Section 22, N.00°09'44"E., 1599.92 feet; thence N.89°54'25"W., 269.99 feet to a point on said West boundary of Section 22; thence along said West boundary of Section 22 the following two (2) courses: 1) N.00°09'44"E., 1037.78 feet; 2) N.00°01'44"W., 2640.18 feet to the Northeast corner of said Section 22, also being the Southwest corner of aforesaid Section 15; thence along the West boundary of said Section 15 the following two (2) courses: 1) N.00°25'26"E., 1319.87 feet; 2) N.00°26'13"E., 1319.60 feet to the Southeast corner of the Southeast ¼ of the Northeast ¼ of aforesaid Section 16; thence along the South boundary of said Southeast ¼ of the Northeast ¼ of Section 16, N.89°27'55"W., 1324.90 feet to the Southwest corner of said Southeast ¼ of the Northeast ¼ of Section 16; thence along the West boundary of said Southeast ¼ of the Northeast ¼ of Section 16, N.00°08'50"E., 1322.76 feet to the Northeast corner of said Southeast ¼ of the Northeast ¼ of Section 16; thence along the North boundary of said Southeast ¼ of the Northeast ¼ of Section 16, S.89°15'10"E., 1332.60

feet to the Northeast corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 16, said point also being the Northwest corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of aforesaid Section 15; thence along the North boundary of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 15, N.89°29'12"E., 1330.02 feet; thence N.89°32'32"E., 416.75 feet to a point on the West boundary of FOX RIDGE PHASE THREE UNIT ONE, according to the map or plat thereof as recorded in Plat Book 24, Page 105, of the Public Records of Pasco County, Florida; thence along said Westerly boundary of FOX RIDGE PHASE THREE UNIT ONE, FOX RIDGE PHASE TWO UNIT THREE, according to the map or plat thereof as recorded in Plat Book 19, Page 42, FOX RIDGE PHASE THREE UNIT TWO, according to the map or plat thereof as recorded in Plat Book 24, Page 101, and FOX RIDGE PHASE TWO UNIT FOUR, according to the map or plat thereof as recorded in Plat Book 19, Page 113, all of the Public Records of Pasco County, Florida the following two (2) courses: 1) S.00°21'06"W., 3961.89 feet; 2) S.00°01'07"W., 978.88 feet to the Southwest of said FOX RIDGE PHASE TWO UNIT FOUR, said point being on the Southerly boundary of said FOX RIDGE PHASE TWO UNIT FOUR and a point on a curve; thence along said Southerly boundary of FOX RIDGE PHASE TWO UNIT FOUR the following ten (1) courses: 1) Easterly, 141.38 feet along the arc of a curve to the left having a radius of 417.92 feet and a central angle of 19°23'00" (chord bearing N.80°18'53"E., 140.71 feet) to a point of tangency; 2) N.70°37'23"E., 173.29 feet to a point of curvature; 3) Northeasterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.25°37'23"E., 35.35 feet); 4) N.70°37'23"E., 60.00 feet to a point on a curve; 5) Southeasterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.64°22'37"E., 35.35 feet); 6) N.70°33'35"E., 154.99 feet; 7) N.07°51'40"W., 264.66 feet; 8) S.89°39'20"E., 189.86 feet; 9) N.19°16'11"W., 159.46 feet; 10) N.77°05'20"E., 1158.97 feet to a point on the Westerly boundary of FOX RIDGE PHASE TWO UNIT TWO, according to the map or plat thereof as recorded in Plat Book 19, Page 36, of the Public Records of Pasco County, Florida; thence along said Westerly boundary of FOX RIDGE PHASE TWO UNIT TWO the following thirty-seven (37) courses: 1) S.00°22'04"W., 238.06 feet; 2) N.70°47'10"E., 138.33 feet; 3) S.19°12'50"E., 60.00 feet; 4) S.70°47'10"W., 157.03 feet; 5) Westerly, 156.89 feet along the arc of a curve to the right having a radius of 919.96 feet and a central angle of 09°46'17" (chord bearing S.75°31'00"W., 156.70 feet); 6) S.19°21'34"E., 383.32 feet; 7) S.71°22'42"W., 265.21 feet; 8) S.19°21'59"E., 333.79 feet; 9) N.70°41'47"E., 125.41 feet; 10) S.19°16'26"E., 59.79 feet; 11) S.70°35'51"W., 265.23 feet; 12) S.19°20'30"E., 446.83 feet to a point on a curve; 13) Easterly, 30.41 feet along the arc of a curve to the right having a radius of 62.50 feet and a central angle of 27°52'35" (chord bearing S.72°22'06"E., 30.11 feet) to a point on a curve; 14) Easterly, 22.28 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 51°03'19" (chord bearing S.83°57'28"E., 21.55 feet); 15) N.70°40'00"E., 222.12 feet; 16) S.18°56'05"E., 60.00 feet; 17) S.70°40'00"W., 221.94 feet to a point on a curve; 18) Southwesterly, 22.28 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 51°03'19" (chord bearing S.45°06'33"W., 21.55 feet) to a point of reverse curvature; 19) Southwesterly, 41.31 feet along the arc of a curve to the right having a radius of 62.50 feet and a central angle of 37°52'29" (chord bearing S.38°31'08"W., 40.56 feet); 20) S.19°26'30"E., 118.25 feet; 21) S.07°02'30"E., 139.08 feet; 22) S.02°38'42"W., 163.92 feet; 23) S.00°01'45"W., 449.78 feet; 24) S.89°55'32"E., 150.00 feet; 25) S.00°00'51"E., 290.52 feet; 26) S.89°56'52"E., 125.27 feet; 27) S.00°00'33"E., 59.98 feet; 28) N.89°58'48"W., 125.44 feet; 29) S.00°02'22"W., 581.09 feet; 30) S.89°58'48"E., 125.44 feet; 31) S.00°01'12"W., 60.00 feet; 32)

N.89°58'48"W., 148.79 feet; 33) S.00°01'37"W., 580.88 feet; 34) S.89°58'48"E., 148.73 feet; 35) S.00°01'12"W., 60.00 feet; 36) N.89°58'48"W., 261.66 feet; 37) S.00°02'07"W., 917.56 feet to a point on the South boundary of said plat, said point also being on the North boundary of the aforesaid Section 27; thence along said North boundary of said Section 27 and the South boundary of said plat, S.89°53'08"E., 1833.04 feet to the POINT OF BEGINNING.

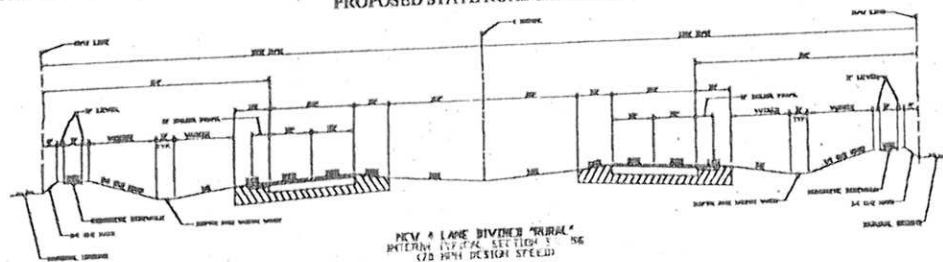
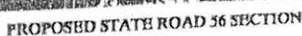
Containing 1060.046 acres, more or less.

P:\WESLEY CHAPEL LAKES\MASTER PLAN\LEGAL\MP4-CDD-NEWOVERALL.doc
MJF 05/04/02
PAD 06/17/04

EXHIBIT "C"

LEGEND:

EXISTING PD&E ALIGNMENT
PROPOSED PD&E ALIGNMENT
TOWNSHIP/ RANGE LINES
FULL MEDIAN OPENING
DIRECTIONAL MEDIAN OPENING
RIGHT IN/ RIGHT OUT



APPROVAL SIGNATURES
THE UNDERSIGNED AGREE TO THE PROPOSED ALIGNMENT, THE TYPICAL RURAL SECTION, THE DESIGN SPEED, THE ACCESS MANAGEMENT CLASS, THE LOCATION AND TYPE OF ACCESS POINTS

MEADOW POINT III COMMUNITY
DEVELOPMENT DISTRICT

PREPARED BY:

ENGINEERING ASSOCIATION
AND MEDICAL EQUIPMENT
AND SERVICES, HEATHEN, WARD, JUNE
TALLAHASSEE, FLORIDA 32301
1 - 800, 3-611-1111 (toll-free)

[illegible]

EXHIBIT "D"

Prepared by and to be returned to:
Mark K. Straley
Straley Robin & Williams
100 East Madison Street
Suite 300
Tampa, FL 33602

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 3 day of February, 2006,
by Wesley Chapel Lakes, Ltd., a Florida limited partnership, having its principal place of
business at 17757 US Hwy 19 N., Suite 275, Clearwater, Florida 33764-6592, hereinafter called
the grantor to Pasco County, Florida, a political subdivision of the State of Florida, whose
address is 7530 Little Road, New Port Richey, Florida 34654, hereinafter called the grantee:

(Wherever used herein the terms "grantors" and "grantee" include all the parties to
this instrument and the heirs, legal representative and assigns of individuals, and
the successors and assigns of corporations and partnerships.)

WITNESSETH: That the grantors, for and in consideration of the sum of \$10.00 and
other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains,
sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate
in Pasco County, viz:

See Exhibit "A"

TOGETHER, with all the tenements, hereditaments and appurtenances thereto
belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantors hereby covenant with said grantee that, subject to and except for
easements and restrictions of record, if any, the grantors are lawfully seized of said land in fee
simple; that the grantors have good right and lawful authority to sell and convey said land; that
the lands are free from all encumbrances made by grantors, and grantors will warrant and defend

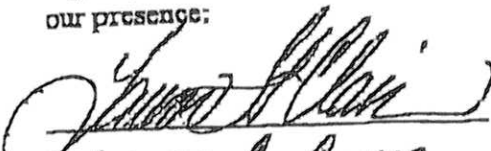
the same against the lawful claims and demands of all persons claiming by, through or under the said grantors, but not against the claims of any others.

IN WITNESS WHEREOF, the said grantors have hereto caused this instrument to be executed the day and year first above written.

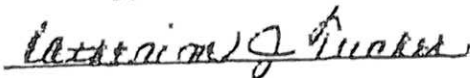
Signed, sealed and delivered
our presence:

WESLEY CHAPEL LAKES, LTD.,
a Florida limited partnership

By: Wesley Chapel Lakes, Inc.,
a Florida corporation as its sole general partner


LAURA ST. CLAIR

Print or type name here



CATHERINE J. TUCKER

Print or type name here

By: 
Jared D. Brown, President

STATE OF FLORIDA)
) ss:
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of February, 2006, by Jared D. Brown, President of Wesley Chapel Lakes, Inc., a Florida corporation, sole general partner of Wesley Chapel Lakes, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or has produced _____ (type of identification) as identification.


NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)



Karl Ann Trippi
Commission # DD288474
Expires November 18, 2007
Bonded Tray Firm - Insurance, Inc. 800-363-7018

JAN-25-2006 09:10 DEUCC

B13 269 2323 P.02

THIS IS NOT A SURVEY

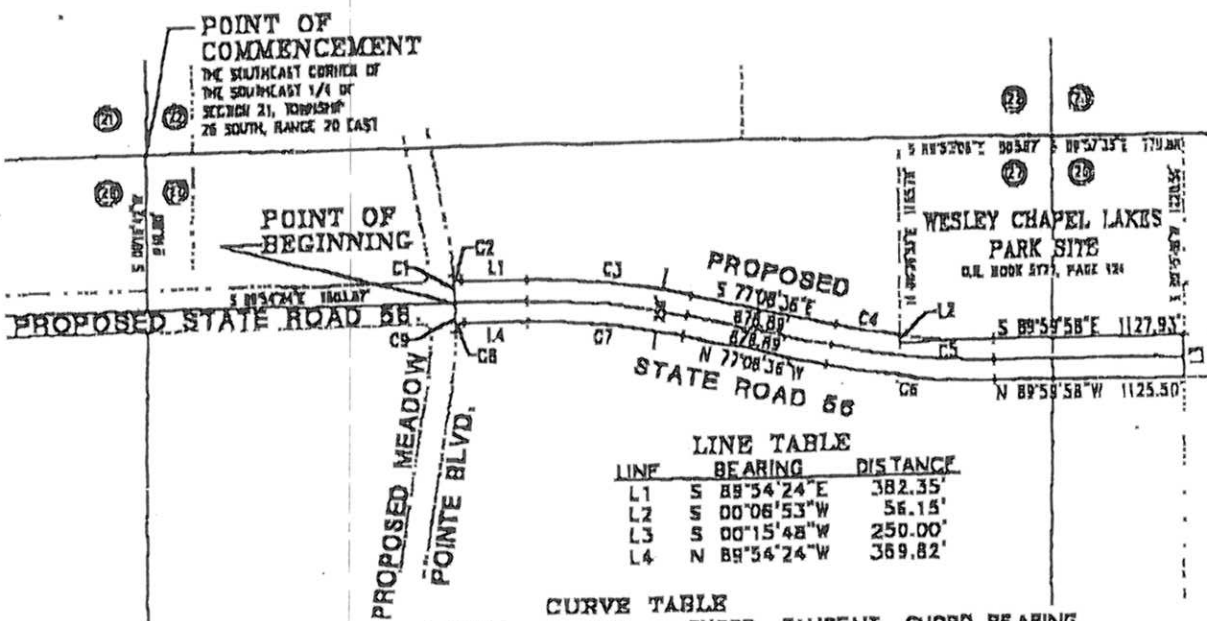
SECTIONS 26 & 27, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.



0 500' 1000'
Scale in Feet



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°54'24\"E	382.35'
L2	S 00°06'53\"W	56.15'
L3	S 00°15'48\"W	250.00'
L4	N 89°54'24\"W	369.82'

CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	3°05'17\"	3170.00	170.86	170.84	85.45	N 03°31'53\"W
C2	84°49'52\"	50.00	74.03	67.45	45.68	S 47°29'28\"E
C3	12°45'48\"	4425.00	888.72	983.69	494.91	S 83°31'30\"E
C4	5°12'28\"	4175.00	379.48	379.35	189.87	S 79°44'50\"E
C5	3°55'31\"	8100.00	554.84	554.83	277.58	N 88°02'16\"E
C6	12°51'23\"	4425.00	992.80	890.82	498.55	N 83°34'17\"W
C7	12°45'48\"	4175.00	930.03	928.11	466.95	N 83°31'30\"W
C8	88°56'02\"	50.00	77.61	70.05	49.08	S 45°37'35\"W
C9	3°08'48\"	3170.00	174.10	174.08	87.07	N 00°24'50\"W

PROPOSED STATE ROAD 56 EAST - 1

PREPARED FOR: WESLEY CHAPEL LAKES

SCALE	DATE	DRAWN	CHECKED
1\"=1000'	AUG. 25, 2005	R.E.D.	R.H.L.
JOB No.	SECTION	TOWNSHIP	RANGE
3852-000-000	26&27	26 SOUTH	20 EAST

King

ENGINEERING ASSOCIATES, INC.
1121 N. W. 11th Ave., Suite 200
Miami, Florida 33136

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the
signature and the original raised seal of a Florida
licensed Surveyor and Mapper.

Richard H. Lawrence
RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # C.S.3250
CERTIFICATE OF AUTHORIZATION No. CB 2610

THIS IS NOT A SURVEY**LEGAL DESCRIPTION**

ALL THAT PORTION OF SECTIONS 26 AND 27, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE LINE BETWEEN SAID SECTIONS 27 AND 28, SOUTH 00°16'42" WEST, A DISTANCE OF 940.00 FEET TO THE CENTERLINE OF PROPOSED STATE ROAD 56; THENCE SOUTH 89°54'24" EAST, ALONG THE PROPOSED CENTERLINE OF STATE ROAD 56 A DISTANCE OF 1,803.87 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PROPOSED MEADOW POINTE BOULEVARD (A 140' RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE 170.86 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BY THE ARC OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 3,170.00 FEET, DELTA 03°05'17" AND A CHORD BEARING AND DISTANCE OF NORTH 03°31'53" WEST, 170.84 FEET TO A POINT OF CURVATURE AT THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED STATE ROAD 56 (A 250' RIGHT OF WAY); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. THENCE 74.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, DELTA 84°49'52" AND A CHORD BEARING AND DISTANCE OF SOUTH 47°29'28" EAST, 67.45 FEET; 2. THENCE SOUTH 89°54'24" EAST, A DISTANCE OF 382.35 FEET TO A POINT OF CURVATURE; 3. THENCE 985.72 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 4,425.00 FEET, DELTA 12°45'48" AND A CHORD BEARING AND DISTANCE OF SOUTH 83°31'30" EAST, 983.89 FEET; 4. THENCE SOUTH 77°08'36" EAST, A DISTANCE OF 878.89 FEET TO A POINT OF CURVATURE; 5. THENCE 379.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 4,175.00 FEET, DELTA 05°12'28" AND A CHORD BEARING AND DISTANCE OF SOUTH 78°44'50" EAST, 379.35 FEET TO A POINT ON THE WESTERLY LINE OF THE WESLEY CHAPEL LAKES PARK SITE, AS RECORDED IN O.R. BOOK 5177, PAGE 124 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH 00°06'53" WEST, ALONG SAID LINE A DISTANCE OF 56.15 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE AT THE SOUTHERLY LINE OF SAID PARK SITE; THENCE 554.94 FEET ALONG SAID LINE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 8,100.00 FEET, DELTA 03°55'31" AND A CHORD BEARING AND DISTANCE OF NORTH 88°02'16" EAST, 554.83 FEET; THENCE CONTINUE, SOUTH 89°59'58" EAST, A DISTANCE OF 1,127.93 FEET TO THE SOUTHEAST CORNER OF SAID PARK SITE; THENCE LEAVING SAID LINE, SOUTH 00°15'48" WEST, A DISTANCE OF 250.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED STATE ROAD 56 (A 250' RIGHT OF WAY); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1. THENCE NORTH 89°59'58" WEST, A DISTANCE OF 1,125.50 FEET TO A POINT OF CURVATURE; 2. THENCE 992.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 4,425.00 FEET, DELTA 12°51'23" AND A CHORD BEARING AND DISTANCE OF NORTH 83°34'17" WEST, 990.82 FEET; 3. THENCE NORTH 77°08'36" WEST, A DISTANCE OF 878.89 FEET TO A POINT OF CURVATURE; 4. THENCE 930.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 4,175.00 FEET, DELTA 12°45'48" AND A CHORD BEARING AND DISTANCE OF NORTH 83°31'30" WEST, 928.11 FEET; 5. THENCE NORTH 88°54'24" WEST, A DISTANCE OF 369.82 FEET TO A POINT OF CURVATURE; 6. THENCE 77.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, DELTA 88°56'02" AND A CHORD BEARING AND DISTANCE OF SOUTH 45°37'35" WEST, 70.05 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AFOREMENTIONED PROPOSED MEADOW POINTE BOULEVARD (A 140' RIGHT OF WAY); THENCE 174.10 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE WEST, HAVING A RADIUS OF 3,170.00 FEET, DELTA 03°08'48" AND A CHORD BEARING AND DISTANCE OF NORTH 00°24'50" WEST, 174.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.748 ACRES, MORE OR LESS.

PROPOSED STATE ROAD 56 EAST - 1

PREPARED FOR: WESLEY CHAPEL LAKES

King

ENGINEERING ASSOCIATES, INC.
4024 MEMPHIS HIGHWAY
ONE MEMPHIS CENTER, SUITE 300
TAMPA, FLORIDA 33611
PHONE 813-888-1801
FAX 813-888-1802
E-MAIL King@kingengineers.com

Prepared by and to be returned to:
Mark K. Straley
Straley Robln & Williams
100 East Madison Street
Suite 300
Tampa, FL 33602

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 5 day of February, 2006,
by Wesley Chapel Lakes, Ltd., a Florida limited partnership, having its principal place of
business at 17757 US Hwy 19 N., Suite 275, Clearwater, Florida 33764-6592, hereinafter called
the grantor to Pasco County, Florida, a political subdivision of the State of Florida, whose
address is 7530 Little Road, New Port Richey, Florida 34654, hereinafter called the grantee:

(Wherever used herein the terms "grantors" and "grantee" include all the parties to
this instrument and the heirs, legal representative and assigns of individuals, and
the successors and assigns of corporations and partnerships.)

WITNESSETH: That the grantors, for and in consideration of the sum of \$10.00 and
other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains,
sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate
in Pasco County, viz:

See Exhibit "A"

TOGETHER, with all the tenements, hereditaments and appurtenances thereto
belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantors hereby covenant with said grantee that, subject to and except for
easements and restrictions of record, if any, the grantors are lawfully seized of said land in fee
simple; that the grantors have good right and lawful authority to sell and convey said land; that
the lands are free from all encumbrances made by grantors, and grantors will warrant and defend

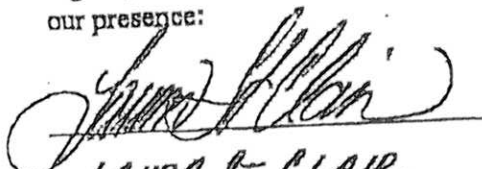
the same against the lawful claims and demands of all persons claiming by, through or under the said grantors, but not against the claims of any others.

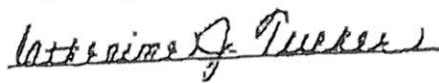
IN WITNESS WHEREOF, the said grantors have hereto caused this instrument to be executed the day and year first above written.

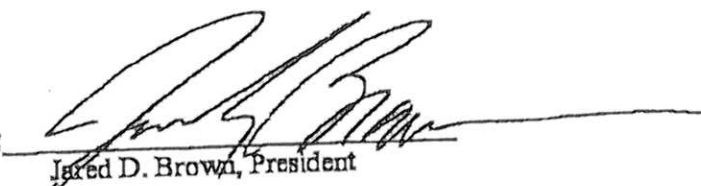
Signed, sealed and delivered
our presence:

WESLEY CHAPEL LAKES, LTD.,
a Florida limited partnership

By: Wesley Chapel Lakes, Inc.,
a Florida corporation as its sole general partner


LAURA ST. CLAIR
Print or type name here


CATHERINE J. TUCKER
Print or type name here

By: 
Jared D. Brown, President

STATE OF FLORIDA)
) ss:
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of February, 2006, by Jared D. Brown, President of Wesley Chapel Lakes, Inc., a Florida corporation, sole general partner of Wesley Chapel Lakes, Ltd., a Florida limited partnership, on behalf of the limited partnership. He is personally known to me or has produced _____ (type of identification) as identification.


NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

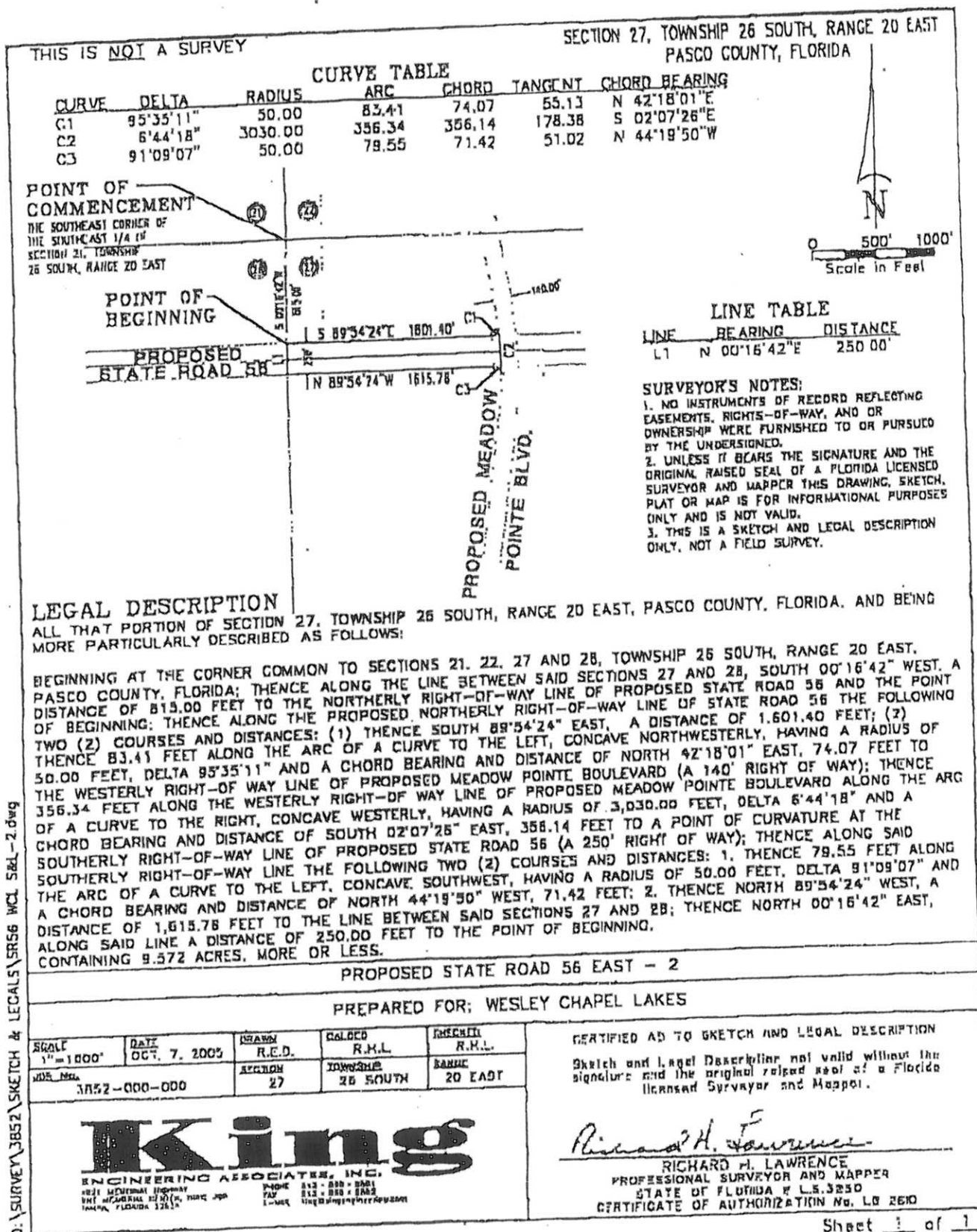


Karl Ann Trippi
Commission # 00268474
Expires November 18, 2007
Bonds Trust Fund - Insurance, Inc. 100-315-3019

JAN-25-2006 09:31

DEVCO

813 269 2323 P.02



Prepared by and to be returned to:
MARK K. STRALEY
Straley Robin & Williams
100 E. Madison Street, Suite 300
Tampa, Florida 33602

QUIT-CLAIM DEED

This QUIT-CLAIM DEED is made and delivered as of this 3rd day of February, 2006, by and between Meadow Pointe III Community Development District, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes, whose post office address is 509 Guisando de Avila, Suite 100, Tampa, FL 33613-5233, as Grantor, and Pasco County, Florida, a political subdivision of the State of Florida, whose address is 7530 Little Road, New Port Richey, Florida 34654, as Grantee. (All references to the parties herein shall include their heirs, personal representatives, successors and assigns.)

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) paid by Grantee, the receipt of which is hereby acknowledged, hereby releases and quit-claims to Grantee all right, title, interest, claim, and demand which Grantor has in the following described land in Pasco County, Florida, legally described as follows:

See Exhibit "A"

TO HAVE AND TO HOLD all of said right, title, interest, claim, and demand of Grantor in said land, and all improvements thereon, unto Grantees for its use and benefit forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day
and year first above written.

Signed, sealed and delivered in our
presence:

MEADOW POINTE III COMMUNITY
DEVELOPMENT DISTRICT

Clare C. Humphreys
Print Name: Clare C. Humphreys

Leslie Wells
Print Name: Leslie Wells

By: _____

Thomas H. Gray
Thomas H. Gray

Vice Chairman of the Board of Supervisors

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of February, 2006, by
Thomas H. Gray, Vice Chairman of the Board of Supervisors of Meadow Pointe III Community
Development District. He is personally known to me; or has produced a driver's license as
identification.

Teri Leigh Gartenmayer
Notary Public, State of Florida at Large



Teri Leigh Gartenmayer
Commission # DD293440
Expires February 23, 2008
Bonded Troy Fahn - Insurance, Inc. 800-385-7019

JAN-25-2006 09:10

DEVCO

813 269 2323 7.02

THIS IS NOT A SURVEY

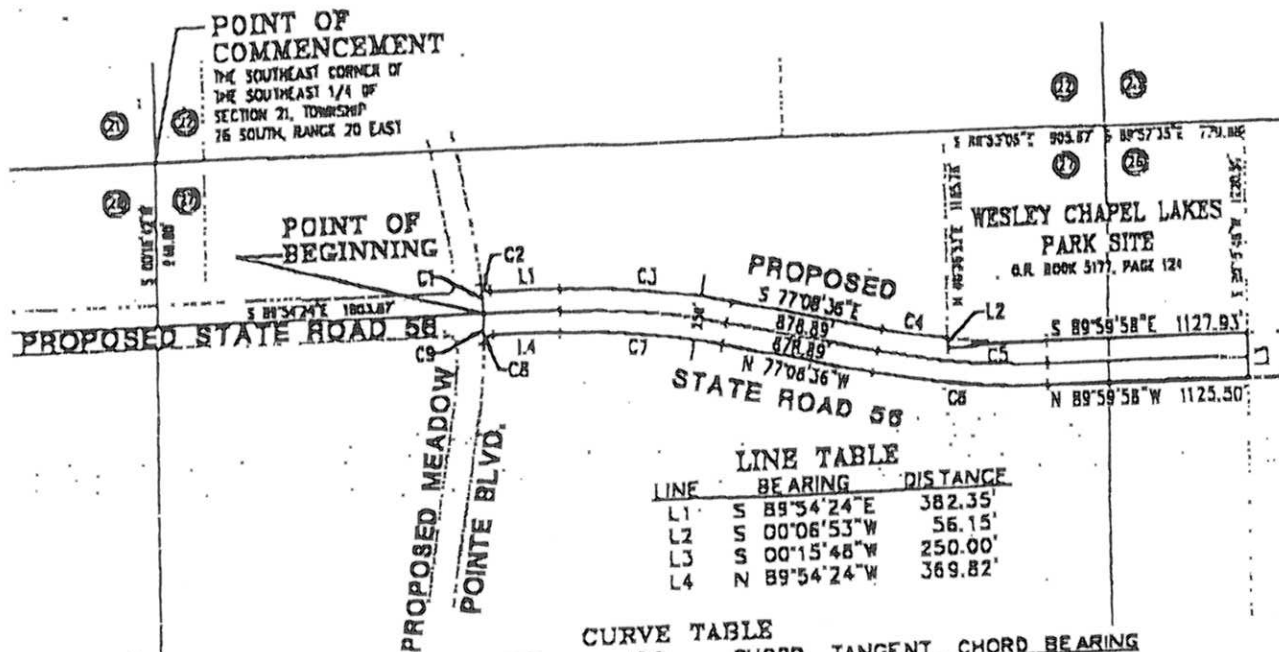
SECTIONS 26 & 27, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.



0 500' 1000'
Scale in Feet



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 89°34'24"E	382.35'
L2	S 00°06'53"W	56.15'
L3	S 00°15'48"W	250.00'
L4	N 89°54'24"W	369.82'

CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	3°05'17"	3170.00	170.86	170.84	85.45	N 03°31'53"W
C2	84°49'52"	50.00	74.03	67.45	45.68	S 47°29'28"E
C3	12°45'48"	4425.00	985.72	983.69	494.91	S 83°31'30"E
C4	5°12'28"	4175.00	379.48	379.35	189.87	S 79°44'50"E
C5	3°55'31"	8100.00	554.94	554.83	277.58	N 88°02'16"E
C6	12°31'23"	4425.00	992.90	990.82	498.55	N 83°34'17"W
C7	12°45'48"	4175.00	930.03	928.11	466.95	N 83°31'30"W
C8	88°56'02"	50.00	77.61	70.05	49.08	S 45°37'33"W
C9	3°08'48"	3170.00	174.10	174.06	87.07	N 00°24'50"W

PROPOSED STATE ROAD 56 EAST - 1

PREPARED FOR: WESLEY CHAPEL LAKES

SCALE	DATE	DRAWN	CHECKED
1"=1000'	AUG. 25, 2005	R.E.D.	R.H.L.
JOB NO.	SECTION	TOWNSHIP	RANGE
3852-000-000	26&27	26 SOUTH	20 EAST

King

ENGINEERING ASSOCIATES, INC.
2211 W. US HWY 90, SUITE 300
TAMPA, FLORIDA 33611
PHONE 813-886-8881
FAX 813-886-8882
WWW.KINGENGINEERINGINC.COM

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the
signature and the original raised seal of a Florida
Licensed Surveyor and Mapper.

Richard H. Lawrence
RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

JAN-25-2006 09:10

DEUCO

813 269 2320

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

ALL THAT PORTION OF SECTIONS 26 AND 27, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE LINE BETWEEN SAID SECTIONS 27 AND 28, SOUTH 00°16'42" WEST, A DISTANCE OF 940.00 FEET TO THE CENTERLINE OF PROPOSED STATE ROAD 56; THENCE SOUTH 89°54'24" EAST, ALONG THE PROPOSED CENTERLINE OF STATE ROAD 56 A DISTANCE OF 1,803.87 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PROPOSED MEADOW POINTE BOULEVARD (A 140' RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE 170.86 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BY THE ARC OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 3,170.00 FEET, DELTA 03°05'17" AND A CHORD BEARING AND DISTANCE OF NORTH 03°31'53" WEST, 170.84 FEET TO A POINT OF CURVATURE AT THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED STATE ROAD 56 (A 250' RIGHT OF WAY); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. THENCE 74.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, DELTA 84°49'52" AND A CHORD BEARING AND DISTANCE OF SOUTH 47°29'28" EAST, 67.43 FEET; 2. THENCE SOUTH 89°54'24" EAST, A DISTANCE OF 382.35 FEET TO A POINT OF CURVATURE; 3. THENCE 985.72 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 4,425.00 FEET, DELTA 12°45'48" AND A CHORD BEARING AND DISTANCE OF SOUTH 83°31'30" EAST, 983.89 FEET; 4. THENCE SOUTH 77°08'36" EAST, A DISTANCE OF 878.89 FEET TO A POINT OF CURVATURE; 5. THENCE 379.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 4,175.00 FEET, DELTA 05°12'28" AND A CHORD BEARING AND DISTANCE OF SOUTH 79°44'50" EAST, 379.35 FEET TO A POINT ON THE WESTERLY LINE OF THE WESLEY CHAPEL LAKES PARK SITE, AS RECORDED IN O.R. BOOK 5177, PAGE 124 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH 00°06'53" WEST, ALONG SAID LINE A DISTANCE OF 56.15 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE AT THE SOUTHERLY LINE OF SAID PARK SITE; THENCE 554.94 FEET ALONG SAID LINE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 8,100.00 FEET, DELTA 03°55'31" AND A CHORD BEARING AND DISTANCE OF NORTH 88°02'16" EAST, 554.83 FEET; THENCE CONTINUE, SOUTH 89°59'58" EAST, A DISTANCE OF 1,127.93 FEET TO THE SOUTHEAST CORNER OF SAID PARK SITE; THENCE LEAVING SAID LINE, SOUTH 00°15'48" WEST, A DISTANCE OF 250.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED STATE ROAD 56 (A 250' RIGHT OF WAY); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1. THENCE NORTH 89°59'58" WEST, A DISTANCE OF 1,125.50 FEET TO A POINT OF CURVATURE; 2. THENCE 992.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 4,425.00 FEET, DELTA 12°51'23" AND A CHORD BEARING AND DISTANCE OF NORTH 83°34'17" WEST, 990.82 FEET; 3. THENCE NORTH 77°08'36" WEST, A DISTANCE OF 878.89 FEET TO A POINT OF CURVATURE; 4. THENCE 930.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 4,175.00 FEET, DELTA 12°45'48" AND A CHORD BEARING AND DISTANCE OF NORTH 83°31'30" WEST, 928.11 FEET; 5. THENCE NORTH 89°54'24" WEST, A DISTANCE OF 369.82 FEET TO A POINT OF CURVATURE; 6. THENCE 77.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, DELTA 88°56'02" AND A CHORD BEARING AND DISTANCE OF SOUTH 45°37'35" WEST, 70.05 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AFOREMENTIONED PROPOSED MEADOW POINTE BOULEVARD (A 140' RIGHT OF WAY); THENCE 174.10 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE WEST, HAVING A RADIUS OF 3,170.00 FEET, DELTA 03°08'48" AND A CHORD BEARING AND DISTANCE OF NORTH 00°24'50" WEST, 174.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.748 ACRES, MORE OR LESS.

PROPOSED STATE ROAD 56 EAST - 1

PREPARED FOR: WESLEY CHAPEL LAKES

King

ENGINEERING ASSOCIATES, INC.

2021 HIGHWAY, WINTER
ONE MIAMI, EASTER, SLATE 308
TAMPA, FLORIDA 33634

Phone 813-269-2320
FAX 813-269-2329
Email King@king-engineers.com

Sheet 2 of 2
TOTAL P.03

Q:\SURVEY\3852\SKETCH & LEGALS\SRSG WCL S&L.dwg

JAN-25-2006 09:31

DEUCO

SECTION 27, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA

THIS IS NOT A SURVEY

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT
C1	95°35'11"	50.00	83.41	74.07	55.13
C2	6°44'18"	3030.00	356.34	356.14	178.38
C3	91°09'07"	50.00	79.55	71.42	51.02

POINT OF
COMMENCEMENT
THE SOUTHEAST CORNER OF
THE SOUTHEAST 1/4 IN
SECTION 21, TOWNSHIP
26 SOUTH, RANGE 20 EAST

POINT OF
BEGINNING

PROPOSED
STATE ROAD 56

PROPOSED MEADOW
POINTE BLVD.

Scale in Feet
0 500' 1000'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°16'42"E	250.00

SURVEYOR'S NOTES:
1. NO INSTRUMENTS OF RECORD REFLECTING
EASEMENTS, RIGHTS-OF-WAY, AND OR
OWNERSHIP WERE FURNISHED TO OR PURSUED
BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER THIS DRAWING, SKETCH,
PLAT OR MAP IS FOR INFORMATIONAL PURPOSES
ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION
ONLY, NOT A FIELD SURVEY.

LEGAL DESCRIPTION

ALL THAT PORTION OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST,
PASCO COUNTY, FLORIDA; THENCE ALONG THE LINE BETWEEN SAID SECTIONS 27 AND 28, SOUTH 00°16'42" WEST, A
DISTANCE OF 815.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED STATE ROAD 56 AND THE POINT
OF BEGINNING; THENCE ALONG THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 56 THE FOLLOWING
TWO (2) COURSES AND DISTANCES: (1) THENCE SOUTH 89°54'24" EAST, A DISTANCE OF 1,601.40 FEET; (2)
THENCE 83.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF
50.00 FEET, DELTA 95°35'11" AND A CHORD BEARING AND DISTANCE OF NORTH 42°18'01" EAST, 74.07 FEET TO
THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MEADOW POINTE BOULEVARD (A 140' RIGHT OF WAY); THENCE
356.34 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MEADOW POINTE BOULEVARD ALONG THE ARC
OF A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 3,030.00 FEET, DELTA 6°44'18" AND A
CHORD BEARING AND DISTANCE OF SOUTH 02°07'26" EAST, 356.14 FEET TO A POINT OF CURVATURE AT THE
SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED STATE ROAD 56 (A 250' RIGHT OF WAY); THENCE ALONG SAID
SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1. THENCE 79.55 FEET ALONG
THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET, DELTA 91°09'07" AND
A CHORD BEARING AND DISTANCE OF NORTH 44°19'50" WEST, 71.42 FEET; 2. THENCE NORTH 89°54'24" WEST, A
DISTANCE OF 1,615.78 FEET TO THE LINE BETWEEN SAID SECTIONS 27 AND 28; THENCE NORTH 00°16'42" EAST,
ALONG SAID LINE A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 9.372 ACRES, MORE OR LESS.

PROPOSED STATE ROAD 56 EAST - 2

PREPARED FOR: WESLEY CHAPEL LAKES

SCALE	DATE	DRAWN	CALCULATED	CHECKED
1"=1000'	OCT. 7, 2005	R.E.D.	R.H.L.	R.H.L.
JOB NO.	SECTION	TOWNSHIP	RANGE	
3852-000-000	27	26 SOUTH	20 EAST	

King

ENGINEERING ASSOCIATES, INC.
4021 W. CENTRAL EXPRESSWAY
DADE COUNTY, FLORIDA 33611
TEL: 352-290-0000 FAX: 352-290-0001
WWW.KINGENGINEERINGINC.COM

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the
signature and the original raised seal of a Florida
licensed Surveyor and Mapper.

Richard H. Lawrence
RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Sheet 1 of 1
TOTAL P.02

Prepared by and to be returned to:
MARK K. STRALEY
Straley Robin & Williams
100 E. Madison Street, Suite 300
Tampa, Florida 33602

QUIT-CLAIM DEED

This QUIT-CLAIM DEED is made and delivered as of this 3rd day of February, 2006, by and between Meadow Pointe IV Community Development District, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes, whose post office address is 509 Guisando de Avila, Suite 100, Tampa, FL 33613-5233, as Grantor, and Pasco County, Florida, a political subdivision of the State of Florida, whose address is 7530 Little Road, New Port Richey, Florida 34654, as Grantee. (All references to the parties herein shall include their heirs, personal representatives, successors and assigns.)

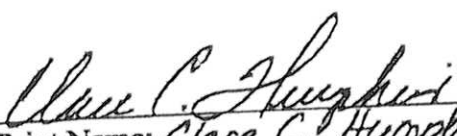
WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) paid by Grantee, the receipt of which is hereby acknowledged, hereby releases and quit-claims to Grantee all right, title, interest, claim, and demand which Grantor has in the following described land in Pasco County, Florida, legally described as follows:

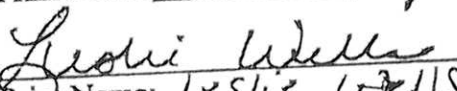
See Exhibit "A"

TO HAVE AND TO HOLD all of said right, title, interest, claim, and demand of Grantor in said land, and all improvements thereon, unto Grantees for its use and benefit forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day
and year first above written.
Signed, sealed and delivered in our
presence:

MEADOW POINTE IV COMMUNITY
DEVELOPMENT DISTRICT


Print Name: Clare C. Humphries

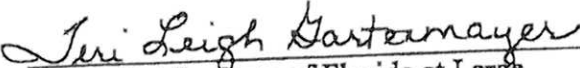

Print Name: Leslie Wells

By: 

Thomas H. Gray
Vice Chairman of the Board of Supervisors

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of February, 2006, by
Thomas H. Gray, Vice Chairman of the Board of Supervisors of Meadow Pointe IV Community
Development District. He is personally known to me; or has produced a driver's license as
identification.


Notary Public, State of Florida at Large



Teri Leigh Gartenmayer
Commission # DD293440
Expires February 23, 2008
Bonded Tray Felt - Insurance, Inc. 800-385-7019

THIS IS NOT A SURVEY

LEGAL DESCRIPTION

LEGAL DESCRIPTION
ALL THAT PORTION OF SECTIONS 26 AND 27, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COUNTY, FLORIDA, AND ERIENS MORE

BEGINNING AT THE CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE LINE BETWEEN SAID SECTIONS 27 AND 28, SOUTH 00°16'42" WEST, A DISTANCE OF 940.00 FEET TO THE CENTERLINE OF PROPOSED STATE ROAD 56; THENCE SOUTH 89°54'24" EAST, ALONG THE PROPOSED CENTERLINE OF STATE ROAD 56 A DISTANCE OF 1,803.87 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF PROPOSED MEADOW POINTE BOULEVARD (A 140' RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE 170.86 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BY THE ARC OF A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 3,170.00 FEET, DELTA 03°05'17" AND A CHORD BEARING AND DISTANCE OF NORTH 03°31'53" WEST, 170.84 FEET TO A POINT OF CURVATURE AT THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED STATE ROAD 56 (A 250' RIGHT OF WAY); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. THENCE 74.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, DELTA 84°49'52" AND A CHORD BEARING AND DISTANCE OF SOUTH 47°29'28" EAST, 67.45 FEET; 2. THENCE SOUTH 89°54'24" EAST, A DISTANCE OF 382.35 FEET TO A POINT OF CURVATURE; 3. THENCE 985.72 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 4,425.00 FEET, DELTA 12°45'48" AND A CHORD BEARING AND DISTANCE OF SOUTH 83°31'30" EAST, 983.69 FEET; 4. THENCE SOUTH 77°08'36" EAST, A DISTANCE OF 878.89 FEET TO A POINT OF CURVATURE; 5. THENCE 379.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTH, HAVING A RADIUS OF 4,175.00 FEET, DELTA 05°12'28" AND A CHORD BEARING AND DISTANCE OF SOUTH 79°44'50" EAST, 379.35 FEET TO A POINT ON THE WESTERLY LINE OF THE WESLEY CHAPEL LAKES PARK SITE, AS RECORDED IN O.R. BOOK 5177, PAGE 124 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE SOUTH 00°06'53" WEST, ALONG SAID LINE A DISTANCE OF 56.15 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE AT THE SOUTHERLY LINE OF SAID PARK SITE; THENCE 554.94 FEET ALONG SAID LINE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTH, HAVING A RADIUS OF 8,100.00 FEET, DELTA 03°55'31" AND A CHORD BEARING AND DISTANCE OF NORTH 88°02'15" EAST, 554.83 FEET; THENCE CONTINUE, SOUTH 89°59'58" EAST, A DISTANCE OF 1,127.93 FEET TO THE SOUTHEAST CORNER OF SAID PARK SITE; THENCE LEAVING SAID LINE, SOUTH 00°15'48" WEST, A DISTANCE OF 250.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED STATE ROAD 56 (A 250' RIGHT OF WAY); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES: 1. THENCE NORTH 89°59'58" WEST, A DISTANCE OF 1,125.50 FEET TO A POINT OF CURVATURE; 2. THENCE 992.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 4,425.00 FEET, DELTA 12°51'23" AND A CHORD BEARING AND DISTANCE OF NORTH 83°34'17" WEST, 990.82 FEET; 3. THENCE NORTH 77°08'36" WEST, A DISTANCE OF 878.89 FEET TO A POINT OF CURVATURE; 4. THENCE 930.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTH, HAVING A RADIUS OF 4,175.00 FEET, DELTA 12°45'48" AND A CHORD BEARING AND DISTANCE OF NORTH 83°31'30" WEST, 928.11 FEET; 5. THENCE NORTH 89°54'24" WEST, A DISTANCE OF 369.52 FEET TO A POINT OF CURVATURE; 6. THENCE 77.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET, DELTA 88°56'02" AND A CHORD BEARING AND DISTANCE OF SOUTH 45°37'35" WEST, 70.05 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF AFOREMENTIONED PROPOSED MEADOW POINTE BOULEVARD (A 140' RIGHT OF WAY); THENCE 174.10 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE WEST, HAVING A RADIUS OF 3,170.00 FEET, DELTA 03°08'48" AND A CHORD BEARING AND DISTANCE OF NORTH 00°24'50" WEST, 174.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.748 ACRES, MORE OR LESS.

PROPOSED STATE ROAD 56 EAST - 1

PREPARED FOR: WESLEY CHAPEL LAKES

Kings

ENGINEERING ASSOCIATES, INC.
1921 MEMORIAL DRIVE
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
Phone 813-288-0888
Fax 813-288-0813
E-Mail info@eng-assoc.com

JAN-25-2006 09:31

DEUCO

813 269 2323

P.02

THIS IS NOT A SURVEY

SECTION 27, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA

CURVE TABLE						
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	95°35'11"	50.00	83.41	74.07	55.13	N 42°18'01"E
C2	6°44'18"	3030.00	356.34	356.14	178.38	S 02°07'26"E
C3	91°09'07"	50.00	79.55	71.42	51.02	N 44°19'50"W

POINT OF
COMMENCEMENT

THE SOUTHEAST CORNER OF
THE SIXTEENTH 1/4 IN
SECTION 21, TOWNSHIP
26 SOUTH, RANGE 20 EAST

POINT OF
BEGINNING

PROPOSED
STATE ROAD 56

PROPOSED MEADOW
POINTE BLVD.

0 500' 1000'
Scale in Feet

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°16'42"E	250.00

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.

LEGAL DESCRIPTION

ALL THAT PORTION OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER COMMON TO SECTIONS 21, 22, 27 AND 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE LINE BETWEEN SAID SECTIONS 27 AND 28, SOUTH 00°16'42" WEST, A DISTANCE OF 815.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED STATE ROAD 56 AND THE POINT OF BEGINNING; THENCE ALONG THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 56 THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) THENCE SOUTH 89°54'24" EAST, A DISTANCE OF 1,601.40 FEET; (2) THENCE 83.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, DELTA 95°35'11" AND A CHORD BEARING AND DISTANCE OF NORTH 42°18'01" EAST, 74.07 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MEADOW POINTE BOULEVARD (A 140' RIGHT OF WAY); THENCE 356.34 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PROPOSED MEADOW POINTE BOULEVARD ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 3,030.00 FEET, DELTA 6°44'18" AND A CHORD BEARING AND DISTANCE OF SOUTH 02°07'26" EAST, 356.14 FEET TO A POINT OF CURVATURE AT THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED STATE ROAD 56 (A 250' RIGHT OF WAY); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1. THENCE 79.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET, DELTA 91°09'07" AND A CHORD BEARING AND DISTANCE OF NORTH 44°19'50" WEST, 71.42 FEET; 2. THENCE NORTH 89°54'24" WEST, A DISTANCE OF 1,615.78 FEET TO THE LINE BETWEEN SAID SECTIONS 27 AND 28; THENCE NORTH 00°16'42" EAST, ALONG SAID LINE A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.572 ACRES, MORE OR LESS.

PROPOSED STATE ROAD 56 EAST - 2

PREPARED FOR: WESLEY CHAPEL LAKES

SCALE	DATE	DRAWN	CHECKED
1"=1000'	OCT. 7, 2005	R.E.D.	R.H.L.
PROJECT NO.	SECTION	TOWNSHIP	RANGE
3852-000-000	27	26 SOUTH	20 EAST

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the
signature and the original raised seal of a Florida
Licensed Surveyor and Mapper.

King

ENGINEERING ASSOCIATES, INC.
1021 MEDICAL HIGHWAY
ONE MEADOWS BLVD., SUITE 200
TAMPA, FLORIDA 33613
PHONE 813-880-8801
FAX 813-880-8802
E-MAIL king@kingengineering.com

Richard H. Lawrence

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Sheet 1 of 1
TOTAL P.02

NOTICE OF ADOPTION OF AN AMENDMENT TO THE
DEVELOPMENT ORDER FOR THE WESLEY CHAPEL LAKES
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. 06-271, dated 6-27-06, has adopted an amendment to the development order for a Development of Regional Impact known as Wesley Chapel Lakes (Resolution No. 90-55). 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.

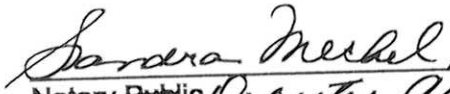
The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in above-mentioned Exhibit "A" nor actual constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.



CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

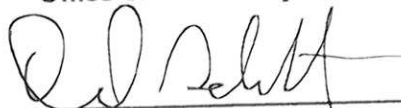
State of Florida)
County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged
before me this 27th day of June, 2006.



Notary Public Deputy Clerk
State of Florida at Large
My Commission Expires:

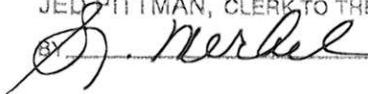
APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the County Attorney

BY: 

ATTORNEY

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

6-30-06
JED PITTMAN, CLERK TO THE BOARD



D.C.



PASCO COUNTY, FLORIDA

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

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

April 25, 2006

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

RE: Wesley Chapel Lakes DRI #166 - Disbursement Agreement

Dear Mr. Bricklemyer:

Enclosed please find an original, fully executed disbursement agreement as approved by the Board of County Commissioners on February 14, 2006.

Please contact this office if you have questions regarding this matter.

Sincerely,

Michael LaSala, AICP
Senior Planner
Enclosure

cc: John Meyer, DRI Coordinator, TBRPC, 4000 Gateway Centre Blvd., Suite 100, Pinellas Park, FL, 33782
Brenda Winningham, Regional Planning Administrator, Department of Community Affairs,
2555 Shumard Oak Blvd., Tallahassee, FL 32399-2100
Samuel P. Steffey II, Growth Management Administrator
David Goldstein, Assistant County Attorney

DISBURSEMENT AGREEMENT
BETWEEN PASCO COUNTY,
MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT
AND WACHOVIA BANK, NATIONAL ASSOCIATION, AS TRUSTEE

THIS DISBURSEMENT 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 referred to as the "COUNTY"; MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government, hereinafter referred to as the "DISTRICT"; WACHOVIA BANK, NATIONAL ASSOCIATION, hereinafter referred to as the "TRUSTEE".

W I T N E S S E T H:

WHEREAS, the COUNTY has entered into an agreement (the "Development Agreement") with the District and others regarding the obligation to construct certain road improvements defined in the Development Agreement as the "Pipeline Project," a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the funds to construct the Pipeline Project are to be provided by the District through the sale of bonds pursuant to that certain Master Trust Indenture dated February 1, 2001 between the District and the Trustee and pursuant to one or more Supplemental Indentures (collectively, the Trust Agreement"); and

WHEREAS, the District has sold bonds pursuant to a Supplemental Trust Indenture (the "Pipeline Project Indenture") to provide at least Six Million Three Hundred Twenty-One Thousand Two Hundred Eighteen and 95/100 Dollars (\$6,321,218.95) (the "Pipeline Project Fund") to construct the Pipeline Project.

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, the District and the Trustee hereby agree as follows:

1. Recitals. The above recitals are true and correct and are made a part of this agreement.
2. Funds Available. The District and Trustee represent and warrant that bonds have been sold pursuant to the Pipeline Project Indenture which provides at least Six Million Three Hundred Twenty-One

Thousand Two Hundred Eighteen and 95/100 Dollars (\$6,321,218.95) to construct the Pipeline Project.

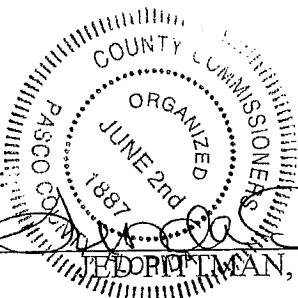
3. Restriction on Use of Funds. The District and the Trustee agree that funds at least equal to the Pipeline Project Fund from the sale of bonds pursuant to the Pipeline Project Indenture shall be held by the Trustee exclusively for expenditure on the Pipeline Project. If the Pipeline Project is not constructed in accordance with the requirements and timeframes of the Development Agreement, the District and Trustee agree that the Trustee shall immediately release funds to the County, upon its written request, in an amount at least equal to the Pipeline Project Fund minus the amount of funds the Trustee has already disbursed for expenditure on the Pipeline Project, to pay for the cost of the Pipeline Project. County agrees that it will use the funds received hereunder to construct the Pipeline Project.
3. Controlling Law. This Disbursement Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Disbursement Agreement shall be in Pasco County, Florida.
4. Assignment. This Disbursement Agreement may not be assigned, in whole or in part, by any party to the Disbursement Agreement without the prior written consent of Pasco County.
5. Attorneys' Fees. In the event of any legal or equitable action to enforce the terms of this Disbursement Agreement, the non-defaulting party shall be entitled to recover from the defaulting party its reasonable costs and attorneys' fees expended in such action.

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

(SEAL)

ATTEST:

BY:



JEFFREY L. SIMON, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA **APPROVED**

FEB 14 2006

BY:

STEVE SIMON, CHAIRMAN

DATE:

2/14/06

WITNESSES:

Leslie Wells
Leslie Wells

Amanda C. Hudson
Amanda C. Hudson

MEADOW POINTE IV COMMUNITY
DEVELOPMENT DISTRICT

BY:

DONALD A. BUCK
CHAIRMAN, BOARD OF SUPERVISORS

DATE:

11-28-05

STATE OF

Florida

COUNTY OF

Hillsborough

The foregoing instrument was acknowledged before me this November 28, 2005
(date), by Donald A. Buck, Chairman, Board of Supervisors
(name of officer or agent, title of officer or agent
acknowledging) of Meadow Pointe IV CDD. He/she is personally known to me or who has
produced _____

(type of identification) as identification.

Seal:



Pamela J. Braun
MY COMMISSION # DD218136 EXPIRES
June 7, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

NOTARY

Pamela J. Braun

WITNESSES:

WACHOVIA BANK, NATIONAL ASSOCIATION

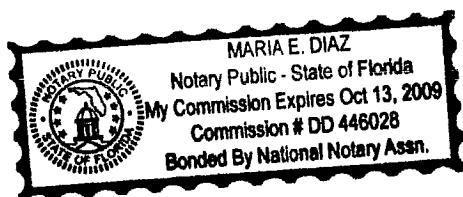
Caridad M. Gonzalez
Michael C. Haley

BY: Cerecedo
TITLE: Vice President
DATE: 12-9-05

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9th day of December, 2005
(date), by Vivian C. Cerecedo, Vice President
(name of officer or agent, title of officer or agent
acknowledging) of Wachovia Bank, NA. ~~He~~/she is personally known to me or who has
produced _____
_____ (type of identification) _____ identification.

Seal:



NOTARY

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

BY: [Signature]
ATTORNEY

#166



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. 7002 2030 0006 5457 7837
RETURN RECEIPT REQUESTED

October 21, 2005

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

RE: Wesley Chapel Lakes - Development of Regional Impact # 166
Development Order Amendment (Resolution 05-334)

Dear Mr. Meyer:

Enclosed please find a certified copy of the Wesley Chapel Lakes Development of Regional Impact #166, Development Order Amendment (Resolution No. 05-334), 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 27, 2005.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael LaSala".

Michael LaSala, AICP
Senior Planner

Enclosure

WESLEY CHAPEL LAKES DEVELOPMENT ORDER AMENDMENT
DEVELOPMENT OF REGIONAL IMPACT
SUBSTANTIAL DEVIATION DETERMINATION

RESOLUTION AMENDING RESOLUTION NO. 90-55, AS
AMENDED, TO APPROVE REVISIONS TO THE DEVELOPMENT
ORDER FOR THE WESLEY CHAPEL LAKES DEVELOPMENT OF
REGIONAL IMPACT AND DETERMINING THAT THE PROPOSED
CHANGE DOES NOT CONSTITUTE A SUBSTANTIAL
DEVIATION TO THE APPROVED DEVELOPMENT ORDER.

WHEREAS, on December 19, 1989, the Board of County Commissioners of Pasco County (the "Commission") adopted a Development of Regional Impact Development Order approving, with conditions, the Wesley Chapel Lakes Development of Regional Impact by Resolution No. 90-55 (as amended, the "Development Order"); and

WHEREAS, the Development Order was amended by the Commission by Resolution No. 91-252, dated May 14, 1991; by Resolution No. 93-192, dated April 13, 1993; by Resolution No. 00-37, dated November 16, 1999; by Resolution No. 03-36, dated November 19, 2002; by Resolution No. 05-277, dated July 26, 2005; and

WHEREAS, on May 6, 2005, Wesley Chapel Lakes, Ltd., Clearwater Bay Associates Inc., Meadow Pointe General Partnership, and Pasco Heights Development Corporation (collectively "Developer") filed a Notification Of A Proposed Change To A Previously Approved Development of Regional Impact ("NOPC"), pursuant to Section 380.06(19), Florida Statutes, as subsequently amended by Developer on June 30, 2005 and August 16, 2005, requesting the following: 1) amend the Master Development Plan, Map H to revise the locations of school and district park sites, delete the golf course, show approved wetland jurisdictional areas, show detailed unit mix, and update acreage table; 2) delete Section E.2(e) regarding golf course guidelines; 3) amend Section E.12 to reflect revisions to district park site; 4) amend Section E.13 to identify the agreed upon school site and repeat the approved zoning conditions regarding its dedication; and 5) delete Section E.16.f to eliminate the requirement of 1,000 elder person units and convert the 1,000 elder person units to 1,000 townhome units (collectively, the "Proposed Changes");

WHEREAS, the Board wishes at this time to 1) amend the Master Development Plan, Map H to revise the locations of school and district park sites, delete the golf course, show approved wetland jurisdictional areas, show detailed unit mix, and update acreage table; 2) delete Section E.2(e) regarding golf course guidelines; 3) amend Section E.12 to reflect revisions to district park site; and 4) delete Section E.16.f to eliminate the requirement of 1,000 elder person units and convert the 1,000 elder person units to 1,000 townhome units (collectively the "Revised



STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE ORIGINAL OF REC-
ORD IN MY OFFICE. WITNESS MY HAND AND THE COUN-
TY'S OFFICIAL SEAL THIS 10/11/2005

JED PITTMAN, CLERK TO THE BOARD

BY Connie M. Schroeder D.C.

Proposed Change"), and consider at a future date the other Proposed Change requested in NOPC.

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

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

NOW, THEREFORE, BE IT RESOLVED by the Commission in regular session duly assembled this _____ day of _____, 2005, that:

1. Introduction. This Resolution shall constitute an amendment to the Development Order.
2. General Findings of Fact. The Board of County Commissioners makes the following general Findings of Fact:
 - a. The Development Order is a valid final development order within the provisions of Section 163.3167(8), Florida Statutes, affecting the property described on Exhibit "A" attached hereto and incorporated herein.
 - b. The Revised Proposed Change to the Development Order will 1) amend the Master Development Plan, Map H to revise the locations of school and district park sites, delete the golf course, show approved wetland jurisdictional areas, show detailed unit mix, and update acreage table; 2) delete Section E.2(e) regarding golf course guidelines; 3) amend Section E.12 to reflect revisions to district park site condition; and 4) delete Section E.16.f to eliminate the requirement of 1,000 elder person units and convert the 1,000 elder person units to 1,000 townhome units .
 - c. The Revised Proposed Change to the Development Order is presumed to create a substantial deviation pursuant to Section 380.06(19)e.3., F.S.,
 - d. The Developer has submitted clear and convincing evidence to rebut the presumption that the Revised Proposed Change to the Development Order is a substantial deviation.
 - e. The Board of County Commissioners scheduled and held a public hearing on the Revised Proposed Change to the Development Order on September 27, 2005.
 - f. Notice of the hearing has been published in a newspaper of general

circulation prior to the date set for the Board of County Commissioners hearing.

- g. At the public hearing, all parties were afforded the opportunity to present evidence and argument on all issues, and submit rebuttal evidence.
- h. Additionally, at the public hearings, any member of the general public requesting to do so was given the opportunity to present written or oral communications.
- i. The Board of County Commissioners has received and considered various reports and information including, but not limited to, the recommendation of the Pasco County Growth Management Department and the Pasco County Development Review Committee (DRC).

3. Conclusions of Law The Board of County Commissioners hereby finds as follows:

- a. This Revised Proposed Change to the Development Order will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the Development Order.
- b. As conditioned, this Revised Proposed Change to the Development Order is consistent with the applicable provisions of the adopted Pasco County Land Development Code (local land development regulations).
- c. As conditioned, this Revised Proposed Change to the Development Order is consistent with the applicable provisions of the adopted Pasco County Comprehensive Plan (the Comprehensive Plan).
- d. As conditioned, this Revised Proposed Change to the Development Order is consistent with the applicable provisions of the adopted State Comprehensive Plan.
- e. The land that is the subject of this Revised Proposed Change to the Development Order is not in an Area of Critical State Concern.
- f. These proceedings have been duly conducted pursuant to applicable law and regulations, and based upon the record and these proceedings, the various departments of the County, and Developer are authorized to approve/conduct development as described herein.
- g. The review by the County, the Tampa Bay Regional Planning Council

(TBRPC), other participating agencies, and interested citizens reveals that impacts are adequately addressed pursuant to the requirements of Chapter 380, F.S.

- h. Nothing herein shall limit or modify the rights originally approved by the Development Order under Section 163.3167(8), F.S..
- i. The Revised Proposed Change is not a substantial deviation pursuant to Section 380.06(19), F.S.

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

- a. Master Development Plan, Map H (Exhibit "B") is hereby amended to revise the locations of school and district park sites; delete the golf course; show approved wetland jurisdictional areas; show detailed unit mix; and update acreage table.
- b. Section E.2.e. is hereby deleted in its entirety.
- c. Section E 12 is hereby deleted and replaced with the following:

12. Parks and Recreation

- a. The Owner/Developer shall convey to the County a District Park Site comprising a minimum of 50 contiguous, developable, upland acres on the north side of future State Road 56 in a location acceptable to Pasco County. Of the 50 upland acres, 45.23 acres shall be eligible for credits against the land portion of the parks and recreation impact fee, subject to the requirements of the Parks and Recreation Impact Fee Ordinance. For purposes of parks and recreation impact fee credits, the acreage dedicated shall be valued at Seventeen Thousand and 00/100 Dollars (\$17,000) per upland acre. The County agrees to pay the Developer \$17,000 per upland acre for the remaining 4.77 acres of uplands within thirty (30) days of an acceptable conveyance. The Owner/Developer, at its sole expense, shall permit and complete all wetland mitigation to obtain fifty (50) contiguous, developable, upland acres and shall

convey such acreage no later than 18 months (March 27, 2007) from the Board approval date (September 27, 2005) of this NOPC. All conveyances shall be in accordance with Pasco County Real Estate Division requirements, free and clear of all liens, excluded from the boundaries of all special districts, and exempt from covenants and deed restrictions.

- b. The County agrees that compliance with the requirements of this Section E.12. fully satisfy the obligations of the Project to provide or contribute district park lands under current and future Pasco County ordinances regarding such obligations. However, these requirements shall not affect any obligations of the Project relating to neighborhood parks, or any obligation of the Project to pay applicable Parks and Recreation impact fees if no credit is available pursuant to this Section E.12 and the Parks and Recreation Impact Fee Ordinance.
- c. The Owner/Developer shall design and construct two (2) lanes (2-way) of frontage road from the eastern boundary of the MPUD/DRI to Meadow Pointe Boulevard to allow access to the district park site from Meadow Pointe Boulevard. The frontage road shall be located within the right-of-way for S.R. 56 for that portion of the common boundary between the district park site and the right-of-way for S.R. 56, unless the County Parks and Recreation Department agrees to allow the frontage road within the district park land. The frontage road shall be designed and constructed as a reverse frontage road outside of the S.R. 56 right-of-way as it approaches Meadow Pointe Boulevard in accordance with FDOT and County access management requirements, and the reverse frontage road portion of the road shall be located on the retail site at the northeast corner of Meadow Pointe Boulevard and S.R. 56 (the "Retail Parcel"). The portion of the frontage road located

within the right-of-way for S.R. 56 shall be designed in accordance with roadway sections which are mutually agreeable to the developer, FDOT and the County. Any portion of the frontage road which is located outside of the right-of-way for S.R. 56 shall be designed and constructed to include a minimum 24-foot wide paved section with two (2) 12-foot wide (2-way) travel lanes. Such design and construction shall be completed or bonded by the Owner/Developer prior to or concurrent with the issuance of the first building permit within the Retail Parcel in Wesley Chapel Lakes DRI or in the Wyndfields MPUD adjacent to the east end of the district park site and S.R. 56, or completed prior to December 31, 2010, whichever occurs sooner.

d. Section E.16.f is hereby deleted in its entirety.

5. 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 five (5) signed and certified copies of this DO and the Notice of Adoption, and one executed Notice of Adoption to the Pasco County Growth Management Department. The Pasco County Growth Management Department shall then send copies of each document to the FDCA, TBRPC, and to attorneys of record in these proceedings.
- c. The DO shall be deemed rendered upon transmittal of copies to all recipients identified in Chapter 380, F.S.

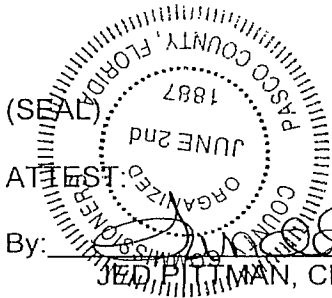
6. Severability

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 section, subsection, sentence, clause, or provision, and shall not be affected by such holding.

7. Effective Date. This Resolution shall take effect when rendered in accordance

with Section 380.06, F.S.

DONE AND RESOLVED THIS 27th DAY OF Sept, 2005.



BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: _____

JED BITTMAN, CLERK

By: _____

CHAIRMAN

APPROVED

SEP 27 2005

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

By: _____

Attorney

EXHIBITS

- A. Legal Description
- B. Map-H

EXHIBIT A

Legal Description

Legal Description

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 34 lying North of the Northerly right-of-way line of Strickland Road and a portion of the Southeast 1/4 of Section 33, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north $89^{\circ}55'06''$ west, 1033.08 feet along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Plat one as shown on Plat recorded in Plat Book 15, Pages 118 through 128 inclusive and the South boundary line of Fox Ridge-Phase two unit two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North $00^{\circ}00'22''$ East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South $89^{\circ}59'38''$ East, 261.58 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 148.67 feet along said Westerly boundary line; hence North $00^{\circ}00'22''$ East, 581.00 feet along said Westerly boundary line; thence South $89^{\circ}59'38''$ East, 148.67 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 581.00 feet along said Westerly boundary line; thence South $89^{\circ}59'38''$ East, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 150.00 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 450.00 feet along said Westerly boundary line; thence North $02^{\circ}34'00''$ East, 163.79 feet along said Westerly boundary line; thence North $07^{\circ}03'20''$ West, 139.09 feet along said Westerly boundary line; thence North $19^{\circ}22'38''$ West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 62.50 feet, a chord of 40.57 feet bearing North $38^{\circ}30'17.9''$ East; thence 22.28 feet along the arc of a curve concaved to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North $45^{\circ}05'42.5''$ East, thence North $70^{\circ}37'22''$ East, 221.95 feet along said Westerly boundary line; thence North $19^{\circ}22'38''$ West, 60.00 feet along said Westerly boundary line; thence South $70^{\circ}37'22''$ West, 221.95 feet along said Westerly boundary line; thence 22.28 feet along the arc of a curve concave to the right along said

EXHIBIT "A"
1 OF 5

Westerly boundary line, having a radius of 25.00 feet; a chord of 21.55 feet bearing North 83°50'58.8" West; thence 30.41 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 62.50 feet, a chord of 30.11 feet bearing North 72°15'37.1" West; thence North 19°22'38" West, 446.82 feet along said Westerly boundary line; thence North 70°37'22" East, 265.40 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 125.56 feet along said Westerly boundary line; thence North 19°22'38" West, 333.79 feet along said Westerly boundary line; thence North 71°20'47" East, 265.19 feet along said Westerly boundary line; thence North 19°22'38" West, 382.90 feet along said Westerly boundary line; thence 156.92 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 920.00 feet, a chord of 156.73 feet bearing north 75°30'33.1" East; thence North 70°37'22" East, 157.12 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 138.34 feet along said Westerly boundary line; thence North 00°20'59" East, 238.36 feet along said Westerly boundary line; thence South 77°04'41" West, 1159.01 feet along the Southerly boundary line of Fox Ridge Phase Two Unit Four as shown on Plat recorded in Plat Book 19, Pages 113, 114, and 115 of the Public Records of Pasco County, Florida; thence South 19°22'38" East, 159.35 feet along aforesaid Southerly boundary line; thence North 89°03'01" West, 190.00 feet along aforesaid Southerly boundary line; thence South 07°52'46" East, 264.78 feet along aforesaid Southerly boundary line; thence South 70°37'22" West, 155.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right, along aforesaid Southerly boundary line; having a radius of 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West; thence South 70°37'22" West, 60.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right along aforesaid southerly boundary line, having a radius of 25.00 feet, a chord of 35.36 feet bearing South 25°37'22" West; thence South 70°37'22" West, 173.30 feet along aforesaid Southerly boundary line; thence 141.39 feet along the arc of curve concaved to the right along aforesaid Southerly boundary line, having a radius of 417.94 feet, a chord of 140.72 feet bearing South 80°18'52" West; thence North 00°00'22" East, 978.93 feet along the West boundary line of said Fox Ridge Phase Two Unit Four; thence North 00°20'59" East, 3962.43 feet along aforesaid West boundary line and its North extension, also being the West boundary line of Fox Ridge Phase Two Unit Three and its North and South extension as shown on Plat recorded in Plat Book 19, Pages 42 through 45 inclusive of the public records of Pasco County, Florida; thence North 89°32'44" East, 1280.00 feet; thence North 00°23'46" East, 504.21 feet along the West boundary line of Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat Book 18, pages 61 through 64 inclusive of the public records of Pasco County, Florida; thence South 89°29'04" West, 397.71 feet;

thence North 00°23'46" East, 1433.31 feet to a point on the Southerly right-of-way line of County Road No. 54 as now established; thence North 64°23'47" West, 1331.53 feet along said southerly right-of-way line; thence South 00°03'51" West, 1200.29 feet; thence South 00°26'12" West, 1321.74 feet along the approximate maintained centerline of Smith Road and its South extension is now established; thence South 89°31'38 West, 167.88 feet; thence South 57°42'55" West, 337.80 feet; thence South 62°34'40" West, 929.92 feet; thence South 19°39'09" West, 177.19 feet to a point on the West boundary line of said Section 15; thence South 00°23'19" West, 3192.61 feet along the West boundary line of said Section 15 to the Southwest corner of said Section 15, also being the Northwest corner of said Section 22; thence South 00°03'23" West, 3678.07 feet along the West boundary line of said Section 22; thence South 89°55'06" East, 270.00 feet; thence South 00°03'23" West, 1600.00 feet parallel to the West boundary line of said Section 22; thence South 00°15'55" West, 815.00 feet parallel to the West boundary line of said Section 27; thence North 89°55'06" west, 270.00 feet to a point on the West boundary line of said Section 27; thence South 00°15'55" West, 4472.16 feet along the West boundary line of said Section 27 to the Southwest corner of said Section 27, also being the Northwest corner of Section 34; thence South 00°10'16.5" West, 3969.28 feet along the West boundary line of said Section 34 also the East boundary line of said Section 33; thence North 89°53'20" West, 1340.04 feet; thence South 00°10'00" West, 1264.47 feet to a point on the Northerly right-of-way line of Strickland Road as now established; thence North 73°44'23" East, 185.90 feet along said Northerly right-of-way line; thence North 84°27'34" East, 68.25 feet along said Northerly right-of-way line; thence South 74°53'42" East, 466.42 feet along said Northerly right-of-way line; thence North 89°58'16" East, 502.09 feet along said Northerly right-of-way line, also being the South boundary line of said Section 33; thence North 63°12'07" East, 1182.47 feet along said Northerly right-of-way line; thence North 87°58'49" East, 1413.82 feet along said Northerly right-of-way line; thence South 76°37'16" East, 2500.05 feet along said Northerly right-of-way line to a point on the South boundary line of the Southeast 1/4 of said Section 34; thence North 89°58'34" East, 579.61 feet along the South boundary line of the Southeast 1/4 of said Section 34 to the Southeast corner of said Section 34, also being the Southwest corner of said Section 35; thence North 89°54'26" East, 780.00 feet along the South boundary line of the Southwest 1/4 of said Section 35; thence North 00°09'14" East, 5285.57 feet parallel to the West boundary line of said Section 35 to a point on the North boundary line of said Section 35, also being a point on the South boundary line of said Section 26; thence North 00°15'13" East, 5281.395 feet parallel to the West boundary line of said Section 26 to a point on the North boundary line of said Section 26, also being the Southeast corner of said Fox Ridge-Plat One; thence North 89°58'09" West, 780.00 feet along the North boundary line of said Section 25, also being the South boundary line of said Fox Ridge-Plat One to the point of beginning. Subject to easements and rights-of-way of record.

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southerly right-of-way line of S.R. No. 54 (100' R/W); thence run S. 64°22'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 2149.990 acres more or less.

TOGETHER WITH:

IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA:

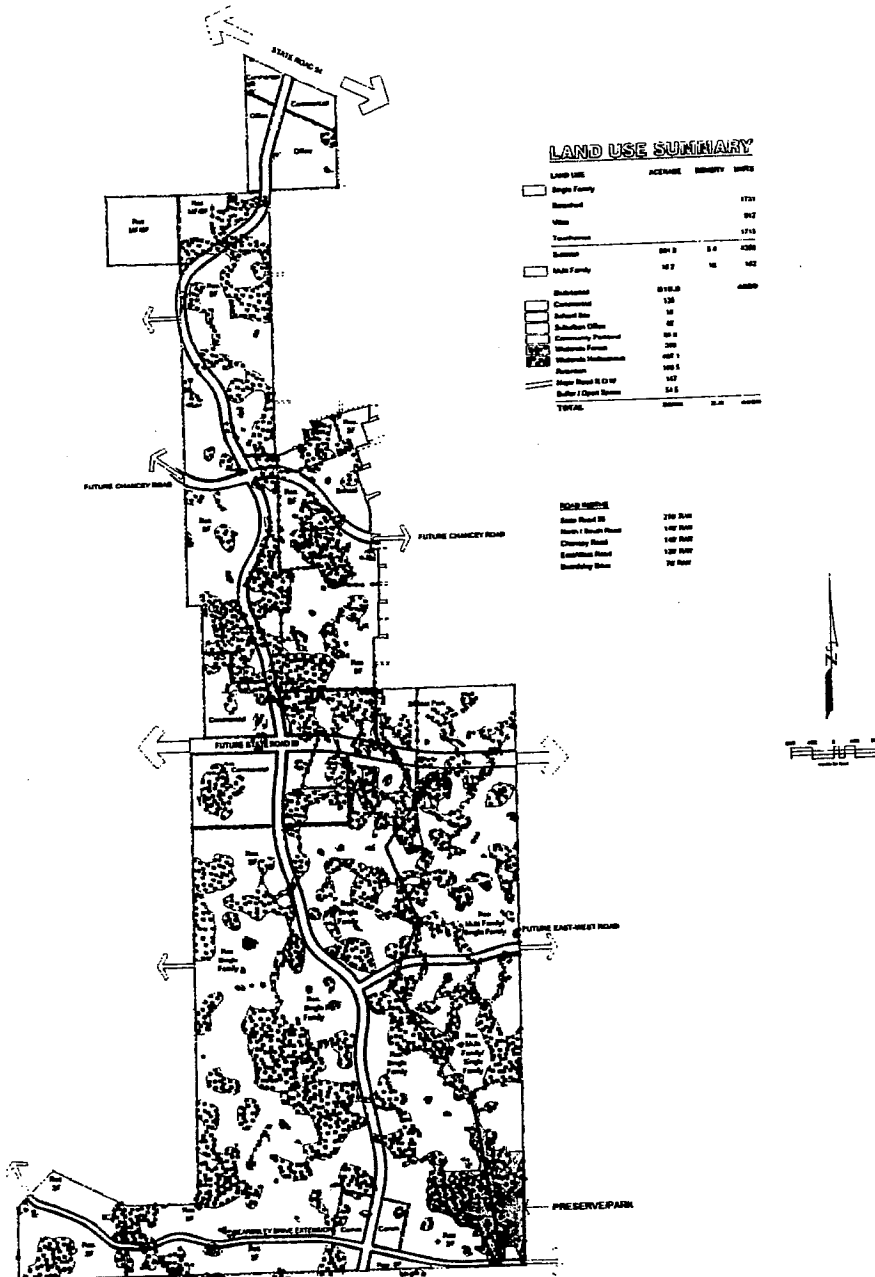
Section 33: The SW $\frac{1}{4}$ of SE $\frac{1}{4}$, and the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, and the triangular SE $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the triangular SW $\frac{1}{4}$ of S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying South of the road.

Section 34: That part of the S $\frac{1}{2}$ lying South of the road.
Containing 118 acres, more or less.

EXHIBIT B

Map-H

EXHIBIT "B"



SCALE: 1" = 200'
DATE 5/23/88
REV. 1/17/88
REV. 8/24/01
REV. 3/31/06
REV. 6/28/06
REV. 8/13/05

MEADOW POINTE III & IV
(f/k/a WESLEY CHAPEL LAKES)



HEIDT & ASSOCIATES, Inc.
Tampa + Fort Myers

Tampa Office
2212 Swann Avenue
Tampa, Florida 33606
Phone 813-253-5311
Profilax 727-442-8530
Pasco 727-842-2401
FAX 813-253-2478

MASTER SITE PLAN

MAP

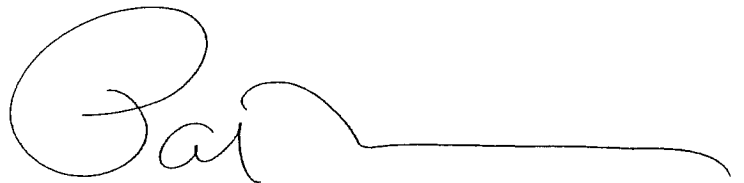
H

NOTICE OF ADOPTION OF AN AMENDMENT TO THE
DEVELOPMENT ORDER FOR THE WESLEY CHAPEL LAKES
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. 85-334, dated Sept 27, 2005, has adopted an amendment to the development order for a Development of Regional Impact known as Wesley Chapel Lakes (Resolution No. 90-55). 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.



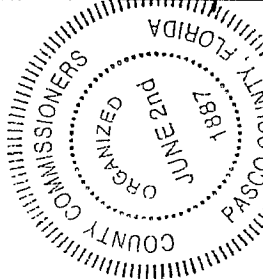
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED

SEP 27 2005

State of Florida)
County of Pasco)

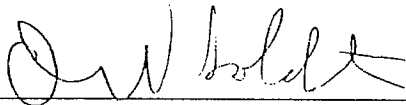
The foregoing Notice of Adoption of Development Order was acknowledged
before me this 27th day of SEPT, 2005



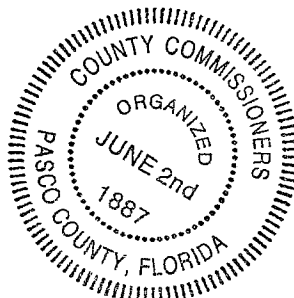
Elaine H. Hicks
~~Notary Public~~ Deputy Clerk
State of Florida at Large
My Commission Expires:

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

BY:



ATTORNEY



STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGE(S) 1 OF 1 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS
5th day of Oct 2005
JED PITTMAN, CLERK TO THE BOARD
BY Elaine H. Hicks D.C.

EXHIBIT A

Legal Description

Legal Description

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 34 lying North of the Northerly right-of-way line of Strickland Road and a portion of the Southeast 1/4 of Section 33, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north $89^{\circ}55'06''$ west, 1833.08 feet along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Plat one as shown on Plat recorded in Plat Book 15, Pages 118 through 128 inclusive and the South boundary line of Fox Ridge-Phase two unit two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North $00^{\circ}00'22''$ East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South $89^{\circ}59'38''$ East, 261.58 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 148.67 feet along said Westerly boundary line; hence North $00^{\circ}00'22''$ East, 581.00 feet along said Westerly boundary line; thence South $89^{\circ}59'38''$ East, 148.67 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 581.00 feet along said Westerly boundary line; thence South $89^{\circ}59'38''$ East, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 290.50 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 150.00 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 450.00 feet along said Westerly boundary line; thence North $02^{\circ}34'00''$ East, 163.79 feet along said Westerly boundary line; thence North $07^{\circ}03'20''$ West, 139.09 feet along said Westerly boundary line; thence North $19^{\circ}22'38''$ West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 62.50 feet, a chord of 40.57 feet bearing North $38^{\circ}30'17.9''$ East; thence 22.28 feet along the arc of a curve concaved to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North $45^{\circ}05'42.5''$ East, thence North $70^{\circ}37'22''$ East, 221.95 feet along said Westerly boundary line; thence North $19^{\circ}22'38''$ West, 60.00 feet along said Westerly boundary line; thence South $70^{\circ}37'22''$ West, 221.95 feet along said Westerly boundary line; thence 22.28 feet along the arc of a curve concave to the right along said

Westerly boundary line, having a radius of 25.00 feet; a chord of 21.55 feet bearing North 83°50'58.8" West; thence 30.41 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 62.50 feet, a chord of 30.11 feet bearing North 72°15'37.1" West; thence North 19°22'38" West, 446.82 feet along said Westerly boundary line; thence North 70°37'22" East, 265.40 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 125.56 feet along said Westerly boundary line; thence North 19°22'38" West, 333.79 feet along said Westerly boundary line; thence North 71°20'47" East, 265.19 feet along said Westerly boundary line; thence North 19°22'38" West, 382.90 feet along said Westerly boundary line; thence 156.92 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 920.00 feet, a chord of 156.73 feet bearing north 75°30'33.1" East; thence North 70°37'22" East, 157.12 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 138.34 feet along said Westerly boundary line; thence North 00°20'59" East, 238.36 feet along said Westerly boundary line; thence South 77°04'41" West, 1159.01 feet along the Southerly boundary line of Fox Ridge Phase Two Unit Four as shown on Plat recorded in Plat Book 19, Pages 113, 114, and 115 of the Public Records of Pasco County, Florida; thence South 19°22'38" East, 159.35 feet along aforesaid Southerly boundary line; thence North 89°09'01" West, 190.00 feet along aforesaid Southerly boundary line; thence South 07°52'46" East, 264.78 feet along aforesaid Southerly boundary line; thence South 70°37'22" West, 155.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right, along aforesaid Southerly boundary line; having a radius of 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West; thence South 70°37'22" West, 60.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right along aforesaid southerly boundary line, having a radius of 25.00 feet, a chord of 35.36 feet bearing South 25°37'22" West; thence South 70°37'22" West, 173.30 feet along aforesaid Southerly boundary line; thence 141.39 feet along the arc of curve concaved to the right along aforesaid Southerly boundary line, having a radius of 417.94 feet, a chord of 140.72 feet bearing South 80°18'52" West; thence North 00°00'22" East, 978.91 feet along the West boundary line of said Fox Ridge Phase Two Unit Four; thence North 00°20'59" East, 3962.43 feet along aforesaid West boundary line and its North extension, also being the West boundary line of Fox Ridge Phase Two Unit Three and its North and South extension as shown on Plat recorded in Plat Book 19, Pages 42 through 45 inclusive of the public records of Pasco County, Florida; thence North 89°32'44" East, 1280.00 feet; thence North 00°23'46" East, 504.21 feet along the West boundary line of Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat Book 18, pages 61 through 64 inclusive of the public records of Pasco County, Florida; thence South 89°29'04" West, 397.71 feet;

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 466.42 feet along said Northerly right-of-way line; thence North
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 line, also being the South boundary line of said Section 33;
 thence North 63°12'07" East, 1182.47 feet along said Northerly
 right-of-way line; thence North 87°58'49" East, 1413.82 feet along
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 2500.05 feet along said Northerly right-of-way line to a point on
 the South boundary line of the Southeast 1/4 of said Section 34;
 thence North 89°58'34" East, 579.61 feet along the South boundary
 line of the Southeast 1/4 of said Section 34 to the Southeast
 corner of said Section 34, also being the Southwest corner of said
 Section 35; thence North 89°54'26" East, 780.00 feet along the
 South boundary line of the Southwest 1/4 of said Section 35;
 thence North 00°09'14" East, 5285.57 feet parallel to the West
 boundary line of said Section 35 to a point on the North boundary
 line of said Section 35, also being a point on the South boundary
 line of said Section 26; thence North 00°15'13" East, 5281.395
 feet parallel to the West boundary line of said Section 26 to a
 point on the North boundary line of said Section 26, also being
 the Southeast corner of said Fox Ridge-Plat One; thence North
 89°58'09" West, 780.00 feet along the North boundary line of said
 Section 25, also being the South boundary line of said Fox
 Ridge-Plat One to the point of beginning. Subject to easements
 and rights-of-way of record.

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southerly right-of-way line of S.R. No. 54 (100' R/W); thence run S. 64°22'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 2249.990 acres more or less.

EXHIBIT "A"
4 OF 5

TOGETHER WITH:

IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA:

Section 33: The SW $\frac{1}{4}$ of SE $\frac{1}{4}$, and the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, and the triangular SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the triangular SW $\frac{1}{2}$ of S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying South of the road.

Section 34: That part of the S $\frac{1}{4}$ lying South of the road.
Containing 118 acres, more or less.

5
EXHIBIT "A"
50F5

DRI #166

WESLEY CHAPEL LAKES

Exhibit "B", Map H

Located in Original Development Order Book



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 0600 0024 4522 1142
RETURN RECEIPT REQUESTED

August 22, 2005

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

RE: Wesley Chapel Lakes - Development of Regional Impact # 166
Development Order Amendment

Dear Mr. Meyer:

Enclosed please find a certified copy of the Wesley Chapel Lakes Development of Regional Impact #166, Development Order Amendment (Resolution No. 05-277), 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 July 26, 2005.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael LaSala", is written over a horizontal line.

Michael LaSala, AICP
Senior Planner

Enclosure

BY COMMISSIONER _____

RESOLUTION NO. 05-277

**WESLEY CHAPEL LAKES DEVELOPMENT ORDER AMENDMENT
DEVELOPMENT OF REGIONAL IMPACT
SUBSTANTIAL DEVIATION DETERMINATION**

**RESOLUTION AMENDING RESOLUTION NO. 90-55, AS
AMENDED, TO APPROVE REVISIONS TO THE
DEVELOPMENT ORDER FOR THE WESLEY CHAPEL LAKES
DEVELOPMENT OF REGIONAL IMPACT AND
DETERMINING THAT THE PROPOSED CHANGE DOES NOT
CONSTITUTE A SUBSTANTIAL DEVIATION TO THE
APPROVED DEVELOPMENT ORDER.**

WHEREAS, on December 19, 1989, the Board of County Commissioners of Pasco County (the "Commission") adopted a Development of Regional Impact Development Order approving, with conditions, the Wesley Chapel Lakes Development of Regional Impact by Resolution No. 90-55 (as amended, the "Development Order"); and

WHEREAS, the Development Order was amended by the Commission by Resolution No. 91-252, dated May 14, 1991; by Resolution No. 93-192, dated April 13, 1993; by Resolution No. 00-37, dated November 16, 1999; and by Resolution No. 03-36, dated November 19, 2002; and

WHEREAS, on May 6, 2005, Wesley Chapel Lakes, Ltd., Clearwater Bay Associates Inc., Meadow Pointe General Partnership, and Pasco Heights Development Corporation (collectively "Developer") filed a Notification Of A Proposed Change To A Previously Approved Development of Regional Impact ("NOPC"), pursuant to Section 380.06(19), Florida Statutes, requesting the following: 1) amend the Master Development Plan, Map H to revise the locations of school and park sites and delete the golf course; 2) delete Section E.2(e) regarding golf course guidelines; 3) amend Section E.11(a)(8)(ii) of the Development Order to establish a deadline of 90 days after approval of the revised Development Order for the approval of the Reevaluation Study for S.R. 56 and the execution of the Disbursement Agreement; 4) amend Section E.11(a)(8)(iii) of the Development Order to provide for a cash contribution for specified intersection improvements; 5) amend Section E.12 of the Development Order to reflect revisions to the locations and acreages of park sites to meet the requirements of County ordinances; 6) amend Section E.13 to identify the agreed upon school site and repeat the approved zoning conditions regarding its dedication; and 7) delete Section E.16.f to eliminate the requirement of 1,000 elder person units (collectively, the "Proposed Changes");

WHEREAS, the Board wishes at this time to amend Section E.11(a)(8)(iii) of the Development Order to provide for a cash contribution for specified intersection improvements (the "Revised Proposed Change"), and consider at a future date the other Proposed Changes requested in NOPC.

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

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

NOW, THEREFORE, BE IT RESOLVED by the Commission in regular session duly assembled this 26th day of July, 2005, that:

1. Introduction. This Resolution shall constitute an amendment to the Development Order.
2. General Findings of Fact. The Board of County Commissioners makes the following general Findings of Fact:
 - a. The Development Order is a valid final development order within the provisions of Section 163.3167(8), Florida Statutes, affecting the property described on Exhibit "A" attached hereto and incorporated herein.
 - b. The Revised Proposed Change to the Development Order will provide for a cash contribution for specified intersection improvements.
 - c. The Revised Proposed Change to the Development Order is presumed to create a substantial deviation pursuant to Section 380.06(19)e.3., F.S.,
 - d. The Developer has submitted clear and convincing evidence to rebut the presumption that the Revised Proposed Change to the Development Order is a substantial deviation.
 - e. The Board of County Commissioners scheduled and held a public hearing on the Revised Proposed Change to the Development Order on July 26, 2005.
 - f. Notice of the hearing has been published in a newspaper of general circulation prior to the date set for the Board of County Commissioners hearing.

- g. At the public hearing, all parties were afforded the opportunity to present evidence and argument on all issues, and submit rebuttal evidence.
 - h. Additionally, at the public hearings, any member of the general public requesting to do so was given the opportunity to present written or oral communications.
 - i. The Board of County Commissioners has received and considered various reports and information including, but not limited to, the recommendation of the Pasco County Growth Management Department and the Pasco County Development Review Committee (DRC).
3. Conclusions of Law The Board of County Commissioners hereby finds as follows:
- a. This Revised Proposed Change to the Development Order will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the Development Order.
 - b. As conditioned, this Revised Proposed Change to the Development Order is consistent with the applicable provisions of the adopted Pasco County Land Development Code (local land development regulations).
 - c. As conditioned, this Revised Proposed Change to the Development Order is consistent with the applicable provisions of the adopted Pasco County Comprehensive Plan (the Comprehensive Plan).
 - d. As conditioned, this Revised Proposed Change to the Development Order is consistent with the applicable provisions of the adopted State Comprehensive Plan.
 - e. The land that is the subject of this Revised Proposed Change to the Development Order is not in an Area of Critical State Concern.
 - f. These proceedings have been duly conducted pursuant to applicable law and regulations, and based upon the record and these proceedings, the various departments of the County, and Developer are authorized to approve/conduct development as described herein.
 - g. The review by the County, the Tampa Bay Regional Planning Council

(TBRPC), other participating agencies, and interested citizens reveals that impacts are adequately addressed pursuant to the requirements of Chapter 380, F.S.

- h. Nothing herein shall limit or modify the rights originally approved by the Development Order under Section 163.3167(8), F.S..
- i. The Revised Proposed Change is not a substantial deviation pursuant to Section 380.06(19), F.S.

4. Order. Having made the above findings of fact and drawn the above conclusions of law, it is ordered that the Development Order Sections E.11.a.8.(iii) is hereby amended as follows:

~~The Developer shall be responsible for constructing, at Developer's sole expense, pay to the County a cash contribution in the amount of \$871,007.00 toward the construction of those roadway and intersection improvements identified on Exhibit "B" attached hereto. as required improvements by a transportation analysis to be performed by Developer, at Developer's expense, in accordance with the transportation methodology attached hereto as Exhibit H. The Developer shall complete said transportation analysis, identify the required improvements, and submit the analysis to the County within sixty (60) days of approval of this Amended Development Order. The Developer shall complete construction of the required improvements in a manner acceptable to the County prior to the date such improvements are required pursuant to the approved transportation analysis, and in any event make said payment concurrent with Board of County Commissioners approval of this development order amendment.~~

5. Notice of Adoption

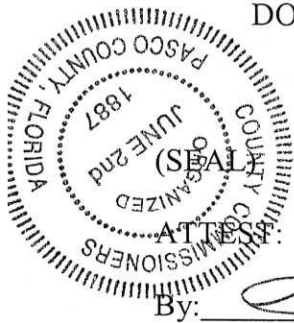
- a. A Notice of Adoption of this resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(14)(a), F.S., as amended.
- b. The Clerk of the Board of County Commissioners shall return five (5) signed and certified copies of this DO and the Notice of Adoption to the Pasco County Growth Management Department. The Pasco County Growth Management Department shall then send copies of each document to the FDCA, TBRPC, and to attorneys of record in these proceedings.
- c. The DO shall be deemed rendered upon transmittal of copies to all recipients identified in Chapter 380, F.S.

6. 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 section, subsection, sentence, clause, or provision, and shall not be affected by such holding.

7. Effective Date. This Resolution shall take effect when rendered in accordance with Section 380.06, F.S.

DONE AND RESOLVED THIS 26th DAY OF July, 2005.



BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: _____

JED PITTMAN, CLERK

By: _____

CHAIRMAN

APPROVED
JUL 26 2005

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
PAGE(S) 1-17 OF 17 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS

JED PITTMAN, CLERK TO THE BOARD

BY: _____



EXHIBITS

- A. Legal Description**
- B. Roadway and Intersection Improvements**

EXHIBIT A

Legal Description

Legal Description

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 34 lying North of the Northerly right-of-way line of Scrickland Road and a portion of the Southeast 1/4 of Section 33, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north $89^{\circ}55'06''$ west, 1033.08 feet along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Plat one as shown on Plat recorded in Plat Book 15, Pages 118 through 128 inclusive and the South boundary line of Fox Ridge-Phase two unit two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North $00^{\circ}00'22''$ East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South $89^{\circ}59'38''$ East, 261.58 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 148.67 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 581.00 feet along said Westerly boundary line; thence South $89^{\circ}59'38''$ East, 148.67 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 581.00 feet along said Westerly boundary line; thence South $89^{\circ}59'38''$ East, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 290.50 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 150.00 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 450.00 feet along said Westerly boundary line; thence North $02^{\circ}34'00''$ East, 163.79 feet along said Westerly boundary line; thence North $07^{\circ}03'20''$ West, 139.09 feet along said Westerly boundary line; thence North $19^{\circ}22'38''$ West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 62.50 feet, a chord of 40.57 feet bearing North $38^{\circ}30'17.9''$ East; thence 22.28 feet along the arc of a curve concaved to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North $45^{\circ}05'42.5''$ East, thence North $70^{\circ}37'22''$ East, 221.95 feet along said Westerly boundary line; thence North $19^{\circ}22'38''$ West, 60.00 feet along said Westerly boundary line; thence South $70^{\circ}37'22''$ West, 221.95 feet along said Westerly boundary line; thence 22.28 feet along the arc of a curve concave to the right along said

EXHIBIT "A"
1 OF 5

Westerly boundary line, having a radius of 25.00 feet; a chord of 21.55 feet bearing North 83°50'58.8" West; thence 10.41 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 62.50 feet, a chord of 30.11 feet bearing North 72°15'37.1" West; thence North 19°22'38" West, 446.82 feet along said Westerly boundary line; thence North 70°37'22" East, 265.40 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 125.56 feet along said Westerly boundary line; thence North 19°22'38" West, 333.79 feet along said Westerly boundary line; thence North 71°20'47" East, 265.19 feet along said Westerly boundary line; thence North 19°22'38" West, 382.90 feet along said Westerly boundary line; thence 156.92 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 920.00 feet, a chord of 156.73 feet bearing north 75°30'33.1" East; thence North 70°37'22" East, 157.12 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 138.34 feet along said Westerly boundary line; thence North 00°20'59" East, 238.36 feet along said Westerly boundary line; thence South 77°04'41" West, 1159.01 feet along the Southerly boundary line of Fox Ridge Phase Two Unit Four as shown on Plat recorded in Plat Book 19, Pages 113, 114, and 115 of the Public Records of Pasco County, Florida; thence South 19°22'38" East, 159.35 feet along aforesaid Southerly boundary line; thence North 89°03'01" West, 190.00 feet along aforesaid Southerly boundary line; thence South 07°52'46" East, 264.78 feet along aforesaid Southerly boundary line; thence South 70°37'22" West, 155.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right, along aforesaid Southerly boundary line; having a radius of 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West; thence South 70°37'22" West, 60.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right along aforesaid southerly boundary line, having a radius of 25.00 feet, a chord of 35.36 feet bearing South 25°37'22" West; thence South 70°37'22" West, 173.30 feet along aforesaid Southerly boundary line; thence 141.39 feet along the arc of curve concaved to the right along aforesaid Southerly boundary line, having a radius of 417.94 feet, a chord of 140.72 feet bearing South 80°18'52" West; thence North 00°00'22" East, 978.93 feet along the West boundary line of said Fox Ridge Phase Two Unit Four; thence North 00°20'59" East, 3962.43 feet along aforesaid West boundary line and its North extension, also being the West boundary line of Fox Ridge Phase Two Unit Three and its North and South extension as shown on Plat recorded in Plat Book 19, Pages 42 through 45 inclusive of the public records of Pasco County, Florida; thence North 89°32'44" East, 1280.00 feet; thence North 00°23'46" East, 504.21 feet along the West boundary line of Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat Book 18, pages 61 through 64 inclusive of the public records of Pasco County, Florida; thence South 89°29'04" West, 197.71 feet;

thence North 00°23'46" East, 1433.31 feet to a point on the Southerly right-of-way line of County Road No. 54 as now established; thence North 64°23'47" West, 1331.53 feet along said southerly right-of-way line; thence South 00°03'51" West, 1200.29 feet; thence South 00°26'12" West, 1321.74 feet along the approximate maintained centerline of Smith Road and its South extension is now established; thence South 89°31'38" West, 167.88 feet; thence South 57°42'55" West, 337.80 feet; thence South 62°34'40" West, 929.92 feet; thence South 19°39'09" West, 177.19 feet to a point on the West boundary line of said Section 15; thence South 00°23'19" West, 3192.61 feet along the West boundary line of said Section 15 to the Southwest corner of said Section 15, also being the Northwest corner of said Section 22; thence South 00°03'23" West, 3678.07 feet along the West boundary line of said Section 22; thence South 89°55'06" East, 270.00 feet; thence South 00°03'23" West, 1600.00 feet parallel to the West boundary line of said Section 22; thence South 00°15'55" West, 815.00 feet parallel to the West boundary line of said Section 27; thence North 89°55'06" West, 270.00 feet to a point on the West boundary line of said Section 27; thence South 00°15'55" West, 4472.16 feet along the West boundary line of said Section 27 to the Southwest corner of said Section 27, also being the Northwest corner of Section 34; thence South 00°10'16.5" West, 3969.28 feet along the West boundary line of said Section 34 also the East boundary line of said Section 33; thence North 89°53'20" West, 1340.04 feet; thence South 00°10'00" West, 1264.47 feet to a point on the Northerly right-of-way line of Strickland Road as now established; thence North 73°44'23" East, 185.90 feet along said Northerly right-of-way line; thence North 84°27'34" East, 68.25 feet along said Northerly right-of-way line; thence South 74°53'42" East, 466.42 feet along said Northerly right-of-way line; thence North 89°58'16" East, 502.09 feet along said Northerly right-of-way line, also being the South boundary line of said Section 33; thence North 63°12'07" East, 1182.47 feet along said Northerly right-of-way line; thence North 87°58'49" East, 1413.82 feet along said Northerly right-of-way line; thence South 76°37'16" East, 2500.05 feet along said Northerly right-of-way line to a point on the South boundary line of the Southeast 1/4 of said Section 34; thence North 89°58'34" East, 579.61 feet along the South boundary line of the Southeast 1/4 of said Section 34 to the Southeast corner of said Section 34, also being the Southwest corner of said Section 35; thence North 89°54'26" East, 780.00 feet along the South boundary line of the Southwest 1/4 of said Section 35; thence North 00°09'14" East, 5285.57 feet parallel to the West boundary line of said Section 35 to a point on the North boundary line of said Section 35, also being a point on the South boundary line of said Section 26; thence North 00°15'13" East, 5281.395 feet parallel to the West boundary line of said Section 26 to a point on the North boundary line of said Section 26, also being the Southeast corner of said Fox Ridge-Plat One; thence North 89°58'09" West, 780.00 feet along the North boundary line of said Section 25, also being the South boundary line of said Fox Ridge-Plat One to the point of beginning. Subject to easements and rights-of-way of record.

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southerly right-of-way line of S.R. No. 54 (100' R/W); thence run S. 64°23'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 2249.990 acres more or less.

TOGETHER WITH:

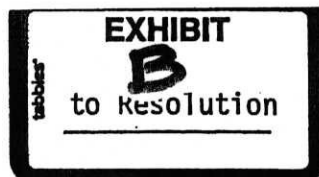
IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA:

Section 33: The SW $\frac{1}{4}$ of SE $\frac{1}{4}$, and the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, and the triangular SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the triangular SW $\frac{1}{4}$ of S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying South of the road.

Section 34: That part of the S $\frac{1}{4}$ lying South of the road.
Containing 118 acres, more or less.

EXHIBIT B

Roadway and Intersection Improvements



LINCKS & ASSOCIATES, INC.

October 22, 2004

Mr. Bipin Parikh
Pasco County Government Center
7530 Little Road, Suite 320
New Port Richey, FL 34650

Re: Wesley Chapel Lakes
Lincks Project No. 99085-T

Dear Mr. Parikh:

On October 8, 2004, the following individuals met to discuss the transportation improvement requirements for 1,747 dwelling units prior to SR 56 being completed.

Mr. Bipin Parikh	Pasco County
Mr. Ali Atefi	Pasco County
Mr. Mark Sifford	DEVCO
Mr. Ted Lincks	Lincks & Associates, Inc.

The following recommendations and comments were provided:

- The fair share cost estimates for the following intersections are acceptable:
 - CR 581 at Aronwood
 - Mansfield at Beardsley
 - County Line Road at Aronwood
- At the intersection of County Line Road and Mansfield Boulevard, the Wesley Chapel Lakes traffic should be redistributed to represent the 182 single family homes approved to the north.
- On Mansfield Boulevard at County Line Road, determine if right of way is available for a dual northbound left turn lane.
- At County Line Road and CR 581, add a southbound lane for ¼ mile to receive a westbound triple left turn lane.

Mr. Bipin Parikh
October 22, 2004
Page 2

- At County Line Road and CR 581, and at County Line Road and Mansfield Boulevard, prepare a fair share cost estimate.

The following provides the requested information.

County Line Road at Mansfield Boulevard Traffic

The project traffic was redistributed to represent the 182 single family units of Wesley Chapel Lakes that are located to the north. The resulting 2008 traffic would be as follows:

	<u>Before</u>		<u>Revised</u>	
	<u>AM</u>	<u>PM</u>	<u>AM</u>	<u>PM</u>
Eastbound Left	0	0	29	97
Eastbound Right	148	529	119	432
Northbound Left	490	298	404	242
Southbound Right	0	0	86	56

Right-of-Way on Mansfield Boulevard

To add a dual northbound left turn lane would require a maximum pavement width for 4 lanes or 48 feet. The Mansfield right of way is 80 feet wide, leaving 16 feet on each side of the roadway. This would allow an urban design to be provided with a design speed of 45 miles per hour.

Modified Fair Share Costs

At the request of the County, a fair share cost was calculated for the following improvements:

CR 581 at County Line Road

- Add a southbound receiving lane for ¼ mile.
- Add a second northbound right turn lane.

County Line Road at Mansfield

- Add an eastbound left turn lane.
- Add a dual northbound left turn lane.
- Signalize when warranted.

The resulting fair share cost compared to the previous estimate is as follows:

Mr. Bipin Parikh
October 22, 2004
Page 3

	Based on Traffic	Based on Capacity
Previous Fair Share	\$676,477	\$651,183
Revised Fair Share	\$852,158	\$889,856

Hopefully, these data will assist you in your efforts.

Very truly yours,

LINCKS & ASSOCIATES, INC.



Ted F. Lincks, P.E.
President

TFL/cvc

Enclosures

Cc: Don Buck
Keith Bricklemyer

#166



PASCO COUNTY, FLORIDA

Growth Management Department
West Pasco Government Center
7530 Little Road, Suite 320
New Port Richey, FL 34654
Tel. (727) 847-8193
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CERTIFIED MAIL NO. 7000 0600 0024 4521 9309
RETURN RECEIPT REQUESTED

January 29, 2003

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


RE: Wesley Chapel Lakes - Development of Regional Impact (#166)
Development Agreement

Dear Mr. Meyer:

Enclosed please find one (1) original certified Development Agreement for Wesley Chapel Lakes Development of Regional Impact #166, as approved by the Pasco County Board of County Commissioners on November 19, 2002. This agreement is associated with Wesley Chapel Lakes Development Order Amendment (Resolution No. 03-36), which was rendered on December 17, 2002.

Please feel free to contact this office should you have any questions regarding this matter.

Sincerely,


Michael LaSala, AICP
Planner II
ML/ml
Enclosure

cc: Samuel P. Steffey II, Growth Management Administrator

D.A. Exhibit A = Legal Description
D.A. Exhibit B = Table 1 - Roadway and Intersection Improvements
D.A. Exhibit C = Sketch Depicting Crescent Parcel Access Points
D.A. Exhibit D = Disbursement Agreement
D.A. Exhibit E = Supplemental Disbursement Agreement

DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY,
WESLEY CHAPEL LAKES, LTD., CLEARWATER BAY ASSOCIATES, INC.,
PASCO HEIGHTS DEVELOPMENT CORPORATION, MEADOW POINTE
GENERAL PARTNERSHIP, MEADOW POINTE III COMMUNITY DEVELOPMENT DISTRICT, AND MEADOW
POINTE IV COMMUNITY DEVELOPMENT DISTRICT
FOR WESLEY CHAPEL LAKES DEVELOPMENT OF REGIONAL IMPACT NO. 166

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 WESLEY CHAPEL LAKES, LTD., a Florida limited partnership, hereinafter referred to as "LTD", and CLEARWATER BAY ASSOCIATES, INC., a Florida corporation, hereinafter referred to as "CBA"; PASCO HEIGHTS DEVELOPMENT CORPORATION, a Florida corporation hereinafter referred to as "PHDC"; MEADOW POINTE GENERAL PARTNERSHIP, a Florida General Partnership, hereinafter referred to as "MPGP"; hereinafter referred to as "Trustee", MEADOW POINTE III COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government, and MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government, hereinafter collectively referred to as (the "DISTRICT"). CBA, PHDC, MPGP and the District are hereinafter collectively referred to as the "DEVELOPER."

W I T N E S S E T H:

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

WHEREAS, on November 19, 2002, Pasco County approved an Amended Development Order Approving, With Conditions, the Wesley Chapel Lakes Development of Regional Impact No. 166 (hereinafter "Amended DO") in response to a Notice of Proposed Change (NOPC) for DRI No. 166, 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, Table 1, attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by Phase 1 of the Project and the required improvements that are needed to be constructed to ensure maintenance of the adopted level of service for such roadways and intersections based on the results of the transportation analysis conducted in conjunction with the NOPC application; and

WHEREAS, Rule 9J-2.045, Florida Administrative Code, allows the COUNTY to elect one of several transportation mitigation alternatives in order for the DEVELOPER to mitigate the transportation impacts of Phase I

of the Project, including the payment by the DEVELOPER of its proportionate share contribution for the roadway and intersection improvements identified in Table 1; and

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

WHEREAS, the Amended DO establishes the amount of \$6,321,218.95 as the DEVELOPER'S proportionate share contribution for the transportation impacts of Phase I of the Project and requires the DEVELOPER to apply the proportionate share contribution toward the construction of the S.R. 56 pipeline project as set forth in this Agreement in order to mitigate the transportation impacts of Phase I of the Project; and

WHEREAS, the DEVELOPER and COUNTY have acknowledged and agreed that DEVELOPER is not eligible for impact fee credits for the S.R. 56 pipeline project set forth in this Agreement that exceed \$6,321,218.95 plus the design, engineering, inspection, permitting and construction costs for the necessary intersection improvements to the C.R. 581/S.R. 56 intersection; 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 S.R. 56 pipeline project as adequately mitigating the extra-jurisdictional impacts of Phase 1 of the Project on the significantly impacted state and regional roadways.

WHEREAS, FDOT and the COUNTY have acknowledged and agreed that the S.R. 56 Pipeline Project as defined in this Agreement will be a project of the DEVELOPER and District, which District has the power to issue, and will issue, special assessment revenue bonds to pay for the Pipeline Project, and said bonds will be secured by special assessments against lands in the District; and

WHEREAS, the COUNTY has agreed to include the Pipeline Project (at a value of \$6,321,218.95 plus the design, engineering, inspection, permitting and construction costs for the necessary intersection improvements to the C.R. 581/S.R. 56 intersection) in its Capital Improvements Program following the execution of this Agreement; and

WHEREAS, the COUNTY agrees that, if and when the Meadow Pointe IV Community Development District is formed, it may join in this Agreement to provide additional security for the commitments by the DEVELOPER and the District to complete the Pipeline Project.

WHEREAS, the Project has also received zoning approval as a Master Planned Unit Development by Rezoning Petition No. 5828, as amended (the "MPUD Approval").

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 set forth the terms and conditions of development approval for Phase I of the Project, as defined pursuant to the Amended DO, as the same relates to the design, right-of-way acquisition, permitting, and construction of the Pipeline Project associated with Phase I of the Project. 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 LTD, CBA, and Pasco Heights Development Corporation.
2. Duration: This Agreement shall be for a duration of ten (10) years from the date of execution, subject to any conditions precedent or termination provisions herein or termination by mutual agreement.
3. Development Uses of Land: The Project is designated as an MPUD Master Planned Unit Development, under the Pasco County Land Development Code, which allows those, permitted uses set forth in the MPUD Approval.
4. Public Facilities: Transportation facilities for the Project will be provided through S.R. 54 and S.R. 56, Meadow Pointe Boulevard and Beardsley Drive, subject to the provisions of this Agreement. Potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines along S.R. 54 at the Project entrance and through existing water and sewer lines in the Meadow Pointe subdivision, subject to the Utilities Service Agreement with the COUNTY. 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 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 Amended DO, this Agreement and the MPUD Approval.
6. Local Development Permits Needed: Prior to the construction of the Pipeline Project, the DEVELOPER shall obtain the necessary development approvals in accordance with the

Pasco County Land Development Code. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

7. Findings: The COUNTY has found that the 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 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 and C-2. The MPUD Master Planned Unit Development and C-2 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 and COUNTY agree that the road construction project which will mitigate the transportation impacts of Phase 1 of the Project shall consist of the following, which shall hereinafter collectively be referred to as the "Pipeline Project":

- a. Design: The DEVELOPER, at DEVELOPER'S sole expense, and subject to the requirements of the FDOT Reevaluation Study defined below, shall design S.R. 56 as a four (4) lane divided rural cross-section (unless otherwise approved by FDOT) roadway, with a wide median (at least 74 feet wide unless otherwise approved by FDOT) to allow the addition of two (2) interior lanes after four (4) lanes of the roadway have been constructed for an ultimate six (6) lane roadway, together with on-site and off-site storm water management facilities, flood-plain mitigation, and wetland mitigation (collectively referred to herein as "Roadway Appurtenances"), to accommodate and satisfy all applicable permitting requirements for S.R. 56 as a six (6) lane divided rural cross-section

S.R. 56/Meadow Pointe Blvd. to accommodate such roadway. The DEVELOPER shall design and permit S.R. 56 as described in this Agreement and in accordance with a FDOT Reevaluation Study, which DEVELOPER shall complete pursuant to FDOT and Federal Highway Administration (FHWA) standards prior to design and permitting of S.R. 56. DEVELOPER shall commence the FDOT Reevaluation Study within 90 days of approval of this Development Agreement. The FDOT Reevaluation Study, and any expenses associated with such reevaluation, shall be the sole responsibility of the DEVELOPER, and such expenses shall not be eligible for impact fee credits. DEVELOPER shall design S.R. 56 to accommodate the eventual continuation of S.R. 56 as a four (4) lane divided rural cross-section (unless other approved by FDOT) roadway from the eastern boundary of the Project to Morris Bridge Road, expandable to six (6) lanes, and consistent with the FDOT PD&E or Reevaluation Study for such extension.

- b. Permitting. Developer shall permit for construction, consistent with the approved design, the construction of the first four (4) lanes of the roadway from C.R. 581 to the eastern boundary of the Project, including the necessary intersection improvements at C.R. 581/S.R. 56 and S.R. 56/Meadow Pointe Boulevard, and also including Roadway Appurtenances for the ultimate six (6) lane construction. DEVELOPER shall commence design and permitting within sixty (60) days after approval of the Reevaluation Study by FDOT and FHWA and acquisition of the right-of-way by the County as described in D.1.c. below. The DEVELOPER shall complete design and permitting, including approval by FDOT, within one (1) year after commencing the design.
- c. Right-of-way: The COUNTY shall negotiate for the acquisition, on terms acceptable to the COUNTY, of up to two hundred fifty feet (250') of right-of-way for S.R. 56 and right-of-way for Roadway Appurtenances to accommodate S.R. 56 as a six (6) lane divided rural cross-section (unless otherwise approved by FDOT) roadway, from C.R. 581 to the western boundary of the Project, including right-of-way for the necessary intersection improvements at C.R. 581/S.R. 56. The DEVELOPER shall deed to COUNTY, within sixty (60) days of the completion and approval of sixty percent (60%) design plans for the S.R. 56 project, a minimum of two hundred fifty feet (250') of right-of-way for S.R. 56 and, subject to subparagraphs E.1. a. and b., right-of-way for Roadway Appurtenances to accommodate S.R. 56 as a six (6) lane divided rural cross-section (unless otherwise approved by FDOT) roadway, from the western boundary of the Project to the eastern boundary of the Project, including right-of-way to accommodate the necessary intersection improvements at S.R. 56/Meadow Pointe Blvd. The right-of-way conveyed to the COUNTY shall be consistent with the approved design plans. The DEVELOPER

boundary of the Project, including right-of-way to accommodate the necessary intersection improvements at S.R. 56/Meadow Pointe Blvd. The right-of-way conveyed to the COUNTY shall be consistent with the approved design plans. The DEVELOPER further agrees, simultaneously with the conveyance referenced above, to deed to the COUNTY any additional right-of-way under the control of the DEVELOPER that is necessary for the construction of the Pipeline Project in accordance with the approved design plans. The DEVELOPER, simultaneously with the execution of this Agreement, agrees to cause to be released or terminated that certain Option to Purchase encumbering the real property to be dedicated to the COUNTY by Crescent Resources, LLC ("Crescent") for S.R. 56 right-of-way pursuant to an Agreement between Crescent Resources and the COUNTY. Said Option is in favor of Trout Creek Properties LLC and is referenced in a Memorandum of Agreement dated June 25, 2001, and recorded in O.R. Book 4651, Page 303, Public Records of Pasco County, Florida.

- d. Construction: The DEVELOPER shall be responsible for constructing S.R. 56 as a two (2) lane offset roadway from C.R. 581 to the east boundary of the Project, including all necessary Roadway Appurtenances for a six (6) lane divided rural cross-section (unless otherwise approved by FDOT) roadway and including the necessary intersection improvements at C.R. 581/S.R. 56 and S.R. 56/Meadow Pointe Blvd. Construction shall be in conformance with the approved design plans and permits, and shall include all shoulders, striping, signalization, signage, medians, guardrails, handrails, pedestrian/bicycle facilities, mass transit stops, and other roadway-related facilities that the FDOT determines are needed for such roadway. DEVELOPER further agrees to construct S.R. 56 in a manner that accommodates the access points to the Crescent parcel reflected on Exhibit C attached hereto, subject to Crescent's obligations to participate in the funding of such access points set forth in that certain Agreement to Dedicate Real Property to the Public dated October 1, 2002 between Crescent and the COUNTY. Construction will occur as follows:

(1) From C.R. 581 to Meadow Pointe Boulevard, including the necessary intersection improvements at C.R. 581/S.R. 56 and S.R. 56/Meadow Pointe Blvd.: DEVELOPER shall construct said roadway segment and intersection improvements at DEVELOPER'S sole expense. DEVELOPER shall commence construction within ninety (90) days of COUNTY obtaining the right-of-way as set forth in subparagraph D.1.c. above, or within ninety (90) days after the completion of the design and permitting as set

forth in subparagraphs D.1.a. and b., whichever occurs later. DEVELOPER shall complete construction within eighteen (18) months of the date of commencement.

(2) From Meadow Pointe Boulevard to the eastern boundary of the Project: DEVELOPER shall construct this roadway section at DEVELOPER'S sole expense. DEVELOPER shall commence construction of this roadway section as necessary to serve development in the Project, and in any event by October 1, 2007. DEVELOPER shall complete construction of this roadway segment by October 1, 2008.

2. Default: If the DEVELOPER fails to meet any of the time frames set forth herein, unless extended pursuant to section J.22. of this Agreement, it shall be considered a default of this Agreement entitling the COUNTY to enforce the terms of the Disbursement Agreement referred to in section H.3. of this Agreement. Upon said default, or any other DEVELOPER default under this Agreement or the Amended DO, for any development beyond 1,747 dwelling units in Phase 1, development activities and the issuance of Phase I permits, certificates of occupancy, plats and other development approvals shall cease until the Pipeline Project has been recommenced to the satisfaction of the COUNTY. The DEVELOPER further agrees that it has no vested right in any development approval, plat or permit issued after an uncured event of default of this 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 AND PERMITTING PHASE

1. Design Requirements. All design, permitting, and construction shall be in accordance with the FDOT Reevaluation Study and the standards promulgated by FDOT in accordance with Section 336.045, Florida Statutes. Construction plans shall comply with the FDOT Plans Preparation Manual and shall include but not be limited to cross sections, drainage, and plan/profile sheets for a four (4) lane divided rural cross-section (unless otherwise approved by FDOT) roadway. Plan/profile and cross section drainages shall indicate location(s) of drainage inlets and roadway facilities for a four (4) lane divided rural cross-section (unless otherwise approved by FDOT) roadway. 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 of the Project, shall be owned, operated and maintained by the FDOT subsequent to the expiration of the required one (1) year maintenance guarantee period as more fully set forth in Section H.3.

below. If roadway drainage facilities are commingled/combined with drainage facilities of the Project, all the drainage facilities shall be permitted, owned, operated and maintained by DEVELOPER or the District; appropriate easements shall be provided to the FDOT for the drainage facilities associated with the Pipeline Project so the FDOT has the ability to maintain the facilities in the event DEVELOPER or the District defaults on its 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 are permitted and constructed separately and distinctly from those associated with other Project impacts, the FDOT 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 are commingled/combined with drainage facilities of the Project or any adjacent facilities or developments, all the wetland and flood plain mitigation areas shall be permitted, owned, operated and maintained by DEVELOPER; appropriate easements shall be provided to the FDOT for the wetland and flood plain mitigation areas associated with the Pipeline Project so the FDOT has the ability to maintain the facilities in the event DEVELOPER defaults on its obligation to maintain the facilities.

2. COUNTY/FDOT Review and Approval of Design: The DEVELOPER shall complete thirty (30), sixty (60), ninety (90), and 100 percent design plans for the Pipeline Project and shall submit the design plans to FDOT for review and approval after FDOT and FHWA approval of the Reevaluation Study, and to the COUNTY for review and approval for consistency with the terms and conditions of this Agreement which approval shall not be unreasonably withheld by the COUNTY. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Pipeline Project from FDOT prior to commencement of any bidding of the Pipeline Project. The 100 percent design and right-of-way plans shall include an estimate of the cost of constructing the Pipeline Project in accordance with the design plans, including inspection costs, and shall be certified by the District engineer, who must be duly registered in the State of Florida (hereinafter the "Cost Estimate"). All plans, once submitted to the FDOT and COUNTY, shall become the property of the FDOT and COUNTY.

3. Permitting Requirements: The DEVELOPER shall obtain any and all required permits from the COUNTY and any and all applicable local, State, and FEDERAL regulatory agencies for the Pipeline Project.
4. County Cooperation: The COUNTY shall upon DEVELOPER'S request cooperate with the DEVELOPER in processing permit applications, and the DEVELOPER agrees to use their best efforts to expeditiously secure all permits that are necessary for the design and construction of the Pipeline Project.
5. 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 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.
6. 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. If the District does not have authority to require the relocation of such utilities infrastructure, the COUNTY agrees upon request of DEVELOPER to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, Florida Statutes. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, District or DEVELOPER, the DEVELOPER shall bear the expense of the utility relocation, which expense shall be eligible for impact fee credits as costs of the Pipeline Project, subject to DEVELOPER'S maximum eligibility for impact fee credits set forth in paragraph H.2.A. of this Agreement.

F. PIPELINE PROJECT CONSTRUCTION PHASE

1. General: The DEVELOPER shall proceed and complete the construction of the Pipeline Project in accordance with the time frames set forth in this Agreement and in accordance with the final alignment, design, specification, and construction plans as approved by FDOT and with all applicable Federal, State, regional and local rules and regulations. The DEVELOPER and the COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER'S ability in their sole discretion, to accelerate the schedule for construction of the Pipeline Project.
2. Competitive Selection of Contractors: The DEVELOPER and the District agree that the contract for the construction of the Pipeline Project shall be awarded based on competitive bids as required by and in accordance with the provisions of Section 190.033, Florida Statutes. In addition, notice of the bid must be published once in a newspaper of general circulation in the COUNTY at least five (5) days prior to the last day for receipt of bids. The notice shall (a) indicate a general description of construction services to be purchased, (b) state where bid blanks and specifications may be acquired, and (c) indicate the time and place for bid opening. Sealed bids shall also be solicited from all responsible prospective suppliers on the appropriate County bidder list by timely sending a copy of the newspaper notice or other notice to each individual or entity on the list. The bids must be publicly opened at the time and place stated in the public notice, and must be witnessed and certified. All bids received must be tabulated and said tabulation must be made available for public inspection. A minimum of three (3) bids shall be solicited for the construction contract for the Pipeline Project.
3. Tender of Project Area: Upon the commencement of construction, the Pipeline Project area shall be deemed to be tendered to the DEVELOPER, and the DEVELOPER shall be in custody and control of the Pipeline Project area. The DEVELOPER shall be responsible for providing a safe work zone for the public.
4. Construction Observation: The FDOT's personnel and authorized representatives shall have the right, but not the obligation, to inspect, observe, and materials test any and all work associated with the Pipeline Project and shall at all times have access to the work being performed pursuant to this Agreement. However, should the FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the FDOT shall notify the DEVELOPER, in writing, and the DEVELOPER shall, at its cost, correct the deficiencies as determined to be necessary by the engineer of record with the concurrence of FDOT. 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 FDOT that do not discover

deficiencies inconsistent with the approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER'S requirements herein.

5. Right-of-Way: Prior to the COUNTY'S acceptance of any DEVELOPER owned right-of-way, and as a condition precedent for final acceptance, the DEVELOPER shall cause such right-of-way, including right-of-way for Roadway Appurtenances within the Project, as appropriate, to be conveyed to the COUNTY in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road or Roadway Appurtenance purposes.
6. Construction Requirements: During the construction phase of 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. Be responsible for supervising and inspecting the construction of the Pipeline Project and be responsible for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.
 - d. Be responsible for full and complete performance of all construction activities required pursuant to this Agreement. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the Pipeline Project until the Project is completed and accepted by the FDOT, which acceptance shall not be unreasonably withheld.
 - e. Require testing by an independent lab in accordance with FDOT standards and requirements.
 - 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. Said certification shall conform to the standards in the industry and be in a form acceptable to FDOT.
 - 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.

G. SATISFACTION OF DEVELOPER'S PROPORTIONATE SHARE

1. The DEVELOPER'S Proportionate Share for Phase I of the Project is fully satisfied by the Pipeline Project as set forth in Section D.1. above. Construction of the Pipeline Project and compliance with

this Agreement shall fully mitigate the transportation impacts of Phase I of the Project, and nothing in this Agreement shall be considered a waiver or fulfillment of DEVELOPER'S obligations to mitigate the transportation impacts of Phases II, III and IV of the Project in accordance with the Amended DO.

H. IMPACT FEES AND GUARANTEES

1. Transportation Impact Fees: The DEVELOPER shall pay impact fees in accordance with the New Development Fair Share Contribution for Road Improvements Ordinance (Res. 93-07), as amended (the "Impact Fee Ordinance") and this Agreement. The COUNTY agrees to budget these impact fees for reimbursement to the entity or entities that finance or otherwise pay for or contribute to the Pipeline Project, as determined by the COUNTY, in accordance with this section. Once the Pipeline Project construction contract is let, the COUNTY agrees to reimburse the entity or entities that finance or otherwise pay for or contribute to the Pipeline Project, as determined by the COUNTY, 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. 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 or offsets for the Pipeline Project prior to the letting of the Pipeline Project construction contract. 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.

2. Transportation Impact Fee Credits:

- A. General – Except as specifically provided herein, DEVELOPER shall be eligible for transportation impact fee credits for DEVELOPER'S actual reasonable design, engineering, inspection, permitting, and construction costs for the portions of the Pipeline Project lying outside of the Project, as determined by the County Administrator or his designee. DEVELOPER shall not be eligible for impact fee credits that exceed DEVELOPER'S proportionate share contribution (\$6,321,218.95); provided, however, DEVELOPER is eligible for impact fee credits in excess of DEVELOPER'S proportionate share contribution for DEVELOPER'S actual reasonable design, engineering, inspection, permitting and construction costs for the necessary intersection improvements to the C.R. 581/S.R. 56 intersection. Furthermore, DEVELOPER shall not be eligible for impact fee credits for: (1) any right-of-way dedication for the Pipeline Project, (2) any design, engineering, inspection,

permitting, and construction costs for the portions of the Pipeline Project lying within the Project, or (3) any Pipeline Project costs not set forth in this Agreement. 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 of the Pipeline Project, or for amounts under dispute with the construction contractor(s), within 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 that finance or otherwise pay for or contribute to the Pipeline Project, as determined by the COUNTY.

- B. Project Improvements - Design, permitting, right of way dedication and construction costs for on-site Project access improvements (including, but not limited to, acceleration, deceleration, storage lanes, turn lanes, traffic signage and striping, and signalization, if warranted pursuant to the *Manual on Uniform Traffic Control Devices* and approved by the regulating agencies, improvements at the S.R. 56/Meadow Pointe Boulevard intersection, and other improvements to accommodate Project traffic at intersections of collector and/or arterial roads within the Project), shall be included in the design, permitting, right of way dedication and construction of S.R. 56, and are the responsibility of the DEVELOPER and are not eligible for impact fee credits.
- C. Roadway Drainage Facilities – If Pipeline Project related roadway drainage facilities are commingled with Project-related drainage facilities, the portions of the design, permitting and construction costs for Project-related drainage facilities are not eligible for impact fee credits.
- D. Wetland and Floodplain Mitigation – If Pipeline Project related wetland and floodplain mitigation areas are commingled with Project-related wetland and floodplain mitigation areas, the portions of the design, permitting, and construction costs for Project-related mitigation are not eligible for impact fee credits.
- E. Transfer of Credits – Impact fee credits pursuant to this Agreement and the Amended DO can only be transferred upon buildout of the Project in accordance with the Amended DO and in accordance with the Impact Fee Ordinance, as amended.

3. Performance Guarantees by Developers:

- A. District Financing: The parties acknowledge and agree that the costs of the Pipeline Project will be financed by special assessment revenue bonds (the "Bonds") to be sold by the District (and by the Meadow Pointe IV Community Development District if and when formed),

that the District is a local unit of special purpose government specifically created and intended by the State Legislature to provide an alternative method to manage and finance basic services such as the Pipeline Project for community development. The Bonds will be secured by special assessments against the lands within the District pursuant to the District's powers under Chapter 190, Florida Statutes. These special assessments constitute a lien on the property assessed coequal with the lien of state, county, municipal and school board taxes.

- B. Performance Guarantee: The DEVELOPER, and the District pursuant to its authority to enter into interlocal government agreements with other government entities under Section 190.011(12), Florida Statutes, hereby agree to undertake and complete the Pipeline Project. The District agrees to finance the costs thereof by the sale of the Bonds at such time as necessary to comply with the schedule for completion of the Pipeline Project in accordance with Section D.1 of this Agreement. The District agrees to enter such other agreements with the DEVELOPER as may be reasonable or necessary to comply with its obligations under this Agreement. The County, the District and the Trustee for the District shall enter into a Disbursement Agreement substantially in the form attached hereto as Exhibit D. The DEVELOPER and District agree that on or before sixty (60) days after approval of the permits required to construct the Pipeline Project that DEVELOPER and the District will enter into the Disbursement Agreement, which requires that funds equal to the Proportionate Share must be held by the Trustee for the District pursuant to a Trust Indenture that provides that said funds are restricted to pay only for the Pipeline Project. The Developer and District agree that if the funds held by the Trustee are less than the amount of the Cost Estimate required by Section E.2. of this Agreement, or the amount of the construction contract for the Pipeline Project, whichever is greater, the funds shall be increased to equal the greater of the aforesaid amounts, and the parties agree to execute a supplemental Disbursement Agreement when the funds are adjusted, substantially in the form attached hereto as Exhibit E. The DEVELOPER and District agree to adjust the funds to be held by the Trustee to the Cost Estimate or construction contract amount, and execute the supplemental Disbursement Agreement within sixty (60) days after both amounts are known, if such an adjustment is necessary. If the DEVELOPER, District or Trustee for the District fail to adjust the funds held by the Trustee and execute the Supplemental Disbursement Agreement by such date, the DEVELOPER and District shall be in default of this Agreement, entitling the COUNTY to exercise the remedies set forth in paragraph D.2., or any other remedy available to the

COUNTY by law. The DEVELOPER and District agree that if the District fails to construct the Pipeline Project in accordance with the requirements and time frames set forth in this Agreement, the Trustee shall immediately release said funds to the COUNTY to pay for the costs to construct the Pipeline Project, but only for such purpose. The DEVELOPER and District agree that First Union National Bank, N.A. shall remain the Trustee of the District, and the obligations of the Trustee pursuant to this Agreement and the Disbursement Agreement may not be assigned without the prior written consent of the COUNTY. Until such time that the District, Trustee for the District, and the County enter into the Disbursement Agreement, and the funds equal to the Proportionate Share are held by the Trustee, no final plats shall be approved by the Board of County Commissioners within the Project beyond 1,747 dwelling units and no preliminary plan or construction plan approvals shall be issued for any commercial entitlements in the Project.

- C. Guarantee of Performance and Payment: Prior to commencing construction on the Pipeline Project, the Pipeline Project contractor shall post in favor of the District, FDOT and the COUNTY, a payment bond and a performance bond acceptable to the District and the COUNTY to guarantee performance of its work and payment of its subcontractors and materialmen under the contract as required by law. These bonds shall be with a bank, surety, or other financial institution acceptable to the District and the COUNTY, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The performance bond and payment bond shall each be in the amount of 125% of Construction Contract amount.
- D. Maintenance Guarantee: Upon completion of the Pipeline Project and final acceptance by FDOT, the District and its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of one (1) year after final acceptance, and, if any part of the construction should fail within this period, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY or FDOT. 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 FDOT as being constructed in accordance with all appropriate contract documents and permit requirements, and upon the expiration of the required one (1) year Maintenance Guarantee, the COUNTY and/or FDOT shall be responsible for maintenance of the roadway and any roadway drainage facilities that are not

commingled or combined with drainage facilities serving developments adjacent to the roadway.

I. INDEMNIFICATION AND INSURANCE

1. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEVELOPER shall defend, hold harmless, and indemnify the COUNTY and FDOT and all of their agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY or FDOT may sustain, suffer, or incur, or be required to pay by reason of DEVELOPER's fraud, defalcation, or dishonesty; or arising out of any negligent act, action, 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 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 paragraph E.5. of this Agreement. The DEVELOPER'S obligation to indemnify, defend, and pay for the defense, or at the COUNTY'S or FDOT's option participate and associate with the COUNTY or FDOT in 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 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 .

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 and the District 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 and the District 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 and the District 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 District and the contractor for the Project.
 3. All policies of insurance required by this Agreement shall require that the insurer deliver to the COUNTY, FDOT, the District 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, the District and the DEVELOPER, addressed to the parties as described in Subsection J.5 below. In the event of any reduction in the aggregate limit of any policy, the DEVELOPER and the

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

4. The DEVELOPER and the District 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 or FDOT, the District 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 and the District 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 and the District shall notify the engineers and/or contractor that the engineers and/or contractor shall be responsible for the sufficiency of their 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 and the District 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 or require the DEVELOPER or the District to procure and pay for such coverage at its own expense. A decision by the COUNTY to require the DEVELOPER or the District 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 or District's obligations under this Agreement.
9. All insurance policies that the DEVELOPER and the District 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; FDOT; the COUNTY Engineer; and each of their elected officers, their employees, and agents shall be "additional insureds" under the policy and shall also incorporate a severability of interests provision. All insurance coverages required herein shall apply to all engineers' and/or contractors' activities and any subcontractor's activities for the 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 and the District 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.

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

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

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

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

4. Excess Liability Insurance: The DEVELOPER and the District 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 and the District shall require that the engineers maintain standard professional liability insurance in the minimum amount of One Million and 00/100 Dollars (\$1,000,000) per occurrence.

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 or FDOT must clearly indicate whether the coverage is on a claims made basis. Should coverage be afforded on a claims made basis, the DEVELOPER and the District 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, the District 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. Neither the DEVELOPER nor the District has 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 or the District in connection with the Pipeline Project, or for debts or claims accruing to such parties against the DEVELOPER or the District. 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 or the District 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, the District and LTD with a written Notice of Termination, stating the COUNTY'S intent to terminate and describing those terms and conditions with which the DEVELOPER or the District has failed to comply. If the DEVELOPER or the District has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the COUNTY may terminate this agreement without further notice and the DEVELOPER shall not be entitled to further permits or approvals for the Project beyond those allowed pursuant to the MPUD Approval, as the same may be amended from time to time, until the COUNTY has determined that the DEVELOPER is proceeding in compliance with this Agreement. This paragraph is not intended to replace any other legal or equitable remedies available to COUNTY under Florida law or under this Agreement, but it is in addition thereto.
3. Contracts: All contracts entered into by the DEVELOPER or the District 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 and the District 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 and the District shall cause all of the relevant provisions of this Agreement in its entirety to be included and made a part of any contract for the Pipeline Project.
 - B. The DEVELOPER and the District agree 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 and the District shall provide certification to the COUNTY, under the seal and signature of a registered professional engineer that the Pipeline Project have been constructed in accordance with the standards promulgated by FDOT in Section 336.045, Florida Statutes; the PD & E Study, COUNTY standards, the contract documents, and this Agreement.
5. Notice: Whenever any party gives notice to any other party concerning any of the provisions of this Agreement, including notice of termination, such notice shall be given by certified mail, return receipt requested. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received).

Notices shall be addressed as follows:

LTD Wesley Chapel Lakes, Ltd.
Attention: Jared Brown
17757 U.S. Highway 19 North – Suite 325
Clearwater, FL 33764

With a copy to:

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

PHDC Pasco Heights Development Corporation
Attention: Lee E. Arnold, Jr.
17757 U.S. Highway 19 North – Suite 275
Clearwater, FL 33764

CBA Clearwater Bay Associates, Inc.
Attention: Lee E. Arnold, Jr.
17757 U.S. Highway 19 North – Suite 275
Clearwater, FL 33764

MPGP Meadow Pointe General Partnership
Attention: Donald A. Buck
15436 N. Florida Avenue, Suite 200
Tampa, FL 33613

With a copy to:

Keith W. Bricklemeyer, Esq.
Bricklemeyer Smolker & Bolves, P.A.
500 East Kennedy Boulevard, Suite 200
Tampa, FL 33602-4825

DISTRICT Meadow Pointe III Community Development District
Attention: Mark Straley, Esq.
Akerman, Senterfitt & Eidson, P.A.
100 S. Ashley Dr. Suite 1500
P. O. Box 3273
Tampa, FL 33601-3273

Meadow Pointe IV Community Development District
Attention: Mark Straley, Esq.
Akerman, Senterfitt & Eidson, P.A.
100 S. Ashley Dr. Suite 1500
P.O. Box 3273
Tampa, FL 33601-3273

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

FLORIDA DEPARTMENT OF TRANSPORTATION
Planning Manager, District Seven
11201 N. McKinley Drive
Tampa, Florida 33612

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

6. Entire Agreement: This Agreement embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this Agreement supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written, provided, however, that nothing shall relieve the DEVELOPER of any development approval or Amended DO 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. Contact Execution: This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts shall constitute one (1) and the same agreement.
10. Gender: Whenever the contract hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

11. Headings: All article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
12. Severability: In case any one (1) or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Agreement or the failure of consideration.
13. Construction: The parties hereby agree that each has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguity should be realized in the construction or interpretation of this Agreement, the result of such ambiguity shall be equally assumed and realized by each of the parties to this Agreement.
14. Cancellation: This Agreement may be canceled by mutual consent of the parties to the agreement.
15. Third Party Beneficiaries: Except where this Agreement specifically benefits 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 and the District agree that acts to be performed by them in connection with this Agreement shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.
17. Nondiscrimination: The DEVELOPER and the District 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 and the District shall insert a similar provision in all contracts for the Pipeline Project.
18. Signatories Authority: By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.
19. Right-of-Way Use Permits: The DEVELOPER or the District shall obtain all appropriate Right-of-Way Use Permits from the COUNTY and FDOT.
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, the District and their respective successors and assigns. Any party may assign this Agreement and any or all of its rights and obligations hereunder with the consent of the other parties to this Agreement, which consent should not be unreasonably withheld or delayed, to any person, firm, corporation or other entity, and any such assignee shall be entitled to all the rights and

powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereto, and shall, for all purposes hereof, be substituted for such participant. Until such time as an assignment is consented to by the County, each of the parties to this Agreement referred to collectively as DEVELOPER shall be jointly and severally liable for the performance of the DEVELOPER's obligations set forth in this Agreement. 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 that the performance by the DEVELOPER or the District of the commitments set forth in this Agreement shall be interrupted or delayed by war, riot, civil commotion or natural disaster, then the DEVELOPER or the District shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Further, in the event that performance by the DEVELOPER or the District of the commitments set forth in this Agreement shall be interrupted or delayed in connection with acquisition of necessary governmental approvals for the construction of the Pipeline Project and which interruption or delay is caused through no fault of the DEVELOPER or the District, then the DEVELOPER or the District shall submit documentation regarding such event(s) to Pasco County for review and concurrence. If such documentation shows that such event(s) have taken place, then the DEVELOPER or the District 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.

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

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



(SEAL)

ATTEST:

BY: Jed Pittman
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: Shirley O. Shady
CHAIRMAN APPROVED

DATE: 11/19/02 NOV 19 2002

WITNESSES:

James St. Clair

WESLEY CHAPEL LAKES, LTD.

BY: [Signature]

TITLE: _____


DATE: _____

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this December 6, 2002
(date), by Jared D. Brown

acknowledging) of Wesley Chapel Lakes, LTD (name of officer or agent, title of officer or agent
~~Clearwater Bay Associates~~ He/she is personally known to me or who has
produced Personally known
_____- (type of identification) as identification.

Seal:  HEATHER M. CROUCHER
Notary Public, State Of Florida
My commission Expires 8/6/04
Commission #CC 958724

Heather M. Croucher
NOTARY

WITNESSES:

[Signature]
Melissa Long

CLEARWATER BAY ASSOCIATES, INC.


BY: [Signature]
TITLE: President
DATE: 12/06/02

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this December 6, 2002
(date), by Lee E. Arnold, Jr.

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

Seal:  HEATHER M. CROUCHER
Notary Public, State Of Florida
My commission Expires 8/6/04
Commission #CC 958724

Heather M. Croucher
NOTARY

WITNESSES:

[Signature]
Melissa Long

PASCO HEIGHTS DEVELOPMENT CORPORATION

BY: [Signature]
TITLE: President
DATE: 12/06/02

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this December 10, 2002
(date), by Lee E. Arnold, Jr.
(name of officer or agent, title of officer or agent
acknowledging) of Poco Heights Development Corporation He/she is personally known to me or who has
produced _____
(type of identification) as identification.

Seal:



HEATHER M. CROUCHER
Notary Public, State Of Florida
My commission Expires 8/6/04
Commission #CC 958724

Heather M. Croucher
NOTARY

WITNESSES:

Tamara M. Briscoe
Tamara M. Briscoe

D. Michele Brock
D. Michele Brock

MEADOW POINTE GENERAL PARTNERSHIP

BY: [Signature]

TITLE: Managing Member

DATE: 12.06.02

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 6th day of December, 2002
(date), by Donald A. Buck as Managing member
(name of officer or agent, title of officer or agent
acknowledging) of Meadow Pointe General Partnership He/she is personally known to me or who has
produced _____
(type of identification) as identification.

Seal:



Leslie J. Wells
MY COMMISSION # DD033741 EXPIRES
July 13, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

Leslie J. Wells
NOTARY

WITNESSES:

Tamara M. Briscoe
Tamara M. Briscoe

D. Michele Brock
D. Michele Brock

MEADOW POINTE III COMMUNITY
DEVELOPMENT DISTRICT

BY: [Signature]


TITLE: CHAIRMAN

DATE: 12.06.02

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 6th day of December, 2002
(date), by Donald A. Buck as Chairman

acknowledging) of Meadow Pointe IV CDD (name of officer or agent, title of officer or agent). He/she is personally known to me or who has produced _____

Seal:  Leslie J. Wells
MY COMMISSION # DD033741 EXPIRES
July 13, 2005
BONDED THRU TROY FAIN INSURANCE, INC.
(type of identification) as identification. Leslie J. Wells
NOTARY

WITNESSES:

Tamara M. Briscoe
Tamara M. Briscoe

D. Michele Brock
D. Michele Brock

STATE OF Florida
COUNTY OF Hillsborough

MEADOW POINTE IV COMMUNITY
DEVELOPMENT DISTRICT


BY: Donald A. Buck

TITLE: CHAIRMAN

DATE: 12.06.02

The foregoing instrument was acknowledged before me this 6th day of December, 2002
(date), by Donald A. Buck as Chairman

acknowledging) of Meadow Pointe IV CDD (name of officer or agent, title of officer or agent). He/she is personally known to me or who has produced _____

Seal:  Leslie J. Wells
MY COMMISSION # DD033741 EXPIRES
July 13, 2005
BONDED THRU TROY FAIN INSURANCE, INC.
(type of identification) as identification. Leslie J. Wells
NOTARY

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

BY: [Signature]
ATTORNEY

EXHIBIT A

Legal Description

**JOINDER AND CONSENT
TO
DEVELOPMENT AGREEMENT**

By And Between Pasco County, Wesley Chapel Lakes, Ltd., Clearwater Bay Associates, Inc., Pasco Heights Development Corporation, Meadow Pointe General Partnership, and Meadow Pointe III Community Development District for the Wesley Chapel Lakes Development of Regional Impact No. 166.

Meadow Pointe IV Community Development District, a local unit of special purpose government, does hereby join in and consent to the terms and conditions of the above-referenced Development Agreement.

WITNESSES:

Tamara H. Briscoe
Tamara H. Briscoe
D. Michele Brock
D. Michele Brock

MEADOW POINTE IV COMMUNITY
DEVELOPMENT DISTRICT

By: *[Signature]*

Its: *CHAIRMAN*

Date Of Execution: *12.06.02*

Exhibit A

Legal Description

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 34 lying North of the Northerly right-of-way line of Strickland Road and a portion of the Southeast 1/4 of Section 33, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north 89°55'06" west, 1833.08 feet along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Plat one as shown on Plat recorded in Plat Book 15, Pages 118 through 128 inclusive and the South boundary line of Fox Ridge-Phase two unit two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North 00°00'22" East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South 89°59'38" East, 261.58 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 148.67 feet along said Westerly boundary line; hence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 148.67 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 290.50 feet along said Westerly boundary line; thence North 89°59'38" West, 150.00 feet along said Westerly boundary line; thence North 00°00'22" East, 450.00 feet along said Westerly boundary line; thence North 02°34'00" East, 163.79 feet along said Westerly boundary line; thence North 07°03'20" West, 139.09 feet along said Westerly boundary line; thence North 19°22'38" West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 62.50 feet, a chord of 40.57 feet bearing North 38°30'17.9" East; thence 22.28 feet along the arc of a curve concaved to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 45°05'42.5" East, thence North 70°37'22" East, 221.95 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 221.95 feet along said Westerly boundary line; thence 22.28 feet along the arc of a curve concave to the right along said

Westerly boundary line, having a radius of 25.00 feet; a chord of 21.55 feet bearing North 83°50'58.8" West; thence 30.41 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 62.50 feet, a chord of 30.11 feet bearing North 72°15'37.1" West; thence North 19°22'38" West, 446.82 feet along said Westerly boundary line; thence North 70°37'22" East, 265.40 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 125.56 feet along said Westerly boundary line; thence North 19°22'38" West, 333.79 feet along said Westerly boundary line; thence North 71°20'47" East, 265.19 feet along said Westerly boundary line; thence North 19°22'38" West, 382.90 feet along said Westerly boundary line; thence 156.92 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 920.00 feet, a chord of 156.73 feet bearing north 75°30'33.1" East; thence North 70°37'22" East, 157.12 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 138.34 feet along said Westerly boundary line; thence North 00°20'59" East, 238.36 feet along said Westerly boundary line; thence South 77°04'41" West, 1159.01 feet along the Southerly boundary line of Fox Ridge Phase Two Unit Four as shown on Plat recorded in Plat Book 19, Pages 113, 114, and 115 of the Public Records of Pasco County, Florida; thence South 19°22'38" East, 159.35 feet along aforesaid Southerly boundary line; thence North 89°39'01" West, 190.00 feet along aforesaid Southerly boundary line; thence South 07°52'46" East, 264.78 feet along aforesaid Southerly boundary line; thence South 70°37'22" West, 155.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right, along aforesaid Southerly boundary line; having a radius of 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West; thence South 70°37'22" West, 60.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right along aforesaid southerly boundary line, having a radius of 25.00 feet, a chord of 35.36 feet bearing South 25°37'22" West; thence South 70°37'22" West, 173.30 feet along aforesaid Southerly boundary line; thence 141.39 feet along the arc of curve concaved to the right along aforesaid Southerly boundary line, having a radius of 417.94 feet, a chord of 140.72 feet bearing South 80°18'52" West; thence North 00°00'22" East, 978.93 feet along the West boundary line of said Fox Ridge Phase Two Unit Four; thence North 00°20'59" East, 3962.43 feet along aforesaid West boundary line and its North extension, also being the West boundary line of Fox Ridge Phase Two Unit Three and its North and South extension as shown on Plat recorded in Plat Book 19, Pages 42 through 45 inclusive of the public records of Pasco County, Florida; thence North 89°32'44" East, 1280.00 feet; thence North 00°23'46" East, 504.21 feet along the West boundary line of Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat Book 18, pages 61 through 64 inclusive of the public records of Pasco County, Florida; thence South 89°29'04" West, 497.71 feet;

thence North 00°23'46" East, 1433.31 feet to a point on the
 Southerly right-of-way line of County Road No. 54 as now
 established; thence North 64°23'47" West, 1331.53 feet along said
 southerly right-of-way line; thence South 00°03'51" West, 1200.29
 feet; thence South 00°26'12" West, 1321.74 feet along the
 approximate maintained centerline of Smith Road and its South
 extension is now established; thence South 89°31'38" West, 167.88
 feet; thence South 57°42'55" West, 337.80 feet; thence South
 62°34'40" West, 929.92 feet; thence South 19°39'09" West, 177.19
 feet to a point on the West boundary line of said Section 15;
 thence South 00°23'19" West, 3192.61 feet along the West boundary
 line of said Section 15 to the Southwest corner of said Section
 15, also being the Northwest corner of said Section 22; thence
 South 00°03'23" West, 3678.07 feet along the West boundary line of
 said Section 22; thence South 89°55'06" East, 270.00 feet; thence
 South 00°03'23" West, 1600.00 feet parallel to the West boundary
 line of said Section 22; thence South 00°15'55" West, 815.00 feet
 parallel to the West boundary line of said Section 27; thence
 North 89°55'06" West, 270.00 feet to a point on the West boundary
 line of said Section 27; thence South 00°15'55" West, 4472.16 feet
 along the West boundary line of said Section 27 to the Southwest
 corner of said Section 27, also being the Northwest corner of
 Section 34; thence South 00°10'16.5" West, 3969.28 feet along the
 West boundary line of said Section 34 also the East boundary line
 of said Section 33; thence North 89°53'20" West, 1340.04 feet;
 thence South 00°10'00" West, 1264.47 feet to a point on the
 Northerly right-of-way line of Strickland Road as now established;
 thence North 73°44'23" East, 185.90 feet along said Northerly
 right-of-way line; thence North 84°27'34" East, 68.25 feet along
 said Northerly right-of-way line; thence South 74°53'42" East,
 466.42 feet along said Northerly right-of-way line; thence North
 89°58'16" East, 502.09 feet along said Northerly right-of-way
 line, also being the South boundary line of said Section 33;
 thence North 63°12'07" East, 1182.47 feet along said Northerly
 right-of-way line; thence North 87°58'49" East, 1413.82 feet along
 said Northerly right-of-way line; thence South 76°37'16" East,
 2500.05 feet along said Northerly right-of-way line to a point on
 the South boundary line of the Southeast 1/4 of said Section 34;
 thence North 89°58'34" East, 579.61 feet along the South boundary
 line of the Southeast 1/4 of said Section 34 to the Southeast
 corner of said Section 34, also being the Southwest corner of said
 Section 35; thence North 89°54'26" East, 780.00 feet along the
 South boundary line of the Southwest 1/4 of said Section 35;
 thence North 00°09'14" East, 5285.57 feet parallel to the West
 boundary line of said Section 35 to a point on the North boundary
 line of said Section 35, also being a point on the South boundary
 line of said Section 26; thence North 00°15'13" East, 5281.395
 feet parallel to the West boundary line of said Section 26 to a
 point on the North boundary line of said Section 26, also being
 the Southeast corner of said Fox Ridge-Plat One; thence North
 89°58'09" West, 780.00 feet along the North boundary line of said
 Section 25, also being the South boundary line of said Fox
 Ridge-Plat One to the point of beginning. Subject to easements
 and rights-of-way of record.

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southerly right-of-way line of S.R. No. 54 (100' R/W); thence run S. 64°22'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 2149.990 acres more or less.

TOGETHER WITH:

IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA:

Section 33: The SW $\frac{1}{4}$ of SE $\frac{1}{4}$, and the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, and the triangular SE $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the triangular SW $\frac{1}{2}$ of S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying South of the road.

Section 34: That part of the S $\frac{1}{4}$ lying South of the road.
Containing 118 acres, more or less.

EXHIBIT C

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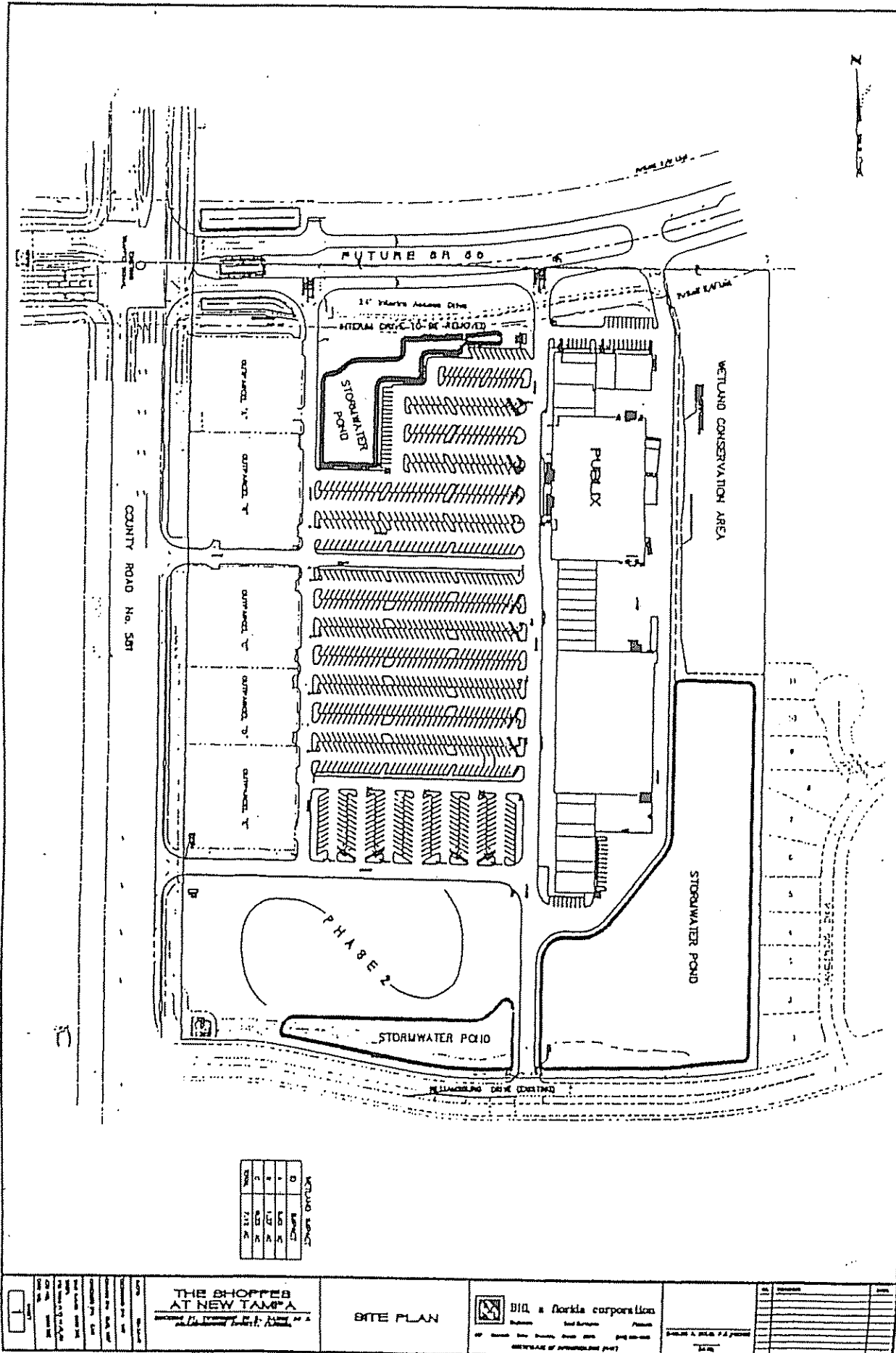


EXHIBIT D
DISBURSEMENT AGREEMENT
BETWEEN PASCO COUNTY,
MEADOW POINTE III COMMUNITY DEVELOPMENT DISTRICT
AND FIRST UNION NATIONAL BANK, N.A., AS TRUSTEE

THIS DISBURSEMENT 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 referred to as the "COUNTY"; MEADOW POINTE III COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government, hereinafter referred to as the "DISTRICT"; and FIRST UNION NATIONAL BANK, N.A., hereinafter referred to as the "TRUSTEE".

W I T N E S S E T H:

WHEREAS, the COUNTY has entered into an agreement (the "Development Agreement") with the District and others regarding the obligation to construct certain road improvements defined in the Development Agreement as the "Pipeline Project," a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the funds to construct the Pipeline Project are to be provided by the District through the sale of bonds pursuant to that certain Master Trust Indenture dated February 1, 2001 between the District and the Trustee and pursuant to one or more Supplemental Indentures (collectively, the Trust Agreement"); and

WHEREAS, the District has sold bonds pursuant to a Supplemental Trust Indenture (the "Pipeline Project Indenture") to provide at least Six Million Three Hundred Twenty-One Thousand Two Hundred Eighteen and 95/100 Dollars (\$6,321,218.95) (the "Pipeline Project Fund") to construct the Pipeline Project.

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, the District and the Trustee hereby agree as follows:

1. Recitals. The above recitals are true and correct and are made a part of this agreement.
2. Funds Available. The District and Trustee represent and warrant that bonds have been sold pursuant to the Pipeline Project Indenture which provides at least Six Million Three Hundred Twenty-One Thousand Two Hundred Eighteen and 95/100 Dollars (\$6,321,218.95) to construct the Pipeline Project.
3. Restriction on Use of Funds. The District and the Trustee agree that funds at least equal to the Pipeline Project Fund from the sale of bonds pursuant to the Pipeline Project Indenture shall be held by the Trustee exclusively for expenditure on the Pipeline Project. If the Pipeline Project is not constructed in accordance with the requirements and timeframes of the Development Agreement, the District and Trustee agree that the Trustee shall immediately release funds to the County, upon its written request, in an amount at least equal to the Pipeline Project Fund minus the amount of funds the Trustee has already disbursed for expenditure on the Pipeline Project, to pay for the cost of the

Pipeline Project. County agrees that it will use the funds received hereunder to construct the Pipeline Project.

3. Controlling Law. This Disbursement Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Disbursement Agreement shall be in Pasco County, Florida.
4. Assignment. This Disbursement Agreement may not be assigned, in whole or in part, by any party to the Disbursement Agreement without the prior written consent of Pasco County.
5. Attorneys' Fees. In the event of any legal or equitable action to enforce the terms of this Disbursement Agreement, the non-defaulting party shall be entitled to recover from the defaulting party its reasonable costs and attorneys' fees expended in such action.

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

(SEAL)

ATTEST:

BY: _____
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: _____
Ann Hildebrand, CHAIRMAN

DATE: _____

WITNESSES:

MEADOW POINTE III COMMUNITY
DEVELOPMENT DISTRICT

BY: _____

TITLE: _____

DATE: _____

STATE OF _____
COUNTY OF _____

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

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

_____ (type of identification) as identification.

Seal:

NOTARY

WITNESSES:

FIRST UNION NATIONAL BANK, N.A.

BY: _____

TITLE: _____

DATE: _____

STATE OF _____
COUNTY OF _____

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

Seal: _____
NOTARY

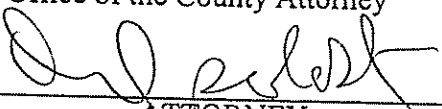
APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the County Attorney
BY:  _____
ATTORNEY

EXHIBIT E
SUPPLEMENTAL DISBURSEMENT AGREEMENT
BETWEEN PASCO COUNTY,
MEADOW POINTE III COMMUNITY DEVELOPMENT DISTRICT
AND FIRST UNION NATIONAL BANK, N.A., AS TRUSTEE

THIS SUPPLEMENTAL DISBURSEMENT 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 referred to as the "COUNTY"; MEADOW POINTE III COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government, hereinafter referred to as the "DISTRICT"; and FIRST UNION NATIONAL BANK, N.A., hereinafter referred to as the "TRUSTEE".

W I T N E S S E T H:

WHEREAS, the COUNTY has entered into an agreement (the "Development Agreement") with the District and others regarding the obligation to construct certain road improvements defined in the Development Agreement as the "Pipeline Project," a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the funds to construct the Pipeline Project are to be provided by the District through the sale of bonds pursuant to that certain Master Trust Indenture dated February 1, 2001 between the District and the Trustee and pursuant to one or more Supplemental Indentures (collectively, the Trust Agreement"); and

WHEREAS, the District has sold bonds pursuant to a Supplemental Trust Indenture (the "Pipeline Project Indenture") to provide at least Six Million Three Hundred Twenty-One Thousand Two Hundred Eighteen and 95/100 Dollars (\$6,321,218.95) (the "Pipeline Project Fund") to construct the Pipeline Project;

WHEREAS, additional funds to construct the Pipeline Project are needed, and therefore, the District has sold additional bonds pursuant to an additional Supplemental Indenture (the "Supplemental Pipeline Project Indenture") to provide a least _____ (\$ _____) (the "Supplemental Pipeline Project Fund") to construct the Pipeline Project.

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, the District and the Trustee hereby agree as follows:

1. Recitals. The above recitals are true and correct and are made a part of this agreement.
2. Funds Available. The District and Trustee represent and warrant that bonds have been sold pursuant to the Pipeline Project Indenture and Supplemental Pipeline Project Indenture which provide at least _____ (\$ _____) to construct the Pipeline Project.
3. Restriction on Use of Funds. The District and the Trustee agree that funds at least equal to the Supplemental Pipeline Project Fund from the sale of bonds pursuant to the Pipeline Project Indenture and Supplemental Pipeline Project Indenture shall be held by the Trustee exclusively for expenditure

on the Pipeline Project. If the Pipeline Project is not constructed in accordance with the requirements and timeframes of the Development Agreement, the District and Trustee agree that the Trustee shall immediately release funds to the County, upon its written request, in an amount at least equal to the Supplemental Pipeline Project Fund minus the amount of funds the Trustee has already disbursed for expenditure on the Pipeline Project, to pay for the cost of the Pipeline Project. County agrees that it will use the funds received hereunder to construct the Pipeline Project.

4. Controlling Law. This Disbursement Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this Disbursement Agreement shall be in Pasco County, Florida.
5. Assignment. This Disbursement Agreement may not be assigned, in whole or in part, by any party to the Disbursement Agreement without the prior written consent of Pasco County.
6. Attorneys' Fees. In the event of any legal or equitable action to enforce the terms of this Disbursement Agreement, the non-defaulting party shall be entitled to recover from the defaulting party its reasonable costs and attorneys' fees expended in such action.

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

(SEAL)

ATTEST:

BY: Jed Pittman
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: Ann Hildebrand
Ann Hildebrand, CHAIRMAN

DATE: _____

WITNESSES:

MEADOW POINTE III COMMUNITY
DEVELOPMENT DISTRICT

BY: _____

TITLE: _____

DATE: _____

STATE OF _____
COUNTY OF _____

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

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

Seal:

NOTARY

WITNESSES:

FIRST UNION NATIONAL BANK, N.A.

BY: _____

TITLE: _____

DATE: _____

STATE OF _____
COUNTY OF _____

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

Seal:

NOTARY

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

BY: _____
ATTORNEY

RESOLUTION AMENDING DEVELOPMENT ORDER FOR THE
WESLEY CHAPEL LAKES DEVELOPMENT OF REGIONAL
IMPACT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 19, 1989, the Board of County Commissioners of Pasco County (County) adopted a Development of Regional Impact (DRI)/development order approving, with conditions, the Wesley Chapel Lakes DRI by Resolution No. 90-55 (as amended, development order); and,

WHEREAS, the development order was amended by the Board by Resolution No. 91-252 dated May 14, 1991, and by Resolution No. 93-192 dated April 13, 1993, and by Resolution No. 00-37 dated November 16, 1999; and,

WHEREAS, on October 30, 2000, Wesley Chapel Lakes, Ltd. (Developer), filed a Notification of a Proposed Change to a Previously Approved DRI (NOPC), pursuant to Section 380.06(19), Florida Statutes (F.S.); and,

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board in regular session duly assembled this 19th day of November, 2002 that:

- I. Introduction. This Resolution shall constitute an amendment to the development order.
- II. Findings. The Board, having received all related comments, testimony, and evidence submitted by each party and members of the general public, finds that there is clear and convincing evidence to support the following findings of fact:
 - A. The development order is a valid final development order within the provisions of Section 163.3167(8), F.S., affecting the property described on Exhibit A attached hereto and incorporated herein.
 - B. The Developer has proposed in NOPC to amend the development order to add land, revise Map H, extend the build-out date for each phase and the expiration date of the development order by a cumulative fifteen (15) years, revise the distribution of entitlements among phases and obtain specific approval for all residential entitlements, revise the proportionate share, revise the traffic mitigation provisions, revise the pipeline improvement and the schedule for its construction, and reduce the number of units allocated for elderly housing.
 - C. The changes proposed in NOPC are presumed to create a substantial deviation pursuant to Section 380.06(19), F.S.
 - D. The Developer has submitted clear and convincing evidence to rebut the presumption that the changes proposed in NOPC are a substantial deviation.

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

#166



PASCO COUNTY, FLORIDA

Growth Management Department
West Pasco Government Center
7530 Little Road, Suite 320
New Port Richey, FL 34654
Tel. (727) 847-8193
Fax (727) 847-8084

CERTIFIED MAIL NO. 7000 0600 0024 4517 5568
RETURN RECEIPT REQUESTED

December 17, 2002

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

RE: Wesley Chapel Lakes - Development of Regional Impact (#166)
Development Order Amendment

Dear Mr. Meyer:

Enclosed please find a certified copy of the Wesley Chapel Lakes Development of Regional Impact #166, Development Order Amendment (Resolution No. 03-36), 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 November 19, 2002.

The amended DO references a development agreement between Pasco County and the developer. Said agreement will be conveyed to you upon the complete execution by all developer and government signatories.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael LaSala".

Michael LaSala, AICP
Planner II

ML/ml
Enclosure

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

A. Development in accordance with the proposed amendments will not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan applicable to the area.

B. The proposed amendments are consistent with the Land Development Code and the adopted local comprehensive plan.

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

D. The review by the County, the Tampa Bay Regional Planning Council (TBRPC), other participating agencies, and interested citizens reveals that impacts are adequately addressed pursuant to the requirements of Chapter 380, F.S.

E. Nothing herein shall limit or modify the rights originally approved by the development order or the protection afforded under Section 163.3167(8), F.S.

F. The proposed amendments are not a substantial deviation pursuant to Section 380.06(19), F.S.

IV. Order. Having made the above findings of fact and drawn the above conclusions of law, it is ordered that the development order conditions C. through H. be amended as stated in the Amended and Restated Development Order dated November 19, 2002, attached hereto as Exhibit 1.

V. Notice of Adoption. A Notice of Adoption of this Resolution, in the form attached hereto and incorporated herein as Exhibit 2, shall be filed and recorded by the Developer in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), F.S., as amended.

VI. Certified Copies. Certified copies of this order shall be rendered to the Developer, FDCA, TBRPC, and upon attorneys of record in these proceedings. This order shall be deemed rendered upon transmittal of copies of this order to the recipients stated in this paragraph.

VII. Effective Date. This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 19th day of November, 2002.

(SEAL)

ATTEST:

BY: Elaine H. Phillips, DC
JED PITTMAN, CLERK



BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

BY: [Signature]
CHAIRMAN

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

BY: [Signature]
ATTORNEY

STATE OF FLORIDA
COUNTY OF PASCO

COMMISSIONERS 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 10th day of Dec, 2002
JED PITTMAN, CLERK TO THE BOARD
BY: Elaine H. Phillips, DC

Exhibit A

Legal Description

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 34 lying North of the Northerly right-of-way line of Strickland Road and a portion of the Southeast 1/4 of Section 33, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north 89°55'06" West, 1833.08 feet Along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Plat one as shown on Plat recorded in Plat Book 15, Pages 118 through 128 inclusive and the South boundary line of Fox Ridge-Phase two unit two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North 00°00'22" East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South 89°59'38" East, 261.58 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 148.67 feet along said Westerly boundary line; hence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 148.67 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 290.50 feet along said Westerly boundary line; thence North 89°59'38" West, 150.00 feet along said Westerly boundary line; thence North 00°00'22" East, 450.00 feet along said Westerly boundary line; thence North 02°34'00" East, 163.79 feet along said Westerly boundary line; thence North 07°03'20" West, 139.09 feet along said Westerly boundary line; thence North 19°22'38" West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 62.50 feet, a chord of 40.57 feet bearing North 38°30'17.9" East; thence 22.28 feet along the arc of a curve concaved to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 45°05'42.5" East, thence North 70°37'22" East, 221.95 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 221.95 feet along said Westerly boundary line; thence 22.28 feet along the arc of a curve concave to the right along said

Westerly boundary line, having a radius of 25.00 feet; a chord of 21.55 feet bearing North 83°50'58.8" West; thence 30.41 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 62.50 feet, a chord of 30.11 feet bearing North 72°15'37.1" West; thence North 19°22'38" West, 446.82 feet along said Westerly boundary line; thence North 70°37'22" East, 265.40 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 125.56 feet along said Westerly boundary line; thence North 19°22'38" West, 333.79 feet along said Westerly boundary line; thence North 71°20'47" East, 265.19 feet along said Westerly boundary line; thence North 19°22'38" West, 382.90 feet along said Westerly boundary line; thence 156.92 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 920.00 feet, a chord of 156.73 feet bearing north 75°30'33.1" East; thence North 70°37'22" East, 157.12 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 138.34 feet along said Westerly boundary line; thence North 00°20'59" East, 238.36 feet along said Westerly boundary line; thence South 77°04'41" West, 1159.01 feet along the Southerly boundary line of Fox Ridge Phase Two Unit Four as shown on Plat recorded in Plat Book 19, Pages 113, 114, and 115 of the Public Records of Pasco County, Florida; thence South 19°22'38" East, 159.35 feet along aforesaid Southerly boundary line; thence North 89°03'01" West, 190.00 feet along aforesaid Southerly boundary line; thence South 07°52'46" East, 264.78 feet along aforesaid Southerly boundary line; thence South 70°37'22" West, 155.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right, along aforesaid Southerly boundary line; having a radius of 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West; thence South 70°37'22" West, 60.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right along aforesaid southerly boundary line, having a radius of 25.00 feet, a chord of 35.36 feet bearing South 25°37'22" West; thence South 70°37'22" West, 173.30 feet along aforesaid Southerly boundary line; thence 141.39 feet along the arc of curve concaved to the right along aforesaid Southerly boundary line, having a radius of 417.94 feet, a chord of 140.72 feet bearing South 80°18'52" West; thence North 00°00'22" East, 978.93 feet along the West boundary line of said Fox Ridge Phase Two Unit Four; thence North 00°20'59" East, 3962.43 feet along aforesaid West boundary line and its North extension, also being the West boundary line of Fox Ridge Phase Two Unit Three and its North and South extension as shown on Plat recorded in Plat Book 19, Pages 42 through 45 inclusive of the public records of Pasco County, Florida; thence North 89°32'44" East, 1280.00 feet; thence North 00°23'46" East, 504.21 feet along the West boundary line of Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat Book 18, pages 61 through 64 inclusive of the public records of Pasco County, Florida; thence South 89°29'04" West, 497.71 feet;

thence North 00°23'46" East, 1433.31 feet to a point on the
 Southerly right-of-way line of County Road No. 54 as now
 established; thence North 64°23'47" West, 1331.53 feet along said
 southerly right-of-way line; thence South 00°03'51" West, 1200.29
 feet; thence South 00°26'12" West, 1321.74 feet along the
 approximate maintained centerline of Smith Road and its South
 extension is now established; thence South 89°31'38" West, 167.88
 feet; thence South 57°42'55" West, 337.80 feet; thence South
 62°34'40" West, 929.92 feet; thence South 19°39'09" West, 177.19
 feet to a point on the West boundary line of said Section 15;
 thence South 00°23'19" West, 3192.61 feet along the West boundary
 line of said Section 15 to the Southwest corner of said Section
 15, also being the Northwest corner of said Section 22; thence
 South 00°03'23" West, 3678.07 feet along the West boundary line of
 said Section 22; thence South 89°55'06" East, 270.00 feet; thence
 South 00°03'23" West, 1600.00 feet parallel to the West boundary
 line of said Section 22; thence South 00°15'55" West, 815.00 feet
 parallel to the West boundary line of said Section 27; thence
 North 89°55'06" West, 270.00 feet to a point on the West boundary
 line of said Section 27; thence South 00°15'55" West, 4472.16 feet
 along the West boundary line of said Section 27 to the Southwest
 corner of said Section 27, also being the Northwest corner of
 Section 34; thence South 00°10'16.5" West, 3969.28 feet along the
 West boundary line of said Section 34 also the East boundary line
 of said Section 33; thence North 89°53'20" West, 1340.04 feet;
 thence South 00°10'00" West, 1264.47 feet to a point on the
 Northerly right-of-way line of Strickland Road as now established;
 thence North 73°44'23" East, 185.90 feet along said Northerly
 right-of-way line; thence North 84°27'34" East, 68.25 feet along
 said Northerly right-of-way line; thence South 74°53'42" East,
 466.42 feet along said Northerly right-of-way line; thence North
 89°58'16" East, 502.09 feet along said Northerly right-of-way
 line, also being the South boundary line of said Section 33;
 thence North 63°12'07" East, 1182.47 feet along said Northerly
 right-of-way line; thence North 87°58'49" East, 1413.82 feet along
 said Northerly right-of-way line; thence South 76°37'16" East,
 2500.05 feet along said Northerly right-of-way line to a point on
 the South boundary line of the Southeast 1/4 of said Section 34;
 thence North 89°58'34" East, 579.61 feet along the South boundary
 line of the Southeast 1/4 of said Section 34 to the Southeast
 corner of said Section 34, also being the Southwest corner of said
 Section 35; thence North 89°54'26" East, 780.00 feet along the
 South boundary line of the Southwest 1/4 of said Section 35;
 thence North 00°09'14" East, 5285.57 feet parallel to the West
 boundary line of said Section 35 to a point on the North boundary
 line of said Section 35, also being a point on the South boundary
 line of said Section 26; thence North 00°15'13" East, 5281.395
 feet parallel to the West boundary line of said Section 26 to a
 point on the North boundary line of said Section 26, also being
 the Southeast corner of said Fox Ridge-Plat One; thence North
 89°58'09" West, 780.00 feet along the North boundary line of said
 Section 25, also being the South boundary line of said Fox
 Ridge-Plat One to the point of beginning. Subject to easements
 and rights-of-way of record.

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southerly right-of-way line of S.R. No. 54 (100' R/W); thence run S. 64°22'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 2149.990 acres more or less.

TOGETHER WITH:

IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA:

Section 33: The SW $\frac{1}{4}$ of SE $\frac{1}{4}$, and the E $\frac{1}{2}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, and the triangular SE $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the triangular SW $\frac{1}{2}$ of S $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying South of the road.

Section 34: That part of the S $\frac{1}{4}$ lying South of the road.
Containing 118 acres, more or less.

EXHIBIT 1

~~A PORTION FROM THE ORIGINAL DEVELOPMENT ORDER FOR WESLEY~~
CHAPEL LAKES
WESLEY CHAPEL LAKES AMENDED AND RESTATED D.O. CONDITIONS
(November 19, 2002)
(Original Development Order Conditions as compared to Proposed Conditions)

C. Approval Stipulations

1. Specific approval with conditions is granted for Phase I. Conceptual approval is granted for Phases II through IV. Specific approval of Phases II -IV shall require amendment of this development order after additional transportation and air quality analyses performed pursuant to the requirements of Section 380.06, Florida Statutes, as amended.

2. The requirements of and conditions contained in this development order shall regulate the development of the property described in Exhibit C attached hereto. Following the adoption of this development order, all plans for development on this property shall be consistent with the conditions and restrictions recited herein. Such regulations and restrictions shall be binding upon all successors in interest to any such property.

If any activity takes place that does not comply with this development order or any provisions hereof are not complied with, all development shall cease until compliance with the provision in question is achieved. The Department may issue a notice of noncompliance to the Developer or may recommend that the Commission establish a hearing to consider such noncompliance.

3. All development specifically authorized by this development order shall be carried out as committed in the Application, unless otherwise modified by the provisions hereof.

a. Adverse impacts shall be mitigated as specified in the Application and in this development order.

b. The Developer's commitments set forth on pages 27-33 of the DRI Final Report (attached as Exhibit D) shall be honored by the Developer, except for those commitments which have been superseded by specific terms of this development order.

4. Development of Phase I as described in the Application shall also be governed by the standards and procedural provisions of the Comprehensive Plan in effect at the time of approval of this development order and the land development regulations of Pasco County in effect when application for preliminary site plan approvals is made.

a. All conditions of the MPUD and General Commercial zoning approved on October 21, 1986, and on December 12, 1989, as amended, shall remain in effect. If there is a conflict with provision(s) of this development order, the more stringent provision(s) shall prevail.

b. The approved development of regional impact shall not be subject

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to downzoning, unit density reduction, or intensity reduction for ~~20 years from the date of adoption prior to December 31, 2030~~, 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.

D. Phasing and Duration

1. Phasing Schedule

a. Development of Wesley Chapel Lakes shall proceed in accordance with the phasing schedules stated in Table 1 below. A phase shall be considered complete upon issuance of the final building/construction permit for the final dwelling unit or commercial square footage for the phase.

TABLE 1. PHASING SCHEDULE

	Office (Sq. Ft.)	Commercial (Sq. Ft.)	Residential (Dwelling Units)
Phase I (1990-1995) 100,000-150,000-1,750 (<u>2010</u>)	<u>0</u>	<u>220,000</u>	<u>4,520*</u>
Phase II (1995-2000) (<u>2015</u>)	100,000	350,000	1,190* <u>0</u>
Phase III (2000-2005) (<u>2020</u>)	100,000	350,000	950* <u>0</u>
Phase IV (2005-2009) 93,200-311,800-630* (<u>2024</u>)	<u>193,200</u>	<u>241,800</u>	<u>0</u>
TOTALS	393,200	1,161,800	4,520*

*Subject to the restrictions of Sections E.16.f and E.11.a.(8), (9) and (10).

b. Excess infrastructure capacity constructed to potentially serve later phases of the development shall be at the Developer's risk and shall not vest later phase development rights.

2. Duration

a. This development order shall take effect on ~~December 19, 1989~~,
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the date of final adoption.

b. The duration of the development order shall be a period of 20 years, ~~expiring on~~ until December 19, 2009 31, 2030. The effective period may be extended by the Commission upon a showing of good cause. Application for such extension shall be made at least 60 days prior to the expiration date.

~~All extensions greater than five years shall be subject to a substantial deviation determination pursuant to Section 380.06(19), Florida Statutes, as amended. c. There shall be no extension of the Phase 1 build-out date beyond the Year 2010 unless a traffic analysis is approved by the County and reviewed by FDOT and TBRPC. The traffic analysis shall demonstrate what additional improvements are required, if any. The Developer shall file an NOPC to amend Table A to reflect any additional required improvements and to revise the Developer's required proportionate share contribution and/or improvements accordingly.~~

3. Commencement of Development

~~If physical Physical development of the project has not commenced by December 19, 1994, the Commission shall determine, pursuant to Section 380.06(19), Florida Statutes, as amended, and the procedures outlined in Section G.2.a. hereof, whether the delay is a substantial deviation from the development order. commenced.~~

4. Extension of Time

All time periods described in this development order shall be extended for the same period as any appeal of this development order shall be pending and unresolved.

E. Specific Conditions

1. Land Use and Master Plan

a. Land use types, intensities and locations shall be substantially as shown on the Master Development Plan dated May 23, 1989 August 24, 2001, or as subsequently modified pursuant to Section E.1.b.; below.

b. A revised Master Development Plan that incorporates any revisions required pursuant to this development order shall be submitted to the Department for review and to DRC, TBRPC and DCA for a determination of compliance with this development order. This revised Master Development Plan shall be submitted within 45 days after the Department submits to the Developer the alignment of Chancey Road as described in Section E.11.g., hereof, but in no event later than 225 days after the effective date hereof. No preliminary/preliminary site plan shall be approved until the revised Master Development Plan is submitted.

c. Prior to preliminary/preliminary site plan approval, the Developer shall submit for approval by the Pasco County Surveyor a recent (within six months) boundary survey of the project which has been certified by a Florida registered land surveyor and which is

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referenced to a minimum of three monuments tied to state plan coordinates by G.P.S. methods. Coordinates of the monuments shall be shown on the survey. Moreover, the monuments shall:

(1) Comply with the National Geologic Survey Data Base Standards and Chapter 21 HH-6 of the Florida Administrative Code ("F.A.C."); and

(2) Be unobstructed and accessible on a 24-hour basis, 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.

d. The Developer may use a land use trade-off mechanism based on the subject land uses generating equivalent impacts. This land use trade-off mechanism shall only be allowed for land uses assessed in the Application, must adequately mitigate for public facility impacts, and may be done only pursuant to an amendment of this development order.

e. All development shall be consistent with the Pasco County Land Use Regulations, as amended from time to time, as adopted pursuant to the Pasco County Comprehensive Plan.

2. Water Quality and Drainage

a. Development of the project shall not lower levels of service for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan.

b. A homeowner association with assessment powers shall be the entity responsible for the operation and maintenance of all on-site drainage facilities.

c. Prior to the issuance of any permits, the Master Drainage Plan for Wesley Chapel Lakes shall be submitted to Pasco County, the Florida Department of Environmental Protection ("DEP") and the TBRPC for review and to the Southwest Florida Water Management District ("SWFWMD") and Pasco County for approval. The following parameters shall be included in the Master Drainage Plan.

(1) The proposed stormwater management systems shall be designed, constructed, and maintained to meet or exceed Chapters 17-3, 17-25, 40D-4 and 40D-40, F.A.C., and the Pasco County stormwater management regulations. Treatment shall be provided by biological filtration, wherever feasible.

(2) Best management practices for reducing water quality impacts, as recommended by Pasco County and SWFWMD shall be implemented.

(3) In order to protect water quality in the Hillsborough River watershed, there shall be no degradation of water quality standards by stormwater exiting the site. Therefore, it is appropriate that the Developer provide for a semiannual surface water

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quality monitoring program. Due to the pollution potential of the on-site borrow pits and sinkholes, a biannual groundwater monitoring program shall also be provided. These monitoring programs shall be instituted before groundbreaking takes place and shall continue until two years after project build-out, in order to effectively assess the effects of development activity. Any violation of Chapter 17-3, F.A.C., shall require corrective measures by the Developer as set forth by DEP. The following shall apply:

(a) Sampling locations shall be determined in cooperation with Pasco County, DEP, SWFWMD and TBRPC.

(b) All water quality analytical methods and procedures shall be thoroughly documented and shall comply with EPA/DEP quality control standards and requirements.

(c) The monitoring results shall be submitted to Pasco County, DEP and SWFWMD. Should the monitoring indicate that applicable state water quality standards are not being met as a result of project impacts, the violation shall be reported to Pasco County, DEP and SWFWMD immediately and all construction within the sub-basin(s) where the violation is noted shall cease until the violation is corrected. If, the specific construction activities can be identified as causing the violation, all such activity shall cease until the violation is corrected in accordance with applicable agency procedures.

d. The applicant shall assure that no contamination of the underlying aquifer(s) shall occur as a result of sinkhole and/or borrow pit discharge. The specific techniques to be utilized toward this end shall be approved by Pasco County, DEP, and SWFWMD, and may include filling with clean fill, adequate buffering, and specific maintenance activities. Observed sinkhole activity, along with the specific measures taken to assure consistency with this condition shall be included in each annual report. Agency approvals shall be sufficient to meet the Applicant's responsibility pursuant to this condition unless more stringent requirements are applicable under Pasco County's wellfield protection regulations. Observed sinkhole activity, along with the specific measures taken to assure consistency with this condition shall be included in each annual report.

e. The Applicant shall formulate guidelines for the maintenance of the Wesley Chapel Lakes golf course that include and address the limited use of herbicides, pesticides, and fertilizers, and include best management practices along with xeriscaping techniques. These guidelines shall be formulated and implemented prior to the opening of the Wesley Chapel Lakes golf course, and shall be subject to Pasco County, DEP and SWFWMD approval, and to TBRPC review and comment. Any change in the guidelines shall be approved by Pasco County, DEP and SWFWMD and shall be included in the annual report following the change.

f. Planning and development of this project shall conform to, and further, the rules and guidelines adopted by SWFWMD for the Northern Tampa Bay Water Use Caution Area.

3. Critical Habitat Preservation

a. The portions of Wesley Chapel Lakes which meet the definition of preservation and conservation areas, as defined in the TBRPC's Future of the Region ("FRCRPP") policies 10.1.2 and 10.3.1 are designated on Exhibit F attached and shall be designated on the Master Development Plan to be adopted by Pasco County.

b. In order to protect the natural values of preserved/conserved wetland areas, prior to project approval for each phase, the Applicant shall submit a wetland/lake management plan to TBRPC for review and to Pasco County, DEP and SWFWMD for approval. The plan shall address, but not be limited to, wetlands to be preserved, proposed wetland/lake alterations, control of exotic species, mitigation of lost wetlands, control of on-site water quality, and methods for wetlands restoration/enhancement. The wetland lake management plan may be approved as part of the master drainage plan.

c. No adverse hydroperiod alteration except for wetland restoration/enhancement shall be permitted in preservation areas as identified on the Master Development Plan approved by Pasco County. Natural annual hydroperiods, normal pool elevations and seasonal high water elevations shall be substantially maintained. Prior to commencement of development, the Developer must establish the baseline seasonal high and mean high water levels for selected preservation wetlands. Hydroperiod monitoring shall be required semiannually following commencement of development on the site in selected preserved wetlands and continuing for three years following build-out of the sub-basin surrounding each wetland monitored. The monitoring sites shall be selected in cooperation with Pasco County, SWFWMD, DEP and TBRPC. If it is apparent that preservation areas are being stressed due to project development activities, development activity shall cease until remedial measures have been taken to correct the hydroperiod imbalance. Such measures could include limitations on impervious surface, enlargement of natural buffer areas and increased upland retention of stormwater. The results of the monitoring shall be provided in each annual report.

d. The applicant shall provide a fifteen foot buffer zone around all preservation areas or a buffer zone required by appropriate state regulatory agencies, whichever is greater. In addition, a fifty foot buffer will be provided around the wetland that is identified by the Florida Game and Fresh Water Fish Commission ("FGFWFC") as a potential breeding habitat for the sandhill crane. No dredging, filling or development activities will be allowed within the preservation areas identified in Exhibit F, except attendant to road and infrastructure construction. No golf course improvements, construction, or maintenance may occur within buffer areas.

(1) All wetland losses shall require 1:1 in-kind wetland replacement or such mitigation rate as may be required by appropriate state regulatory agencies, whichever is greater. Mitigation for wetland losses shall be implemented prior to or concurrent with wetlands being disturbed.

(2) Existing wetlands which are permitted to be altered or eliminated should be used as donor material for revegetation of mitigation areas, where feasible.

(3) All mitigation areas and littoral shelves shall be monitored biannually for a period of four years from completion of the affected areas. Monitoring shall include species diversity, composition, and regeneration and exotic species encroachment

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control. Additional planting may be required to maintain an 85% survival of planted species at the end of three years from completion of the affected area.

e. 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 regulation

4. Flood Plains/Hurricane Protection

a. All current state, regional, and local standards for hurricane emergency shelters, including Rule 9-J2.0256, F.A.C., shall be met. The Developer shall either designate appropriate proposed project facilities (e.g. schools, hotels, clubhouses) as public hurricane shelters/host facilities off-site so as to mitigate the project's impacts on available shelter space. These designations/improvements shall be carried out subject to approval of appropriate public authorities. A report thereof shall be included in the first annual report following issuance of the first residential certificate of occupancy. Copies of any agreements to utilize project based facilities as hurricane shelters and/or to improve off-site host facilities as hurricane shelters and/or to improve off-site host facilities shall be forwarded to the TBRPC and DCA for review and informational purposes.

b. There shall be no net loss of hydrologic storage capacity within the 25-year floodplain as defined in all conceptual surface water management permit applications submitted to SWFWMD.

c. Base floor elevations for all habitable structures shall be at or above the 100-year floodplain elevation. All preliminary/site plan submittals shall show 100-year flood elevations.

d. All fill within the 100-year floodplain shall be compensated for by one to one mitigation as provided in 10.2.4, FRCRPP. There shall be no impervious surfaces, exclusive of at-grade infrastructure, constructed in the 25-year floodplain.

5. Soils

a. If new solution sinkholes or other solution features occur on-site or on contiguous properties, it is appropriate that a site-specific geological study be conducted by the Applicant to determine if and where future sinkholes could develop.

b. The measures to reduce soil erosion and fugitive dust air emissions, referenced on page 14-2 of the Application, shall be implemented at minimum.

c. The methods identified on page 14-2 of the Application used to overcome soil limitations shall be required, as appropriate.

6. Air Quality

a. An air quality analysis and mitigation plan shall be provided to, and approved by Pasco County, TBRPC, and DEP prior to any Phase I development of Wesley

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Chapel Lakes which shall include all transportation facilities meeting the criteria listed in Section B.1 of the DEP "Guideline for Evaluation the Air Quality Impacts of Indirect Sources" (1988), based upon a Phase I transportation analysis which is consistent with TBRPC policies.

b. Specific approval of Phases II through IV of Wesley Chapel Lakes, as proposed in the Application, shall be contingent upon further Chapter 380, Florida Statutes, as amended, air quality review and amendment of this development order to identify the air quality impacts of each phase and incorporation conditions for curing or mitigating those impacts.

c. In each annual report, the Developer shall submit to Pasco County and DEP 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, particularly if the Developer chooses to "pipeline" his entire proportionate share contribution to a single roadway improvement or set of improvements as outlined in Section E.11.d₂ (Option 3) of this development order to mitigate project impacts to the transportation network. Any roadway or intersection so identified shall be modeled for air quality exceedances of the applicable National Ambient Air Quality Standards, and the results conveyed to Pasco County and DEP in the annual report.

d. If either the above-described air quality modeling analyses predict any exceedances of the applicable National Ambient Air Quality Standards, the Developer shall develop a mitigation plan that describes how such exceedances can be reduced to acceptable levels. The mitigation plan will be subject to the review and approval of DEP. Verification of the effectiveness of the proposed mitigation strategies shall be provided by the modeling analysis included with the study described above in Section E.6. a. When appropriate, the annual report shall also contain documentation that the analysis was performed and mitigative measures implemented.

7. Historical and Archaeological Sites

Any historical or archaeological resources discovered during development activities of the Wesley Chapel Lakes project shall be immediately reported to the Florida Department of State Division of Historical Resources ("DHR") and treatment of such resources shall be determined in cooperation with the DHR, TBRPC and Pasco County. Treatment of such resources must be completed before resource -disturbing activities are allowed to continue. A description of the project's compliance with this condition shall be included in the subsequent annual reports, to be submitted for review to DHR, in addition to TBRPC and Pasco County.

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

a. Water and wastewater will be provided by Pasco County in accordance with Pasco County water use and sewer use ordinances. The Developer shall construct all water and wastewater facilities within the development to Pasco County standards current when application is made for connection, and in accordance with the Master Utility Plan and Utility Service Agreement. The owner of any on-site wells shall be responsible for their maintenance and operation.

b. Development of the project shall not lower delivery of water and wastewater utility service below the acceptable levels of service established in the Comprehensive Plan. Documentation of adequate capacity to service the project shall be obtained from Pasco County and shall be part of the annual report for the year in which application for service is made.

c. Disposal of commercial and industrial hazardous waste into sewer systems is prohibited except as provided by law.

d. Wesley Chapel Lakes sewer collection and transmission lines not required to be dedicated to Pasco County shall be monitored for leaks and ruptures. A homeowners association with assessment powers shall carry out the monitoring on a tri-annual basis. Faulty lines shall be repaired as quickly as possible.

e. An acceptable plan shall be submitted, to Pasco County for approval and to Tampa Bay Water (TBW), TBRPC, DER and SWFWMD for review, for the use of non-potable water on-site. The plan shall be completed and submitted prior to approval of construction plans. The plan shall include an implementation schedule. The Applicant shall encourage the use of the lowest quality water reasonably available and suitable for a given purpose in order to reduce the unnecessary use of potable water.

f. Water-saving devices shall be required in the project as mandated by the Florida Water Conservation Act (Section 553.14, Florida Statutes, 1985), and xeriscape shall be used in landscaping to the greatest extent feasible.

g. Wesley Chapel Lakes shall allow for easements for regional water supply facilities to TBW, if requested prior to submittal of the revised Master Development Plan. The location of such easements and the cost thereof shall be mutually agreed to between the Developer and TBW.

h. The project shall exclusively utilize utilities services provided by Pasco County so long as such services are adequate and available to service the project.

9. 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 thereof.

b. Development of the project shall not lower delivery of solid waste collection/disposal beyond the acceptable levels of service established in the Comprehensive Plan. Documentation of adequate disposal capacity to service the project shall be obtained from Pasco County and shall be part of the annual report for the year in which application for service is made.

c. The design of Wesley Chapel Lakes solid/hazardous waste storage and handling areas, if any, shall be based on the types and characteristics of waste. Any such facilities shall be located and constructed in a manner which minimizes negative impacts to the environment in accordance with, but not limited to, applicable regulations.

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d. The Developer shall provide documentation in each annual report that any hazardous wastes generated or used on-site are being handled pursuant to applicable rules and regulations.

e. Use of on-site collection and transfer facilities shall be limited to on-site generators.

f. 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.

g. The commercial/office areas shall provide to their associated businesses information that:

(1) Indicates the types of waste and materials that are considered to be hazardous and are to be stored or disposed of in specially designated containers;

(2) Describes construction requirements for hazardous waste holding areas; and

(3) Advises of applicable statutes and regulations regarding hazardous wastes and materials.

10. Energy

a. Where economically feasible the Developer should:

(1) Use energy alternatives, such as solar energy, resource recovery, waste heat recovery and co-generation;

(2) Use landscaping and building orientation to reduce heat gain; and

(3) Work with or designate an energy officer to establish energy policies, monitor energy use and encourage conservation for project businesses. Energy audits by Withlacoochee River Electric Cooperative may fulfill part of this requirement.

b. Wesley Chapel Lakes itself shall utilize, and shall encourage others to utilize:

(1) reduced levels of operation of all air conditioning, heating, and lighting systems during non-business hours;

(2) Advertising (other than entrance features) not requiring lighting after business hours; and

(3) Installed total energy systems where cost effective.

A report on the implementation of and participation in these and other energy programs shall be included in each annual report.

11. Transportation

a. Phase I Conditions: Specific approval of Phase I is subject to the following transportation conditions:

(1) ~~The "pipeline" mitigation procedure shall be pursued to accommodate Proportionate Share. Table A, attached hereto as Exhibit G, describes those roadways and intersections significantly impacted by Phase I of the DRI and the required improvements that need to be constructed to ensure maintenance of the adopted level of service for such roadways and intersections. Rule 9J-2.045, Florida Administrative Code, allows the County to elect one of several transportation mitigation alternatives in order for the Developer to mitigate the transportation impacts of Phase I. The Developer's Phase I of the DRI, including the payment by the Developer of its proportionate-share contribution for the roadway and intersection improvements identified in Table A. Rule 9J-2.045, Florida Administrative Code, allows the Developer's proportionate-share contribution to be applied to expeditiously construct one (1) or more of the roadway improvements identified in Table A. The Developer's proportionate share for Phase I Phase I, calculated in accordance with current adopted methods, procedures and policies of Pasco County, TBRPC, and DCA is \$3,435,000.00.~~

Rule 9J-2.0255, Florida Administrative Code, is Six Million Three Hundred Twenty-One Thousand Two Hundred Eighteen and 95/100 Dollars (\$6,321,218.95). The estimated cost of the Pipeline Project as defined herein is \$13,381,625.00.

(2) Mitigation. The requirements of this development order,² including those specifically described in this Section E.11.a.(2) below, have been determined to be the appropriate requirements to cure and mitigate the impacts of Phase I on regionally significant roadways within the project impact area. The approval of this mitigation/curing mechanism is based upon the project's impact on transportation facilities, the substantial public benefit to be gained by accelerating the design and construction of major public facilities, and its consistency with Pasco County, TBRPC and DCA policies regarding pipelining transportation impacts.

~~The Developer shall complete the improvements set forth in Section E.11.a.(2) regardless of cost. Completion of these improvements satisfies all transportation mitigation requirements for Phase I development.~~

~~(2) The Developer shall design, obtain permits for and construct the following improvements:~~

~~TABLE 1. PIPELINED IMPROVEMENTS~~

Project	Improvement	Cost*
1	S.R. 54 at C.R. 581—add left turn lane NB and signalize	\$55,000
2	Construct two lanes offset from existing two lanes of C.R. 581 from S.R. 54 south to the northern terminus of the portion of C.R. 581 required to be constructed by the Trout Creek development order.	\$3,246,987
3	S.R. 54 at C.R. 577—4 lane through the intersection of S. R. 54 and signalize	\$198,720
		\$3,500,707

~~*The costs include necessary design, permitting construction and inspection costs of these improvements and any mitigation construction required therefor. Pasco County shall provide all right of way required for these improvements and for necessary mitigation areas at no cost to the Developer.~~

~~(3) The Developer shall begin design of all pipeline projects immediately upon the expiration of the appeal period provided in Section 380.07, Florida Statutes, as amended. The Developer shall complete the design of all projects by June 30, 1991. The Developer shall commence construction by June 30, 1991 and shall complete all improvements by June 30, 1992.~~

~~(4) If at any time any of the pipeline improvements are not being designed and constructed in accordance with the time schedule set forth above, no further building permits or certificates of occupancy shall be issued, nor shall the Developer be permitted to continue any building constructions until such time as the Developer can demonstrate that the pipeline improvements are back on the above referenced schedule or are complete, or this development order is amended to change the schedule provided for herein.~~

(5) The Developer shall complete the Pipeline Project described below regardless of cost in accordance with the Development Agreement between the County and Developer dated **DECEMBER 6, 2002** (the "Development Agreement"). Except for modifications of the Development Agreement that materially modify Subsections E.11.a.(4), (5), (6) and (7) of this development order, modifications of the Development Agreement shall not require the submission of an NOPC Application by the Developer. Completion of the Pipeline Project satisfies all transportation mitigation requirements for Phase I development.

(3) Pipeline Project. The Developer and County agree that the transportation improvement obligations described in Subsections E.11.a.(4), (5), (6) and (7) below (the "Pipeline Project") will mitigate the transportation impacts of Phase 1. The Developer and the County have entered into the Development Agreement for the Pipeline Project.

(4) Design. The DEVELOPER, at DEVELOPER'S sole expense, and subject to the requirements of the FDOT Reevaluation Study defined below, shall design S.R. 56 as a four (4) lane divided rural cross-section (unless otherwise approved by FDOT) roadway, with a wide median (at least 74 feet wide unless otherwise approved by FDOT) to allow the addition of two (2) interior lanes after four (4) lanes of the roadway have been constructed for an ultimate six (6) lane roadway, together with on-site and off-site storm water management facilities, flood-plain mitigation, and wetland mitigation (collectively referred to herein as "Roadway Appurtenances"), to accommodate and satisfy all applicable permitting requirements for S.R. 56 as a six (6) lane divided rural cross-section (unless otherwise approved by FDOT) roadway, from C.R. 581 to the eastern boundary of the Project, including the necessary intersection improvements at C.R. 581/S.R. 56 and S.R. 56/Meadow Pointe Blvd. to accommodate such roadway. The DEVELOPER shall design and permit S.R. 56 in accordance with a FDOT Reevaluation Study, which DEVELOPER shall complete pursuant to FDOT and Federal Highway Administration (FHWA) standards prior to design and permitting of S.R. 56. DEVELOPER shall commence the FDOT Reevaluation Study within 180 days of approval of this Development Order. The FDOT Reevaluation Study, and any expenses associated with such reevaluation, shall be the sole responsibility of the DEVELOPER, and such expenses shall not be eligible for impact fee credits. DEVELOPER shall design S.R. 56 to accommodate the eventual continuation of S.R. 56 as a four (4) lane divided rural cross-section (unless otherwise approved by FDOT) roadway from the eastern boundary of the Project to Morris Bridge Road, expandable to six (6) lanes, and consistent with the FDOT PD&E or Reevaluation Study for such extension.

(5) Permitting. Developer shall permit for construction, consistent with the approved design, the construction of the first four (4) lanes of the roadway from C.R. 581 to the eastern boundary of the Project, including the necessary intersection improvements at C.R. 581/S.R. 56 and S.R. 56/Meadow Pointe Boulevard, and also including Roadway Appurtenances for the ultimate six (6) lane construction. DEVELOPER shall commence design and permitting within sixty (60) days after approval of the Reevaluation Study by FDOT and FHWA and acquisition of the right-of-way by the COUNTY as described in Section E.11.a.(6) below. The DEVELOPER shall complete design and permitting, including approval by FDOT, within one (1) year after commencing the design.

(6) Right-of-Way. The County shall negotiate for the acquisition, on terms acceptable to the County, of up to 250 feet of right-of-way for S.R. 56 and right-of-way for Roadway Appurtenances to accommodate S.R. 56 as a six (6) lane, divided rural cross-section (unless otherwise approved by FDOT) roadway, from C.R. 581 to the western boundary of DRI, including right-of-way for the necessary intersection improvements at C.R. 581/S.R. 56. The Developer shall deed to the County, within sixty

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(60) days of the completion and approval of sixty (60) percent design plans for the S.R. 56 project, up to 250 feet of right-of-way for S.R. 56 and right-of-way for Roadway Appurtenances to accommodate S.R. 56 as a six (6) lane divided rural cross-section (unless otherwise approved by FDOT) roadway, from the western boundary of DRI to the eastern boundary of DRI, including right-of-way to accommodate the necessary intersection improvements at S.R. 56/Meadow Pointe Boulevard. The right-of-way conveyed to the County shall be consistent with the approved design plans. The DEVELOPER further agrees, simultaneously with the conveyance referenced above, to deed to the COUNTY any additional right-of-way under the control of the DEVELOPER that is necessary for the construction of the Pipeline Project in accordance with the approved design plans.

(7) Construction. The Developer shall be responsible for constructing S.R. 56 as a two (2) lane offset roadway from C.R. 581 to the east boundary of the project, including all necessary Roadway Appurtenances for a six (6) lane, divided rural cross-section (unless otherwise approved by FDOT) roadway and including the necessary intersection improvements at C.R. 581/S.R. 56 and S.R. 56/Meadow Pointe Boulevard. Construction shall be in conformance with the approved design plans and permits and shall include all shoulders, striping, signalization, signage, medians, guardrails, handrails, pedestrian/bicycle facilities, mass transit stops, and other roadway-related facilities that the FDOT determines are needed for such roadway. Construction will occur as follows:

(i) From C.R. 581 to Meadow Pointe Boulevard, including the necessary intersection improvements at C.R. 581/S.R. 56 and S.R. 56/Meadow Pointe Boulevard. The Developer shall construct said roadway segment and intersection improvements at the Developer's sole expense. The Developer shall commence construction within ninety (90) days after County obtains the right-of-way as set forth in Subsection E.11.a.(6) above, or within ninety (90) days after the approval of the design and permitting as set forth in Subsections E.11.a.(4) and (5), whichever occurs later. The Developer shall complete construction within eighteen (18) months of the date of commencement.

(ii) From Meadow Pointe Boulevard to the eastern boundary of DRI. The Developer shall construct this roadway section at the Developer's sole expense. The Developer shall commence construction of this roadway section as necessary to serve development within the Project, and in any event by October 1, 2007. The Developer shall complete construction of this roadway segment by October 1, 2008.

(8) Other Site Related Required Improvements.

(i) Prior to the final plat approval by the Board of County Commissioners for the 735th dwelling unit and prior to preliminary/construction plan approval for any Phase 1 commercial entitlements, a contract to construct the north/south road, Meadow Pointe Boulevard, from S.R. 54 to the south boundary of the Project shall have been executed and a copy provided to Pasco County, together with a Disbursement Agreement between the Meadow Pointe III Community Development District (and such other community development districts as the County and the Developer determine to be appropriate) (the "District"), the County and the Trustee for the District

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that ensures that the Trustee is holding funds necessary to complete Meadow Pointe Boulevard in accordance with said contract, and that obligates the Trustee and the District to disburse said funds to pay for the completion of Meadow Pointe Boulevard as described in this Subsection. The Developer agrees to submit to the County and other applicable governmental agencies construction plans for the entire north/south road within thirty (30) days of approval of this Amended Development Order, and agrees to commence construction of the north/south road within one hundred twenty (120) days of receiving County and other applicable governmental agency approval of the construction plans.

(ii) Prior to the issuance of final plat approval by the Board of County Commissioners for the 1748th dwelling unit and prior to preliminary/construction plan approval for any commercial entitlements, construction of Meadow Pointe Boulevard as described in Subsection E.11.a.(8)(i) above shall have been completed and accepted by the County; the County shall have acquired all of the right-of-way for S.R. 56 in accordance with Subsection E.11.a.(6) above; the FDOT Reevaluation Study for S.R. 56 shall be completed and approved by FDOT and the FHWA; and the Disbursement Agreement exhibit to the Development Agreement shall have been executed.

(iii) Other Site Related Improvements. The Developer shall be responsible for constructing, at Developer's sole expense, those roadway and intersection improvements identified as required improvements by a transportation analysis to be performed by Developer, at Developer's expense, in accordance with the transportation methodology attached hereto as Exhibit H. The Developer shall complete said transportation analysis, identify the required improvements, and submit the analysis to the County within sixty (60) days of approval of this Amended Development Order. The Developer shall complete construction of the required improvements in a manner acceptable to the County prior to the date such improvements are required pursuant to the approved transportation analysis, and in any event prior to final plat approval by the Board of County Commissioners for the 1,748th dwelling unit and prior to preliminary/construction plan approval for any Phase 1 commercial entitlements.

(iv) The County and Developer acknowledge and agree that the improvements contemplated by this Subsection E.11.a.(8) are site-related improvements, and any Developer expenses for such improvements are not eligible for credit against impact fees or the Proportionate Share amount.

(9) Default.

If the Developer fails to meet any of the time frames set forth herein for the Pipeline Project, it shall be considered a default of this development order entitling the County to enforce the terms of the Development Agreement and Disbursement Agreement. Upon said default, or any other Developer default under the Development Agreement, Phase 1 development activities and the issuance of Phase 1 permits, certificates of occupancy, plats and other development approvals for any development beyond 1,747 dwelling units in Phase 1 shall cease until the Pipeline Project has been recommenced, or the default cured, to the satisfaction of the County. Upon any other default under this Development Order, Phase 1 development activities and the

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issuance of Phase 1 permits, certificates of occupancy, plats and other development approvals shall cease until the default has been cured to the satisfaction of the County. The Developer further agrees that it has no vested right in any development approval, plat or permit issued after an uncured event of default of this Development Order or the Development Agreement, and acknowledges and agrees that the County has the right to revoke any development approval, plat or permit issued after an uncured event of default of this Agreement.

(10) Alternate Pipeline Project. If the County is not able to negotiate for and acquire the right-of-way for the portion of the Pipeline Project from C.R. 581 to the western boundary of the DRI on terms acceptable to the County within ninety (90) days of the approval date of this Development Order, the County shall so notify the Developer, and the Developer shall be required to amend this development order to recalculate the Proportionate Share based on a revised transportation analysis and to identify additional or alternative pipeline improvements that have a total cost at least equal to the revised Proportionate Share. The Developer shall commence the revised transportation analysis no later than thirty (30) days after the the County notifies the Developer of its inability to acquire the right-of-way, and shall complete the revised transportation analysis, recalculate the Proportionate Share, and identify the additional or alternative pipeline improvements to the satisfaction of the County prior to final plat approval by the Board of County Commissioners for the 1,200th dwelling unit and prior to preliminary/construction plan approval for any Phase 1 commercial entitlements, unless otherwise approved by the County Development Review Committee. The Developer shall amend the development order to reflect the recalculated Proportionate Share and additional or alternative pipeline improvements prior to final plat approval by the Board of County Commissioners for the 1,748th dwelling unit.

(11) Force Majeure. In the event that the performance by the Developer of the commitments set forth in this development order shall be interrupted or delayed by war, riot, civil commotion or natural disaster, then the Developer shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Further, in the event that performance by the Developer of the commitments set forth in this development order shall be interrupted or delayed in ~~connections~~ connection with acquisition of necessary governmental approvals for the construction of the required improvement and which interruption or delay is caused through no fault of the Developer, then the Developer shall submit documentation regarding such event(s) to Pasco County and TBRPC for their review and concurrence. If such documentation shows that such event(s) have taken place, then the Developer shall be excused ~~from~~ 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~~ Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this development order.

(6)(12) Design Standards. All improvements shall be designed in a manner and to the standards normally used by the entity which will ultimately be responsible for the maintenance of the transportation facility.

(13) Payment of Impact Fees and Impact Fee Credits. The

Developer shall pay to Pasco County transportation impact fees and be eligible for transportation impact fee credits in accordance with the Development Agreement and this Development Order.

~~(8) In order for certificates of occupancy to be issued within the project prior to the commencement of design of the pipeline improvements, the Developer shall pay to Pasco County the transportation impact fees that would be payable to Pasco County as if this development order did not exist. As the Developer performs its pipeline requirements in accordance with this development order, as the same may be amended from time to time (14)~~

Zoning Conditions. Within the boundaries of Pasco County's jurisdiction, all conditions of the Master Planned Unit Development ("MPUD") and General Commercial zoning approved on October 21, 1985 and on December 12, 1989, as same has been or may be amended from time to time, then these funds, shall be repaid to the Developer, at the request of the Developer, as the Developer incurs costs for design and/or construction of the pipeline improvements. Once design of the improvements has commenced and the Developer adheres to the schedule in E.11.a.(3) above, the Developer shall not be required to pay transportation impact fees for Phase I development. The Developer shall receive impact fee credits in accordance with the Pasco County Transportation Impact Fee Ordinance.

~~Prior to approval of the first preliminary site plan, the developer shall submit to Pasco County for approval and execution an Escrow Agreement for dedication of that portion of the new S.R. 54 right of way within the project property described on Attachment 1 hereto.~~

~~Within the boundaries of Pasco County's jurisdiction, all conditions of the Master Planned Unit Development ("MPUD") and General Commercial zoning approved on October 21, 1985 and on December 12, 1989, shall remain in effect. If there is a conflict between these zoning conditions and the provisions of this Development Order or the Development Agreement, then the Developer shall file an application to amend the zoning conditions accordingly.~~

~~Except as provided in Section E.11.a.(8), the Developer shall not be required to pay transportation impact fees for Phase I development. Nothing herein, however, shall prohibit the Developer from applying for credits on a dollar basis against any transportation fee due for Phase II development for right of way dedications and/or transportation improvements, other than the pipeline improvements described in Section E.11.a.(8), in accordance with Pasco County Transportation Impact Fee Ordinance.~~

b.b. Transportation Systems Management. The Applicant shall prepare and implement a Transportation Systems Management ("TSM") program upon issuance of certificates of occupancy for Phase II development which will divert a number of vehicle trips from the PM peak hour which is consistent with the assumptions used to prepare the Phase II traffic analysis. The plan shall be reviewed by Pasco and Hillsborough Counties, the Hillsborough Area Regional Transit Authority, the Pasco MPO, the TBRPC and DOT, as appropriate.

The TSM program shall include a yearly assessment of the actual achievement of vehicle trips diverted from the peak hour as a result of the TSM measures. This assessment shall also include sufficient and appropriate documentation for all diversions claimed as a result of implementation of each TSM measure. Results of the TSM program shall be included in the annual report.

If the annual report indicates that the total trip diversions identified in the Application are not being met, Pasco County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), Florida Statutes, as amended, and amend the development order to change TSM objectives and/or require additional roadway improvements. The results of the TSM study may serve as a basis for the Developer or reviewing agencies to request development order amendments.

In addition, this TSM program shall be developed in cooperation with DOT, the Pasco and Hillsborough MPOs, the Hillsborough Area Regional Transit Authority and TBRPC. This program shall seek to implement and will be measured by the TSM objectives and policies set forth in the Florida Transportation Plan and shall include, but not be limited to:

"Policy: Promote ridesharing by public and private sector employees.

OBJECTIVES:

- Increase urban area peak hour automobile occupancy rates by 10% by 1995 through expanded ridesharing efforts.
- Increase peak hour occupancy rates for transit and other high occupancy vehicles by 20% by 1995."

(c) Traffic Monitoring. Phase I of the development shall not be allowed to generate more than 1,977 inbound and 1,339 outbound p.m. peak-hour trips for the total of 3,316 p.m. peak-hour trips. 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 trips, pursuant to the following paragraph, for the already built portion of development and the calculated p.m. peak-hour external inbound and outbound trips to be generated by the proposed preliminary plan/preliminary site plan using the latest Institute of Transportation Engineers trip generation rates or rates as approved by Pasco County.

Prior to final plat approval for the 1,748th residential unit and prior to preliminary/construction plan approval for any Phase 1 commercial entitlements,
~~e. When certificates of occupancy have been issued for development generating 16,902 average daily vehicle trips (as determined by ITE rates), an annual monitoring program to provide p.m. peak-hour and daily traffic counts at the project entrances shall be instituted to verify that~~
neither the total projected number of external trips (3,316) nor total inbound trips (1,977) nor outbound trips (1,339) are exceeded for the development are not exceeded. Counts will continue on an annual basis through build-out. This information shall be supplied in each required annual report. If an annual report is not submitted within 30 days of its due date, or if the annual report indicates that the total trips exceed projected counts by more than 15%, Pasco County shall conduct a substantial deviation determination and may amend this development

order to change or require additional roadway improvements. The results of the study may also serve as a basis for the Developer or reviewing agencies to request development order amendments.

If the variance is determined to be a substantial deviation, the revised transportation analysis required pursuant to Subsection 380.06(19), Florida Statutes, as amended, will be based upon results of the monitoring program and agreements reached at another transportation methodology meeting to be held prior to the preparation of the new analysis.

d. Conceptual Approval. Phases II through IV of Wesley Chapel Lakes, as proposed in the Application, are conceptually approved and are subject to review pursuant to Chapter 380, Florida Statutes, as amended, of the transportation impacts of each phase and shall require a development order amendment to identify the impacts of each phase and to establish the conditions for mitigating or curing these impacts consistent with the Florida Statutes and Rules in effect at the time each Phase receives specific approval.

e. Chancey Road Right-of-Way.

~~e. Wesley Chapel Lakes shall coordinate the refinement of its Master Development Plan with the DOT Project Development and Environmental Study (Preliminary Design and Engineering Study) for the new S.R. 54 alignment. Pasco County shall conduct a substantial deviation determination if Wesley Chapel Lakes' future access to the realigned S.R. 54 is substantially different from that which is depicted in the master site plan proposed in the Application.~~

~~f. Within 60 days after the time that the final design for new S.R. 54 is 60% complete, Pasco County may request the Developer to dedicate up to a 250-foot wide right-of-way therefor through the project in a generally E-W direction. The Developer shall convey such right of way within 180 days after any such timely request, based upon a legal description and survey therefor provided by Pasco County. The Developer shall be given a credit in Phase II or subsequent phases against its transportation impact fees and/or proportionate share contribution (or similar exaction) to the extent that its right-of-way dedication exceeds 80 feet in width, as such credits are authorized pursuant to Pasco County ordinance. If such credits are not authorized by Pasco County ordinance, then the Developer shall not be required to donate right of way in excess of 80 feet in width.~~

g. Pasco County may, within 180 days after the effective date of this development order Amended and Restated D.O. Conditions, advise the Developer of its choice for the proposed alignment for Chancey Road Extension. If the Developer is timely advised of such a proposed alignment, then the Developer shall reserve in its Master Development Plan 140 feet of right-of-way to accommodate the proposed alignment of Chancey Road Extension. The Developer may delete this right-of-way reservation upon the earlier to happen of either of the following:

(1) Failure of Pasco County within ~~ten years~~five years after the effective date of this development order Amended and Restated Development Order Conditions to include construction of the Chancey Road Extension within its five year

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transportation improvement program, or

(2) Failure of Pasco County within fifteen ~~ten~~ years after the effective date of this development order Amended and Restated Development Order Conditions to have awarded a contract to build the Chancey Road Extension.

The Developer shall dedicate up to 140 feet of right-of-way for the Chancey Road Extension within 180 days of the County's written request. The Developer shall be given a credit in Phase II or subsequent phases against its transportation impact fees and/or proportionate share contribution (or similar exaction) to the extent that its right-of-way contribution exceeds 120 feet, as such credits are authorized pursuant to Pasco County ordinance. If such credits are not authorized by Pasco County ordinance, then the Developer shall not be required to donate right-of-way in excess of 120 feet in width.

12. Recreation ~~f.~~ Access Management:

~~a. Development of the project shall not lower delivery of parks and recreation services below the acceptable levels of service established in the Comprehensive Plan.(1)~~ Prior to any site plan approval along S.R. 54, or after the time that the final design for the improvements to S.R. 54 is 60% complete, whichever occurs sooner, the County may request that the Developer deed to the County up to 55 feet of right-of-way (for a total of 105 feet of right-of-way from the centerline) along S.R. 54 for the length of the project, and the Developer shall convey such right-of-way within 180 days after such request based upon a legal description and survey therefore provided by Pasco County.

~~b. For Phase I of the development, the Developer shall locate a 45.2-acre suitable park site within 225 days from the date of approval of this development order. Said park site shall be in a location along the eastern boundary of the project with suitable access to new S.R. 54 and shall be acceptable to, and approved by, the County, and such approval shall not be unreasonably withheld. The 42.5-acre park site shall be conveyed to the County within 24 months from the date of approval of this development order. This donation, plus the payment of Fifty and 00/100 Dollars (\$50.00) per residential unit (payable at the time of platting), shall mitigate all impacts for recreation for the first 4,520 residential units; provided, however, that in the event the County increases recreation or park impact fees after the adoption of this development order and the capital component of said fee (excluding land acquisitions costs) exceeds Fifty and 00/100 Dollars (\$50.00) per lot, then the Developer or its assigns agrees, for each building permit of the 4,520 residential units issued after such increase, to pay to the County, at the time of the building permit issuance, the difference between Fifty and 00/100 Dollars (\$50.00) and the then-existing capital component of the increased impact fee. For units after 4,520, the Developer shall pay the then-imposed impact fee. No additional land will be required to be donated by the Developer. Designated recreation and open space areas on the Wesley Chapel Lakes site shall be held inviolate against diversion to other uses.(2)~~

Vehicular access to the two C-2 General Commercial zoned areas along S.R. 54 that are not within the MPUD Master Planned Unit Development rezoning shall be limited to one access each on S.R. 54, subject to FDOT approval. Access to the Meadow Pointe Boulevard road shall be considered at the time of the site plan review.

e- 12. Recreation

The Developer shall dedicate 47.3 acres for a park site by August 23, 2002. These 47.3 acres shall consist of a 45.2-acre-park site tract in the location depicted as Parcel U/V on the MPUD Master Planned Unit Development Master Plan together with an additional 2.1 upland acres as full mitigation for any and all wetlands on the primary park site tract in a location to the west of and contiguous to the primary park site and reasonably acceptable to the County. In the event that additional acreage is required by the County, the Developer agrees to dedicate to the County up to an additional 9.5 upland acres to the west of and contiguous to the 47.3 acre parcel in a location reasonably acceptable to the County. If such additional acreage is required by the County, the County shall make such election, and the developer shall make such dedication no later than July 23, 2004. The dedications required in this paragraph shall be eligible for credits against the land portion of the parks and recreation impact fee at the time of dedication, subject to the requirements of the Parks and Recreation Impact Fee Ordinance. For purposes of parks and recreation impact fee credits the acreage donated shall be valued at Seventeen Thousand and 00/100 Dollars (\$17,000.00) per acre.

Further, the Developer agrees to dedicate to the County fifteen (15) acres to the west of and contiguous to the 47.3-acre park site for a proposed championship-level tennis facility and stadium (tennis facility) no later than October 31, 2007. The dedication for the tennis facility shall not be eligible for parks and recreation impact fee credits. If construction of the tennis facility has not been commenced by or before October 31, 2007, then the 15-acre site shall revert to the developer, unless the County has requested that such site be dedicated to the County for parks and recreation purposes as set forth below.

The County may request at any time prior to October 31, 2007, that the developer dedicate the 15-acre tennis-facility site for parks and recreation purposes, and the developer agrees to comply with such request. Such dedication shall be eligible for credit against the land portion of the parks and recreation impact fee at the time the dedication is made for parks and recreation purposes, and at a value of \$17,000 per acre, subject to the requirements of the Parks and Recreation Impact Fee Ordinance.

Unless specified otherwise herein, all dedications required by this condition shall be completed within thirty (30) days of the Developer receiving a written request for such dedication and shall be free and clear of all encumbrances that prevent use of the dedicated areas for parks and recreation purposes, and free and clear of all assessments and liens, including but not limited to, assessments and liens imposed by the Community Development District with jurisdiction over the park sites.

Public park and recreational facilities shall be accessible to the elderly, handicapped and economically disadvantaged.

~~d. The master homeowners' association shall be responsible for maintenance of all privately owned recreation and open space areas within the project and Pasco County shall be responsible for all such publicly owned areas.~~

13. Educational Facilities

a. The Applicant shall reserve a 15-acre school site. The site shall be approved by the Pasco County School Board prior to any final site plan approval for Wesley Chapel Lakes.

b. All school sites shall be conveyed to Pasco County School Board by fee simple title transfer.

1. Health Care

Wesley Chapel Lakes is encouraged to set aside an appropriate amount of its proposed commercial and office development for health-care related establishments, including primary-care physician offices and a health clinic.

15. Fire and Police Protection

a. Pasco County shall provide fire, police and EMS services to the development. Prior to the issuance of building permits, the Applicant shall demonstrate that service to the development will not result in a lowering of any level of service below the acceptable levels established by Pasco County policies. Pasco County reserves the right to have the Applicant contribute a prorata share of all capital improvements/facilities necessary to offset the impact of the development including the payment of any impact fees which may be enacted by the Commission.

b. Wesley Chapel Lakes shall be subject to the provisions of a fire protection/emergency medical service impact fee ordinance should such an ordinance be enacted by the Commission.

c. Wesley Chapel Lakes shall be designed and constructed to meet or exceed state and local fire codes and regulations. The height of buildings allowed in Wesley Chapel Lakes shall not exceed that appropriate for the available water pressure and fire flows or exceed the reach of available fire-fighting equipment. Prior to the issuance of building permits, the Applicant shall provide assurance that functioning fire hydrants, in sufficient number and appropriate locations to accommodate fire-fighting operations, will be provided.

16. Housing

a. The development has compatible densities with neighboring jurisdictions. Any amendment to the Master Development Plan shall maintain compatible densities with neighboring jurisdictions.

b. Wesley Chapel Lakes shall encourage the development of some living units (with a varying number of bedrooms) as accessible units for the handicapped.

c. Each annual report shall include updated information on the actual prices and rents of housing units constructed relative to the then-current Department of Housing and Urban Development affordable housing guidelines.

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d. Wesley Chapel Lakes, in its marketing efforts, shall promote a broad range of services to meet the needs of the project's anticipated residential mix.

e. In order to ensure that people will find adequate housing opportunities reasonably accessible to their places of employment, the Developer shall, prior to Phase II approval, conduct an analysis of the housing needs to be created by the development and determine the availability of adequate housing proximate to or otherwise reasonably accessible to the development. This analysis and determination shall be accomplished using a methodology approved by the DCA. If such analysis indicates that the development will create a substantial need for adequate housing that is not being provided by other residential development proximate to the development or if such an analysis indicates that the development would not substantially further the creation of adequate housing opportunities reasonably accessible to places of employment, then the Developer shall prepare a Housing Affordability and Implementation Plan ("HAIP") and adopt the HAIP as an amendment to this development order. The HAIP shall comply with the goals and standards established in FRCRPP, the Comprehensive Plan, and all applicable rules and policies established by the state land planning agency prior to the commencement of the development.

At a minimum, the HAIP shall contain:

- (1) Specific provisions for off-site housing within proximate distance of the development.
- (2) Specific mechanisms for HAIP implementation.
- (3) Provisions to ensure continued adequacy of units provided.
- (4) Monitoring provisions.
- (5) Location and placement of adequate housing units.
- (6) An assessment of the HAIP and its relationship to the local comprehensive plan in regard to the need for adequate housing.

In addition, the HAIP also contain:

- Proposed provisions for crediting the Developer for activities that address adequate housing opportunities.
- Proposed Developer incentives for providing adequate housing opportunities such as density bonuses, density transfers, alternative or expedited development review, or partial or full fee waivers.

f. ~~Areas comprising seventy percent of the~~ At least 1,000 residential

units of each phase of in Wesley Chapel Lakes shall be established exclusively as housing for elder persons as that term is defined by Section 760.29 Florida Statutes, (1989). The Developer shall comply with all federal and state statutes in establishing these deed restricted adult communities. Notwithstanding the above, elder person units may be converted to conventional single family or multi-family units without an amendment to this development order as follows:

<u>From</u> <u>Elder Units</u>		<u>To</u> <u>Conventional Units</u>
<u>3.0 units</u>	<u>=</u>	<u>1 single family unit</u>
<u>2.4 units</u>	<u>=</u>	<u>1 multi-family unit</u>
<u>1.56 units</u>	<u>=</u>	<u>1 villa unit</u>
<u>1.66 units</u>	<u>=</u>	<u>1 townhome unit</u>

17. Vegetation and Wildlife

a. In the event that any species listed in Sections 39-27.003-.005, F.A.C., are observed frequenting the site for nesting, feeding, or breeding, proper protection/mitigation measures shall be employed immediately in cooperation with the Florida Game and Fresh Water Fish Commission ("FGFWFC").

b. Prior to any development on the site, an appropriate upland preservation area shall be designated upon the Master Development Plan for Wesley Chapel Lakes for gopher tortoise habitat. This habitat area may be a joint use area with the review of FGFWFC. Other mitigative measures may be implemented with the consent of FGFWFC.

18. Entrepreneurship and Small Business

The Developer shall promote entrepreneurship and small and minority-owned business startups and provide for non-discriminatory employment opportunities within the development.

F. General Conditions

a. Potential buyers of Wesley Chapel Lakes property shall be informed as may be required by Florida law of the property's potential for subsidence prior to closure of the purchase.

b. Commercial uses in residential areas of Wesley Chapel Lakes shall be limited to nodes pursuant to Pasco County's "Local Guidelines for Commercial Uses."

c. Any outstanding amounts for initial review by TBRPC shall be paid with 15 days after proper, detailed, billing. Payment for any future activities of the TBRPC with regard to this development including, but not limited to, monitoring of enforcement actions, shall be paid to the TBRPC by the Developer in accordance with the DRI Fee Schedule.

d. Excess infrastructure capacity constructed to serve later phases of the development shall be at the Developer's risk and shall not vest later phase development rights.

G. Procedures

1. Monitoring

a. Monitoring of this development shall be by the Department at the time of the annual report submittal and by the DRC during review of the development approvals.

b. The Developer shall provide an annual report on DCA Form BLWM-07-85 to the Department, the TBRPC, and the DCA or their successor agencies, on December 19, the anniversary date of final adoption, of each year during the term of this development order.

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

d. Should the Developer divest himself of all interest in Wesley Chapel Lakes prior to the expiration of this development order, the Developer shall, subject to approval by Pasco County, designate the successor entity to be responsible for preparation of the annual report.

2. Amendment/Substantial Deviations

a. Proposed or necessary changes to this development order must undergo a substantial deviation determination by the Commission. Application to amend any provision of this development order shall be made on DCA Form BRM-08-86 ("Notice of a Proposed Change to a Previously Approved Development of Regional Impact") and shall be provided by the Developer to the TBRPC, DCA, and to Pasco County. Reviews shall be carried out pursuant to the provisions of Section 380.06(19), Florida Statutes, as amended, prior to implementation of such changes.

3. Notice of Adoption.

a. A notice of Adoption of this Resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), Florida Statutes, as amended.

b. The Clerk of the Commission shall return a signed certified copy of this development order and Notice of Adoption to the Department. The Department shall then send out the copies of each document to the DCA and TBRPC, and to attorneys of record in

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these proceedings.

H. 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 said section, subsection, sentence, clause, or provision, and shall not be effected by such holding.

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

ATTORNEY

EXHIBIT C

Legal Description

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 34 lying North of the Northerly right-of-way line of Serickland Road and a portion of the Southeast 1/4 of Section 33, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north 89°55'06" west, 1833.08 feet along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Plat one as shown on Plat recorded in Plat Book 15, Pages 118 through 128 inclusive and the South boundary line of Fox Ridge-Phase two unit two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North 00°00'22" East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South 89°59'38" East, 261.58 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 148.67 feet along said Westerly boundary line; hence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 148.67 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence North 89°59'38" East, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 290.50 feet along said Westerly boundary line; thence North 89°59'38" West, 150.00 feet along said Westerly boundary line; thence North 00°00'22" East, 450.00 feet along said Westerly boundary line; thence North 02°34'00" East, 163.79 feet along said Westerly boundary line; thence North 07°03'20" West, 139.09 feet along said Westerly boundary line; thence North 19°22'38" West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 62.50 feet, a chord of 40.57 feet bearing North 38°30'17.9" East; thence 22.28 feet along the arc of a curve concaved to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 45°05'42.5" East, thence North 70°37'22" East, 221.95 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 221.95 feet along said Westerly boundary line; thence 22.28 feet along the arc of a curve concave to the right along said

Westerly boundary line, having a radius of 25.00 feet; a chord of 21.55 feet bearing North 83°50'58.8" West; thence 30.41 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 62.50 feet, a chord of 30.11 feet bearing North 72°15'37.1" West; thence North 19°22'38" West, 446.82 feet along said Westerly boundary line; thence North 70°37'22" East, 265.40 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 125.56 feet along said Westerly boundary line; thence North 19°22'38" West, 333.79 feet along said Westerly boundary line; thence North 71°20'47" East, 265.19 feet along said Westerly boundary line; thence North 19°22'38" West, 382.90 feet along said Westerly boundary line; thence 156.92 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 920.00 feet, a chord of 156.73 feet bearing north 75°30'33.1" East; thence North 70°37'22" East, 157.12 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 138.34 feet along said Westerly boundary line; thence North 00°20'59" East, 238.36 feet along said Westerly boundary line; thence South 77°04'41" West, 1159.01 feet along the Southerly boundary line of Fox Ridge Phase Two Unit Four as shown on Plat recorded in Plat Book 19, Pages 113, 114, and 115 of the Public Records of Pasco County, Florida; thence South 19°22'38" East, 159.35 feet along aforesaid Southerly boundary line; thence North 89°03'01" West, 190.00 feet along aforesaid Southerly boundary line; thence South 07°52'46" East, 264.78 feet along aforesaid Southerly boundary line; thence South 70°37'22" West, 155.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right, along aforesaid Southerly boundary line; having a radius of 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West; thence South 70°37'22" West, 60.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right along aforesaid southerly boundary line, having a radius of 25.00 feet, a chord of 35.36 feet bearing South 25°37'22" West; thence South 70°37'22" West, 173.30 feet along aforesaid Southerly boundary line; thence 141.39 feet along the arc of curve concaved to the right along aforesaid Southerly boundary line, having a radius of 417.94 feet, a chord of 140.72 feet bearing South 80°18'52" West; thence North 00°00'22" East, 978.93 feet along the West boundary line of said Fox Ridge Phase Two Unit Four; thence North 00°20'59" East, 3962.43 feet along aforesaid West boundary line and its North extension, also being the West boundary line of Fox Ridge Phase Two Unit Three and its North and South extension as shown on Plat recorded in Plat Book 19, Pages 42 through 45 inclusive of the public records of Pasco County, Florida; thence North 89°32'44" East, 1280.00 feet; thence North 00°23'46" East, 504.21 feet along the West boundary line of Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat Book 18, pages 61 through 64 inclusive of the public records of Pasco County, Florida; thence South 89°29'04" West, 397.71 feet;

thence North 00°23'46" East, 1433.31 feet to a point on the
 Southerly right-of-way line of County Road No. 54 as now
 established; thence North 64°23'47" West, 1331.53 feet along said
 southerly right-of-way line; thence South 00°03'51" West, 1200.29
 feet; thence South 00°26'12" West, 1321.74 feet along the
 approximate maintained centerline of Smith Road and its South
 extension is now established; thence South 89°31'38" West, 167.88
 feet; thence South 57°42'55" West, 337.80 feet; thence South
 62°34'40" West, 929.92 feet; thence South 19°39'09" West, 177.19
 feet to a point on the West boundary line of said Section 15;
 thence South 00°23'19" West, 3192.61 feet along the West boundary
 line of said Section 15 to the Southwest corner of said Section
 15, also being the Northwest corner of said Section 22; thence
 South 00°03'23" West, 3678.07 feet along the West boundary line of
 said Section 22; thence South 89°55'06" East, 270.00 feet; thence
 South 00°03'23" West, 1600.00 feet parallel to the West boundary
 line of said Section 22; thence South 00°15'55" West, 815.00 feet
 parallel to the West boundary line of said Section 27; thence
 North 89°55'06" West, 270.00 feet to a point on the West boundary
 line of said Section 27; thence South 00°15'55" West, 4472.16 feet
 along the West boundary line of said Section 27 to the Southwest
 corner of said Section 27, also being the Northwest corner of
 Section 34; thence South 00°10'16.5" West, 3969.28 feet along the
 West boundary line of said Section 34 also the East boundary line
 of said Section 33; thence North 89°53'20" West, 1340.04 feet;
 thence South 00°10'00" West, 1264.47 feet to a point on the
 Northerly right-of-way line of Strickland Road as now established;
 thence North 73°44'23" East, 185.90 feet along said Northerly
 right-of-way line; thence North 84°27'34" East, 68.25 feet along
 said Northerly right-of-way line; thence South 74°53'42" East,
 466.42 feet along said Northerly right-of-way line; thence North
 89°58'16" East, 502.09 feet along said Northerly right-of-way
 line, also being the South boundary line of said Section 33;
 thence North 63°12'07" East, 1182.47 feet along said Northerly
 right-of-way line; thence North 87°58'49" East, 1413.82 feet along
 said Northerly right-of-way line; thence South 76°37'16" East,
 2500.05 feet along said Northerly right-of-way line to a point on
 the South boundary line of the Southeast 1/4 of said Section 34;
 thence North 89°58'34" East, 579.61 feet along the South boundary
 line of the Southeast 1/4 of said Section 34 to the Southeast
 corner of said Section 34, also being the Southwest corner of said
 Section 35; thence North 89°54'26" East, 780.00 feet along the
 South boundary line of the Southwest 1/4 of said Section 35;
 thence North 00°09'14" East, 5285.57 feet parallel to the West
 boundary line of said Section 35 to a point on the North boundary
 line of said Section 35, also being a point on the South boundary
 line of said Section 26; thence North 00°15'13" East, 5281.395
 feet parallel to the West boundary line of said Section 26 to a
 point on the North boundary line of said Section 26, also being
 the Southeast corner of said Fox Ridge-Plat One; thence North
 89°58'09" West, 780.00 feet along the North boundary line of said
 Section 26, also being the South boundary line of said Fox
 Ridge-Plat One to the point of beginning. Subject to easements
 and rights-of-way of record.

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southerly right-of-way line of S.R. No. 54 (100' R/W); thence run S. 64°23'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 2149.990 acres more or less.

TOGETHER WITH:

IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA:

Section 33: The SW $\frac{1}{4}$ of SE $\frac{1}{4}$, and the E $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, and the triangular SE $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the triangular SW $\frac{1}{2}$ of S $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and that part of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ lying South of the road.

Section 34: That part of the S $\frac{1}{4}$ lying South of the road.

Containing 118 acres, more or less.

DRI #166 - WESLEY CHAPEL LAKES

DEVELOPER COMMITMENTS

The following are developer commitments set forth in the Application for Development Approval (ADA) and Sufficiency Response (SR) which shall be honored by the developer, except as they may be superseded by specific terms of the Development Order.

General Project Description

Most daily shopping, medical, and recreational needs will be provided on site and sensitively located and planned to meet the needs of project residents. Required handicapped standards will be met throughout the project as required by Pasco County. An internal pedestrian system is proposed linking these uses with the residential areas of the site. (SR, Pages 1-38, 1-39, Section 1.A.)

The developer will employ accepted transportation planning and engineering techniques in the site development of the tracts paralleling S.R. 54 in order to maximize the ease of ingress and egress while maintaining optimum levels of service. Every reasonable effort will be made to ensure compliance with the proposed access management plan for S.R. 54. (SR, Page 1-5, Section 1.A.)

The specific right-of-way width required for the realigned S.R. 54 will be worked out when the design is finalized. The applicant will work closely with FDOT at that time. (SR, Page 1-1, Section 1.F.)

The applicant will consider the possibility of incorporating child care facilities in the overall planning approach at the time of detailed site planning. (SR, Page 1-6, Section 1.A.)

ENVIRONMENTAL AND NATURAL RESOURCES

Air

Following finalization of the requested revisions to the Wesley Chapel Lakes transportation analysis, an air quality impact analysis will be conducted consistent with DER Guidelines. This analysis will be submitted as a separate report to THERPC and DER. (SR, Page 1-7, Section 1.A.)

Mitigation measures to offset air quality impacts will be developed in coordination with DER during the air modeling process if project-generated traffic is determined to degrade air quality to levels below ambient air quality standards. (SR, Page 1-5, Section 1.B.)

If the air quality impact analysis finds project-generated traffic to degrade air quality to levels below state and federal Ambient Air Quality standards, appropriate mitigative measures will be proposed to TBRPC and DER. (SR, Page 1-7, Section 1.A.)

If transportation and air analysis indicate the project will result in the violation of federal or state ambient air quality standards, measures to reduce congestion and facilitate traffic flow will be incorporated into the project (i.e., additional signalization or lineage on impacted roadways, mass transit system). (ADA, Page 13-3)

Land

In development areas where the water table will be lowered by implementation of the proposed drainage plan, natural hydroperiods and high and low water levels will be maintained in wetland areas. (ADA, Page 14-1)

Roadway soil conditions will be stabilized by using soil cement or by the placement of underdrains when necessary. (ADA, Page 14-1)

Temporary erosion control measures will be employed during project construction to minimize wind and water erosion. Dust control measures such as watering or the use of calcium chloride will be employed as needed. Permanent erosion control features such as permanent landscaping will be incorporated into the project at the earliest practicable time. (ADA, Page 14-2)

Soil borings will be taken in areas proposed for retention ponds or wastewater facilities and further testing will be conducted if warranted. Such facilities will not be constructed in areas determined to be unsuitable. (SR, Page 1-8, Section 1.A.)

Cut and fill analysis will be completed during the site engineering phases of development. (SR, Page 1-8, Section 1.A.)

Stormwater Best Management Practices will be implemented during construction to minimize soil erosion and any resultant degradation of receiving waters. (ADA, Page 22-5)

Water

Semi-annual (wet-season, dry-season) monitoring will be continued as performed in the baseline water quality study (ADA, Page 15-8), commencing with construction and continuing for two years following build-out of the project (SR, Page 1-2, Section 1.C.)

Only EPA approved herbicides, pesticides and fertilizers will be used on the golf course and associated development. Careful application of all chemicals and the surface water treatment/enhancement functions provided by on-site surface water treatment systems will prevent any significant impacts to the site's surface and groundwater quality. (SR, Page 1-10, Section 1.A.)

The application of approved fertilizers and/or pesticides will be completed by qualified grounds persons. (SR, Page 1-4, Section 1.C.)

The following surface water management features should provide adequate protection of the receiving ground and surface water quality:

1. The use of grassed swales for treatment and conveyance of urban stormwater runoff.
2. The incorporation of the site's existing on-site wetland areas into the water management system for retention as well as for treatment purposes.
3. The on-site retention of the first one-half inch of runoff or runoff from the first inch of rainfall, whichever is applicable.
4. The use of lakes to allow for surface water mixing and sedimentation of suspended solids prior to discharge.
5. The incorporation of a centralized wastewater collection system into the project to provide conveyance to an existing regional wastewater treatment plant. (ADA, Page 15-8)

No activities with the potential to degrade groundwater are anticipated on-site. The development is planned to be primarily residential, with no septic tanks. Proposed commercial activities will not generate hazardous wastes. (SR, Page 1-10, Section 1.A.)

During construction, wetlands will be protected by staking the perimeter with hay bales and the placement of turbidity screens. (SR, Page 1-11, Section 1.A.)

There will be no direct discharge of stormwater to sinkholes on site. (SR, Page 1-7, Section 1.B.)

Wetlands

Wetland impacts will be primarily limited to those resulting from proposed roadways and the golf course. The remaining wetlands, approximately 470 acres of wetlands, will generally be preserved. (SR, Page 1-12, Section 1.A.) (Developer clarification:...once established through final site plans for development pod, SWFWMD and ACOE jurisdictional determinations.)

Wetlands not proposed for impact as depicted on the master site plan have been designated as conservation or preservation areas. Additional wetland impacts on individual homeowner's lots are not anticipated. (SR, Page 1-3, Section 1.C.)

It is not the intent of the applicant to propose wetland impacts other than those generally illustrated on the conceptual Master Site Plan in individual development pods. Each development pod has been designed with areas adequate and necessary for the indicated development. (SR, Page 1-1, Section 1.D.)

Floodplains

No permanent structures in the development will be constructed below the 100-year flood levels. In areas where development will encroach upon the 100-year flood plain, compensation for lost storage of flood waters will be provided through additional storage in created lakes as detailed in the Master Drainage Plan. All finished floor elevations of buildings will be above the 100-year flood levels. (ADA, Page 17-1)

Prior to construction plans and permitting, the applicant will establish the 100-year base flood elevation as a requirement of the Conceptual Master Drainage Plan. (SR, 1-12, Section 1.A.)

Vegetation and Wildlife

The marsh where the Florida sandhill cranes were frequently observed will be preserved. (SR, Page 1-14, Section 1.A.)

Historical and Archaeological Sites

If any historical or archaeological resources are unearthed during construction, proper measures will be taken to notify the correct officials and construction activities will cease until the situation has been resolved (ADA, Page 19-1)

PUBLIC FACILITIES

Wastewater Management

Septic tanks are not planned for the project (ADA, Page 21-5)

Drainage

Treatment of stormwater runoff will occur by collection and filtration through excavated retention/detention systems (ADA, Page 22-1)

The post-development drainage system will utilize swales, storm sewer systems, culverts, and retention/detention lakes. It will also incorporate existing drainage swales, ditches and wetlands as much as possible. (ADA, Page 22-1)

These lakes will have filtration systems and weir structures and/or underdrain systems to maintain water levels, improve water quality and allow discharge at the appropriate pre-development rate. (ADA, Page 22-2)

All stormwater runoff will be directed via grassed swales and stormwater piping into retention/detention lakes. (ADA, Page 22-4)

Culverts at proposed road crossings will be utilized to maintain existing drainage patterns. (ADA, Page 22-5)

The stormwater management system proposed for Wesley Chapel Lakes will provide treatment of the required volume and will not commingle any untreated runoff. (SR, Page 1-15, Section 1.B.)

A homeowners' association(s) will be created which will assume the responsibility of maintaining the drainage system within residential areas. The golf course owners will maintain those systems inclusive of golf course acreage and Pasco County will be responsible for the park. (ADA, Page 22-6)

Water Supply

Non-potable water will be a combination of shallow irrigation wells and treated effluent. (SR, Page 1-5, Section 1.C.)

Sound engineering practices will be exercised during the design of the distribution systems to provide adequate fire protection even during times of heavy water usage within the development. This would include discerning the design flow and pressure requirements of the local fire-fighting authorities and performing numerical analyses of the proposed system to determine the appropriate line and pump sizes. (ADA, Page 23-5)

The potable water supply will be constructed by the developers, as each specific parcel of land is developed. (ADA, Page 23-4)

Solid Waste

The applicant will participate in any county-wide effort to recycle waste products. (SR, Page 1-22, Section 1.A.)

There is no industrial land use in the project, nor are there any land uses contemplated that will generate any industrial or hazardous wastes requiring special treatment. (ADA, Page 21-1.)

The developer intends to assure compliance with Chapter 84-223 Laws of Florida. (SR, Page 1-22, Section 1.A.)

Energy

Alternative energy sources will be used wherever feasible. (SR, Page 1-17, Section 1.B.)

The owner/applicant will encourage purchasers of individual development tracts to utilize construction techniques and building materials which can reduce the cost of construction, maintenance and energy consumption. (SR, Page 1-40)

Education

The applicant has generally agreed to reserve 15 acres for the Pasco County School Board to use as an elementary school site. (SR, Page 1-5, Section 1.B.)

The applicant and the School Board will be negotiating an elementary school site on Wesley Chapel Lakes property. (SR, Page 1-23, Section 1.A.)

An analysis of the estimated school tax and impact fee yield from Wesley Chapel Lakes during each phase of development, an estimate of the capital improvement costs that will be borne by the local government for installation of all public education facilities not provided by the developer and the availability of educational facility capacity for the students generated by Wesley Chapel Lakes at each phase of development, as needed, will be provided prior to DRI Final Report. (SR, Page 1-23, Section 1.A.) (Developer clarification: delete this commitment)

Recreation and Open Space

A letter from Pasco County providing the following information will be provided prior to the DRI Final Report.

- The County's intended improvements to the park site required to be donated by the developer on-site;
- The type of recreation activities anticipated to be accommodated at this park;
- When the park improvements are scheduled to be made by the County; and
- if there will be a reverter clause attached to the park site.
(SR, Page 1-24, Section 1.A.)

A property owners' association will be formed to maintain the lakes, buffers, cypress areas and recreation areas not dedicated to Pasco County. (ADA, Page 27-1)

Passive recreational areas as well as the County parkland have been designed with the needs of children, the elderly and handicapped in mind to encourage use by all age groups. (SR, Page 1-25, Section 1.A.)

Transportation

The responsibility of the developer to contribute to the cost of necessary transportation improvements is understood by the applicant. (SR, Page 1-20, Section 1.B.)

The developer is proposing to pipeline his proportionate share of necessary roadway improvements for Phase I only. (SR, Page 1-20, Section 1.B.)

Housing

The owner/applicant commits to cooperate in any analysis of housing needs to determine the availability of adequate housing in the impact area of the development. This effort will be coordinated with the Florida Department of Community Affairs (DCA) and Pasco County and will seek to identify the need for adequate housing exceeding that to be provided at Wesley Chapel Lakes. If such an analysis indicates that a substantial need for adequate housing exists, and that Wesley Chapel Lakes is not providing housing which meets this need, the owner/applicant shall further cooperate in the preparation of a Housing Affordability and Implementation Plan (HAIP) which complies with the goals and standards of the FRCRPP, approved Pasco County CLUP, and applicable rules and policies established by DCA prior to the commencement of development. It is anticipated that this commitment will also address the regional need for low-to-moderate income housing as defined by the Department of Housing and Urban Development. (SR, Page 1-39, Section 1.A.)

The gross residential densities of Wesley Chapel Lakes at build-out will be 2.1 dwelling units per acre (based on 2,150 acres and 4,520 units). (ADA, Page 32-3)

Commercial uses will not intrude into residential neighborhoods. (SR, Page 1-6, Section 1.A.)

Improvements made to parcels prior to sale to end users will include road surfacing, water and sewer systems, drainage systems, including the overall retention pond excavation detailed on Map G, electrical and phone connections. (ADA, Page 32-1)

[illegible]

10

DRI #166
 Wesley Chapel Lakes
 Preservation/Conservation

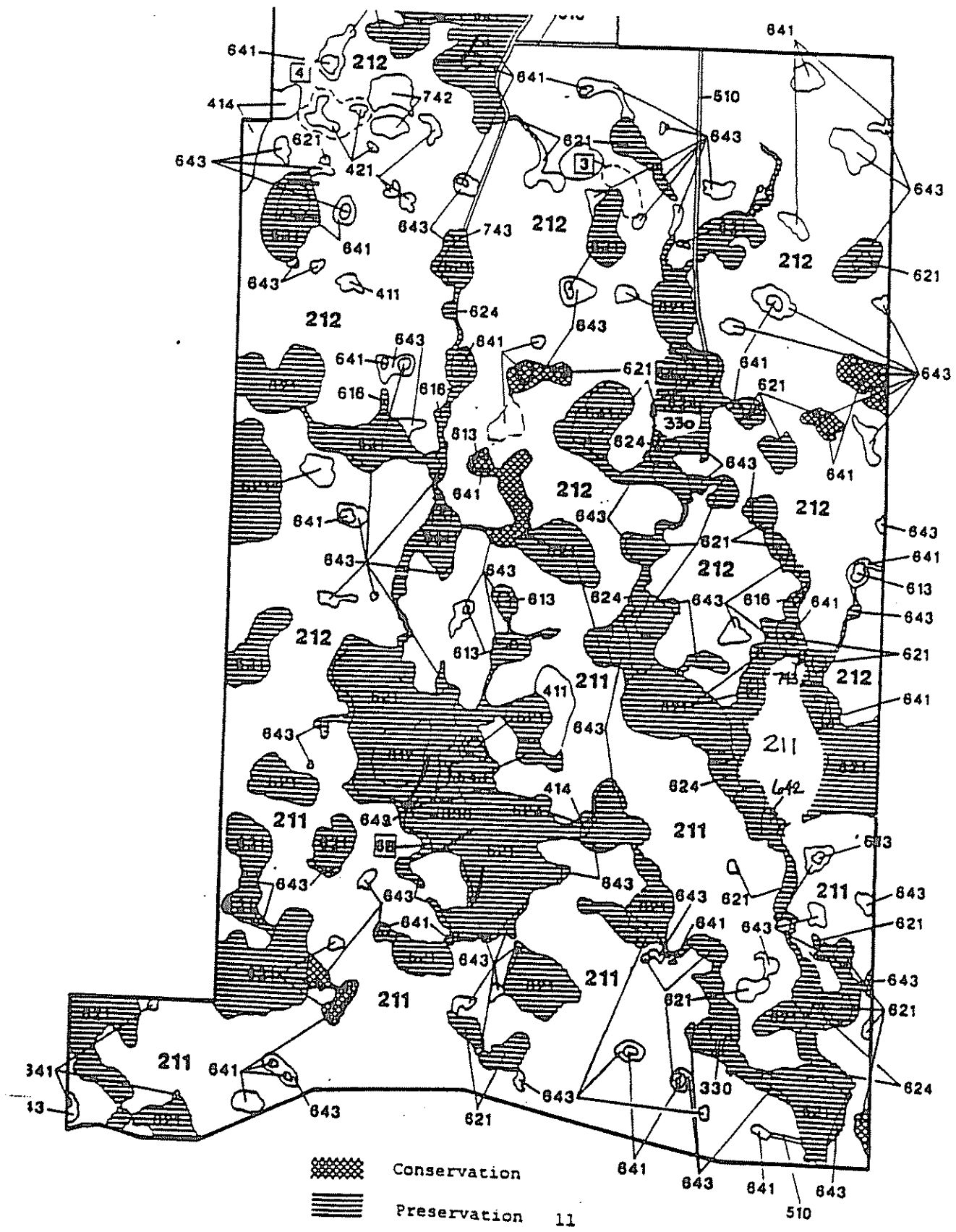


EXHIBIT G
TABLE A

WESLEY CHAPEL LAKES PHASE 1
ROADWAY PROPORTIONATE SHARE COSTS
(REVISED 10/1/01)

		Project Traffic		Total Traffic		RECD LANES		NEW CAPACITY		OLD FORMULA FAIR SHARE %		COST/MILE		LENGTH		OLD FORMULA FAIR SHARE COST	
		NB/EB	SB/MB	NB/EB	SB/MB	NB/EB	SB/MB	NB/EB	SB/MB	NB/EB	SB/MB	NB/EB	SB/MB	NB/EB	SB/MB	TOTAL	

INTERSECTION CR 581 @ COUNTY LINE RD. ADD SOUTHBOUND LEFT ADD EASTBOUND RIGHT	SR 54 @ 175 WEST RAMP RESTRIPE LANES & CHANGE SIGNAL	13.3	\$250,000	\$33,250.00	13.3	\$150,000	\$19,950.00	6.9	\$20,000	\$1,380.00	11.7	\$250,000	\$29,250.00	TOTAL	\$83,830.00	
	SR 54 @ 175 EAST RAMP ADD NORTHBOUND LEFT	11.7	\$250,000	\$29,250.00												

TOTAL PROPORTIONATE SHARE	\$6,237,388.95
ROADWAYS	\$83,830.00
INTERSECTIONS	\$6,321,218.95
TOTAL	

Mr. Bipin Parikh
September 17, 2002
Page 2

Additionally, a typical weekday 24 hour volume will be obtained on County Line Road east of CR 581 to identify the percentage of inbound/outbound traffic from 8:30 to 9:30 AM and from 3:00 to 4:00 PM to coincide with the Sand Pine Elementary school hours. These percentages will be applied to the estimated project ADT to represent the forecast project traffic during the non-peak school hours

Internal Capture

No internal capture will be assumed for the 1,747 residential units.

Modal Split

No modal split will be assumed for the 1,747 residential units.

Drive-By Capture Rates

No drive-by capture rates will be assumed for the 1,747 residential units.

Project Traffic Distribution

The project traffic will be distributed to the regional roadway system based on the RTA FSUTMS model results for the updated 2010 socio-economic data on the existing plus committed network. SR 56 from CR 581 to the project will not be included.

Buildout Date

The study will reflect a year 2010 buildout.

Study Area

The study area will be limited to the following locations:

- CR 581 at County Line Road
- CR 581 at Eronwood Boulevard
- County Line Road at Eronwood Boulevard
- County Line Road at Elementary School
- County Line Road at Mansfield Boulevard
- Beardsley Drive at Mansfield Boulevard
- 2 lane section of County Line Road from 4 lane section to Mansfield Boulevard

Background Traffic

The 2010 background traffic in the previous NOPC will be included with 100 percent buildout of Meadowpoint Phase I and II, or modifications deemed necessary by the staff.

Mr. Bipin Parikh
September 17, 2002
Page 3

The selected link procedure will be run with the Tranplan program to determine the project traffic on each roadway link. The project traffic will be subtracted from the total 2010 RTA FSUTMS model traffic to obtain the 2010 model data background traffic.

The background traffic for 2010 will be compared to the 1995 FSUTMS data to determine an annual growth rate for each roadway link in the study area. This growth rate will be applied to current AM and PM peak hour turning movement counts to estimate the year 2010 background traffic to be used in the analysis.

The 2010 network growth rates, TAZ data, and model network data will be submitted to the County for approval of those data directly affecting the STUDY AREA prior to being used.

INSERT # 1

Traffic Counts

Turning movement counts at each of the intersections included in the study area will be obtained from 7 to 9 AM and 4 to 6 PM except at the school driveways. The school driveways will be counted one hour before school begins in the morning and one half hour before and one half hour after school ends in the afternoon. The school has reported they begin at 9:30 AM and end at 3:30 PM. Traffic queues will be noted during the study to identify if demands exceed service.

Intersection Geometry/Analysis

Existing intersection geometry and turn lane lengths will be used in the analysis plus any additional improvements required to obtain an acceptable Level of Service for the background plus project traffic. All analysis will reflect existing traffic and forecast plus project traffic. Additionally, existing turn lane lengths, at existing and proposed intersections, will be analyzed to determine if adequate storage is provided. Queue analysis will not be restricted to data in the HCS analysis. INSERT # 2

Level Of Service Determination

All level of service analysis will be restricted to those locations in the Study Area. All analysis will reflect existing traffic and forecast plus project traffic. The peak hour peak direction capacities of the roadway links will be based on the capacities developed using the latest version of the FDOT ART-TAB/ART-PLAN software and Highway Capacity Manual procedures. Intersections will be analyzed utilizing the Highway Capacity Software Version 3.1C which is based on the methodology outlined in Chapters 15 and 16, Signalized and Unsignalized Intersections, respectively, of TRB Special Report 209, the 2000 Highway Capacity Manual. Queue analysis will not be restricted to data in the HCS analysis.

For roadway links and intersections, the background plus project traffic conditions will be analyzed within the study area. If the link and/or intersection is found to operate at or better than the adopted service level standard, then the analysis will be complete for that location. If it is found to operate below the adopted performance standard then the link and/or intersection will be analyzed with the proposed improvements to maintain the adopted level of service. INSERT # 3

Mr. Bipin Parikh
September 17, 2002
Page 4

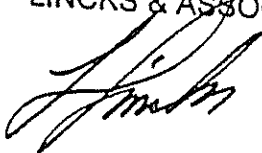
Required Improvements and Phasing

Improvements required to support the 1,747 dwelling units could possibly include, but are not limited to, added turn lanes, increased turn lane lengths, signalization, and construction of Meadow Point Boulevard from Beardsley Drive to SR 54. All required improvements to support the 1,747 dwelling units will be identified along with the number of units that can be constructed prior to the need for the improvement.

This proposed traffic methodology should reflect your requests. If you concur, please indicate by signing below to allow us to proceed.


Very truly yours,

LINCKS & ASSOCIATES, INC.


Ted F. Lincks, P.E.
President

TFL/cvc

Cc: Don Buck
Keith Bricklemyer


Approved by Pasco County/ Date
9/17/02

Insert # 1

No negative background growth will be allowed.

Insert # 2

**Existing analysis shall be performed separately to confirm the current conditions.
The current condition results shall be used to forecast the future conditions.**

Insert # 3

**Existing analysis shall be performed separately to confirm the current conditions.
The current condition results shall be used to forecast the future conditions.**

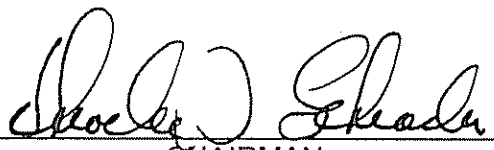
EXHIBIT 2

NOTICE OF ADOPTION OF AN AMENDMENT TO THE
DEVELOPMENT ORDER FOR THE WESLEY CHAPEL LAKES
DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. _____ dated _____, has adopted an amendment to the development order for a Development of Regional Impact known as Wesley Chapel Lakes (Resolution No.90-55). The above-reverenced development order constitutes a land development regulation applicable to the property described in Exhibit "C" 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 "C" nor actual constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.


CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

State of Florida)
County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged
before me this _____ day of _____, 20 ____.

Notary Public
State of Florida at Large
My Commission Expires: _____

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

BY: _____

ATTORNEY

Map H

Located in Original Development Order File

(Resolution No. 03-36)



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. P 306260500
RETURN RECEIPT REQUESTED

November 24, 1999

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

RE: Wesley Chapel Lakes - Development of Regional Impact #166
Development Order Amendment

Dear Mr. Meyer:

Enclosed please find a certified copy of the Wesley Chapel Lakes Development of Regional Impact, Development Order Amendment (Resolution No. 00-37), 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 November 16, 1999.

Sincerely,

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

Michael LaSala, AICP
Planner II

ML/ml

Enclosure

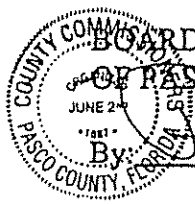
cc: Samuel P. Steffey II, Growth Management Administrator
File

**NOTICE OF THE ADOPTION OF AMENDMENT TO THE
DEVELOPMENT ORDER FOR THE WESLEY CHAPEL LAKES
DEVELOPMENT OF REGIONAL IMPACT**

Pursuant to the requirements set forth in Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 00-32 dated November 16, 1999, has adopted an amendment to the Development Order for the Wesley Chapel Lakes Development of Regional Impact, as amended. The above referenced Development Order constitutes a land development regulation applicable to the property described in Exhibit "A" attached hereto.


The Development Order and the Resolution amending the Development Order may be examined upon request at the Office of The Clerk to the Board of County Commissioners of Pasco County, Pasco County Courthouse, Dade City, Florida.

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

 **BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA**
By: [Signature]
Chairman

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing Notice of Adoption of Development Order was acknowledged before me this 16th day of November, 1999, by Pat Mulini, as Chairman of the Board of County Commissioners Of Pasco County, Florida, who is personally known to me, and who did not take an oath.

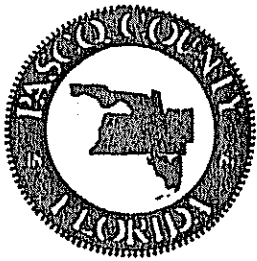
 [Signature]
Notary Public - Signature
[Signature]
Deputy Clerk

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

APPROVED
NOV 16 1999

By: _____

EXHIBIT "B" TO RESOLUTION



PASCO COUNTY, FLORIDA

PASCO COUNTY PLANNING DEPARTMENT
7432 LITTLE ROAD
NEW PORT RICHEY, FLORIDA 34654
(813) 847-8140

CERTIFIED MAIL
NO. P280 719 498

May 28, 1991

Marina Gonzalez-Pennington
Department of Community Affairs
DRI Section
2740 Centerview Drive
Tallahassee, Florida 32399-2100

Re: Wesley Chapel Lakes DRI Amendment

Dear Marina:

Please find attached a certified copy of Resolution 91-252 amending Resolution 90-55, the development order for Wesley Chapel Lakes Development of Regional Impact.

Sincerely,

A handwritten signature in cursive script that reads "Dean R. Neal".

Dean R. Neal
Senior Planner
DRI Coordinator

DRN/pm

Attachment

cc: Suzanne Cooper, AICP
Tampa Bay Regional Planning Council

Tim Johnson
Johnson, Blakely, Pope, Bokor & Burns, P.A.

mailed 5/29/91
received 5/30/91

BY COMMISSIONER H. Debrand

RESOLUTION NO. 91-252

RESOLUTION AMENDING THE DEVELOPMENT ORDER FOR
THE WESLEY CHAPEL LAKES DEVELOPMENT OF
REGIONAL IMPACT (RESOLUTION NO. 90-55).

WHEREAS, in accordance with Section 380.06, Florida Statutes, as amended, the Pasco County Board of County Commissioners (the "Commission") adopted a development order approving, with conditions, the Wesley Chapel Lakes Development of Regional Impact, by Resolution No. 90-55 (the "Development Order"); and

WHEREAS, LEE E. ARNOLD, JR., TRUSTEE ("Developer") has requested that the Commission approve a proposed change to the Development Order, which is not a substantial deviation.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session, duly assembled, this 14th day of May, 1991, that:

1. It has been determined that this amendment does not constitute a substantial deviation to the Wesley Chapel Lakes Development of Regional Impact as defined in Subsection 380.06(19), Florida Statutes. The presumption of a substantial deviation, applicable pursuant to Subsection 380.06(19)(e)3, Florida Statutes, has been successfully rebutted before this Board of County Commissioners.
2. Section E.11.a.(3) of the Development Order is hereby amended to read as follows:

(3) The Developer shall begin design of all pipeline projects immediately upon the expiration of the appeal period provided in Section 380.07, Florida Statutes, as amended. The Developer shall complete the design of all projects by June 30, ~~1991~~1992. The Developer shall commence construction by June 30, ~~1991~~ 1992 and shall complete all improvements by June 30, ~~1992~~1993.
3. This Resolution shall take effect immediately upon the expiration date of the appeal period provided in Section 380.07, Florida Statutes, as amended.
4. 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(15)(f), Florida Statutes, as amended.

5. The Clerk of the Board of County Commissioners of Pasco County shall return a signed certified copy of this Resolution and the Notice of Adoption described in paragraph 4 above to the Pasco County Planning and Zoning Department, which shall then send copies of each document to the Department of Community Affairs and the Tampa Bay Regional Planning Council, and to the attorneys of record in these proceedings.

DONE AND RESOLVED this 14th day of May, 1991.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: Jed Pittman
JED PITTMAN, CLERK

By: [Signature]

CHAIRMAN

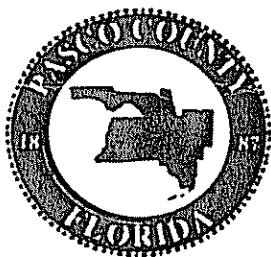
By: Elaine H. Mitchell, DC

APPROVED AS TO LEGAL FORM AND CONTENT
Office of County Attorney

By: [Signature]

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE ORIGINAL OF REC-
ORD IN MY OFFICE. WITNESSED BY ME AND THE COUN-
TY'S OFFICIAL SEAL THIS 22nd day of May, 1991
JED PITTMAN, CLERK TO THE BOARD
BY Elaine H. Mitchell, D.C.

051591 d-10
911\TAJ\29932ASRA1
81676



PASCO COUNTY, FLORIDA

GROWTH MANAGEMENT
DEVELOPMENT SERVICES ADM.
7432 LITTLE ROAD
NEW PORT RICHEY, FL 34654
(813) 847-8132

April 20, 1993

CERTIFIED MAIL P 146 931 999

Marina Gonzalez-Pennington
Dept. of Community Affairs
Bureau of State Planning
DRI Section
2740 Centerview Drive
Tallahassee, FL 32399-2100

RE: Wesley Chapel Lakes DRI Amendment

Dear Ms. Pennington:

Enclosed is a certified copy of Resolution 83-192; an amendment to the above referenced development order, and the requisite notice of adoption.

Sincerely,

Dean R. Neal
Senior Planner

DRN/ca

Certified cc:

Suzanne Cooper, AICP, Tampa Bay Reg. Planning Council (P 146 932 000)
Timothy Johnson, Johnson, Blakely, Pope, Bokor and Burns, P.A. (P146 932 001)

Enclosures

mailed 4/22/93
received 4/26/93

RESOLUTION AMENDING THE DEVELOPMENT ORDER FOR
THE WESLEY CHAPEL LAKES DEVELOPMENT OF
REGIONAL IMPACT (RESOLUTION NO. 90-55).

WHEREAS, in accordance with Section 380.06, Florida Statutes, the Pasco County Board of County Commissioners (the "Commission") adopted a development order approving, with conditions, the Wesley Chapel Lakes Development of Regional Impact, by Resolution No. 90-55, amended by Resolution No. 91-252 (the "Development Order"); and

WHEREAS, the Commission amended Resolution No. 90-55 on May 14, 1992, pursuant to Resolution No. 91-252 to extend the date for completing the design and commencing construction of all pipeline projects by one (1) year. (Resolution 90-55 together with Resolution No. 91-252, are referred to as the "Development Order"); and

WHEREAS, on June 17, 1992, LEE E. ARNOLD, JR., TRUSTEE ("Developer"), filed an application entitled "Notification of a Proposed Change to a Previously Approved Development of Regional Impact ("DRI") pursuant to Subsection 380.06(19), Florida Statutes" (the "NOPC") proposing to extend (i) the build-out dates of each phase and the project commencement and build-out by six years, eleven months, 15 days; (ii) the duration of the Development Order by six years, eleven months, 15 days; (iii) the time during which the development will not be subject to down-zoning, unit density reduction or intensity reduction through 2016; and (iv) extend the design completion date, construction commencement and completion of the pipeline improvements described in Section E.11.2 of the original Development Order (collectively hereinafter referred to as the "Proposed Amendments"); and

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

WHEREAS, the Commission held a duly noticed public hearing on the NOPC, and reviewed the referenced document, as well as all related testimony and evidence submitted by each party and members of the general public; and

WHEREAS, Section 380.06, Florida Statutes, requires that the Development Order be amended to reflect the Proposed Amendments described in the NOPC;

NOW, THEREFORE, BE IT RESOLVED by the Commission in regular session, duly assembled this 13th day of April, 1993, that:

1. Introduction. This Resolution shall constitute an amendment to the Development Order.

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

- A. The Development Order is a valid final development order within the provisions of Section 163.3167(8), Florida Statutes, affecting the property described on Attachment 1, attached hereto and incorporated herein (which is consistent with Exhibit "C" of Resolution No. 90-55, the original development order).
- B. Developer has proposed the following amendments to the Development Order:
 - 1. Extending the build-out dates of each phase and the project commencement and build-out by six years, eleven months, 15 days.
 - 2. Extending the duration of the Development Order by six years, eleven months, 15 days.
 - 3. Extending the time during which the development will not be subject to down-zoning, unit density reduction or intensity reduction through 2016.
 - 4. Extending the design completion date, construction commencement and completion of the pipeline improvements described in Section E.11.a.(2). of the original Development Order.
- C. A comprehensive review of the impacts generated by the Proposed Amendments, together with all previous amendments, has been conducted by Pasco County, Florida (the "County"), the Tampa Bay Regional Planning Council ("TBRPC") and the Department of Community Affairs, State of Florida ("DCA").
- D. The Proposed Amendments, together with all previous amendments, do not increase the external traffic impact of the development nor do they create additional impacts on other public facilities, including water, wastewater, drainage, solid waste, recreation and mass transit, from the original projections set forth in the Application for Development Approval ("ADA").

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

- A. Development in accordance with the Proposed Amendments will not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan applicable to the area.

- B. The Proposed Amendments are consistent with the land development regulations and the adopted local comprehensive plan.
- C. The Proposed Amendments, together with all previous amendments, do not create additional impacts to public facilities or any type of regional impact over those treated under the Development Order. The Proposed Amendments, therefore, do not constitute a "substantial deviation" from the Development Order, pursuant to Chapter 380.06, Florida Statutes.
- D. Nothing herein shall limit or modify the rights originally approved by the Development Order or the protection afforded under Section 163.3167(8), Florida Statutes.
- E. The Proposed Amendments are consistent with the provisions of Section 402, Pasco County Land Development Code, Concurrency Management System, and the development rights granted for Phase I by the Development Order, as amended hereby, remain vested thereunder.
- F. These proceedings have been duly conducted pursuant to applicable law and regulations, and based upon the record and these proceedings, the various departments of the County, and Developer are authorized to approve/conduct development as described herein.
- G. The review by the County, the TBRPC, and other participating agencies and interested citizens reveals that the Proposed Amendments do not create additional impacts on regionally significant natural resources, facilities and services beyond those previously reviewed in the ADA.

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

- A. Section C.4.b. of the Development Order is hereby amended as follows:

The approved development of regional impact shall not be subject to downzoning, unit density reduction, or intensity reduction prior to December 4, 2016, 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.

- B. Table 1 (Phasing Schedule) set forth in Section D.1.a. of the Development Order is hereby amended to read:

TABLE 1. PHASING SCHEDULE

	<u>Office (Sq.Ft.)</u>	<u>Commercial (Sq.Ft.)</u>	<u>Residential (Dwelling Units)</u>
Phase I (1990-2002)	100,000	150,000	1,750*
Phase II (2002-2007)	100,000	350,000	1,190*
Phase III (2007-2012)	100,000	350,000	950*
Phase IV (2012-2016)	93,200	311,800	630*
TOTALS	393,200	1,161,800	4,520

*Subject to the restrictions of Section E.16.f.

- C. Section D.2.b. of the Development Order is hereby amended to read:

The duration of the development order shall be a period of 26 years, eleven months, 15 days, expiring on December 4, 2016. The effective period may be extended by the Commission upon a showing of good cause. Application for such extension shall be made at least 60 days prior to the expiration date.

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

If physical development of the project has not commenced by December 4, 2000, the Commission shall determine, pursuant to Section 380.06(19), Florida Statutes, as amended, and the procedures outlined in Section G.2.a. hereof, whether the delay is a substantial deviation from the development order.

- E. Section E.11.a.(1) of the Development Order is hereby amended to read:

The "pipeline" mitigation procedure shall be pursued to accommodate the transportation impacts of Phase I. The Developer's proportionate share for Phase I, calculated in accordance with current

adopted methods, procedures and policies of Pasco County, TBRPC, and DCA is \$3,435,000.00.

The requirements of this development order, including those specifically described in Section E.11.a.(2), below, have been determined to be the appropriate requirements to cure and mitigate the impacts of Phase I on regionally significant roadways within the project impact area. The approval of this mitigation/ curing mechanism is based upon the project's impact on transportation facilities, the substantial public benefit to be gained by accelerating the design and construction of major public facilities, and its consistency with Pasco County, TBRPC and DCA policies regarding pipelining transportation impacts.

The Developer shall complete the improvements set forth in Section E.11.a.(2) regardless of cost. Completion of these improvements satisfies all transportation mitigation requirements for Phase I development.

- F. Section E.11.a.(3) of the Development Order is hereby amended to read:

The Developer shall complete the design of all pipeline projects by June 15, 1998. The Developer shall commence construction by June 15, 1998 and shall complete all improvements by June 15, 1999.

- G. Section E.11.a.(7) of the Development Order is hereby deleted.

- H. Section E.11.a.(8) of the Development Order is hereby amended to read:

In order for certificates of occupancy to be issued within the project prior to the commencement of design of the pipeline improvements completion of construction on E-R- 581, the Developer shall pay to Pasco County the transportation impact fees that would be payable to Pasco County as if this development order did not exist, which funds shall be invested at interest. As the Developer performs its pipeline requirements in accordance with this development order, as the same may be amended from time to time, then these funds, together with all interest earned by Pasco County, thereon, shall be repaid to the Developer, at the request of the Developer, as the Developer incurs costs for design and/or construction of the pipeline improvements. Once design of the improvements has commenced and the Developer adheres to the schedule in E.11.a.(3) above, the Developer shall not be required to pay transportation impact fees for Phase I develop-

ment. The Developer shall receive impact fee credits in accordance with the Pasco County Transportation Impact Fee Ordinance.

I. Prior to approval of the first preliminary site plan, the Developer shall submit to Pasco County for approval and execution an Escrow Agreement for dedication of that portion of the new S.R. 54 right-of-way within the project property described on Attachment 1, attached hereto.

J. Within the boundaries of Pasco County's jurisdiction, all conditions of the Master Planned Unit Development ("MPUD") and General Commercial zoning approved on October 21, 1985 and on December 12, 1989, as incorporated into the Development Order as Exhibit "E," shall remain in effect. If there is a conflict between these zoning conditions and the provisions of this Resolution, then the provisions of this Resolution shall prevail, provided, however, the same may be amended from time to time by the Commission in a manner consistent with the Development Order, as amended. The zoning conditions for this DRI are hereby amended to reflect the amendments approved herein.

K. Except as provided in Section E.11.a.(83), the Developer shall not be required to pay transportation impact fees for Phase I development. Nothing herein, however, shall prohibit the Developer from applying for receiving credits on a dollar basis against any transportation impact fee due for Phase II development for right-of-way dedications and/or transportation improvements, other than the pipeline improvements described in Section E.11.a.(83), in accordance with the Pasco County Transportation Impact Fee Ordinance.

5. Effective Date. This Resolution shall take effect immediately upon the expiration of all appeal periods adoption.

6. Notice of Adoption. A Notice of Adoption of this Resolution, in the form attached hereto and incorporated herein as Attachment 2, shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), Florida Statutes, as amended.

7. Certified Copies. The Clerk of the Commission shall return five (5) a signed certified copies copy of this Resolution and five (5) copies of the Notice of Adoption described in Section 6 above to the Pasco County Planning and Zoning

Department, which shall then send copies of each document to the DCA and the TBRPC, and to the attorneys of record in these proceedings.

DONE AND RESOLVED this 13th day of April, 1993.

ATTEST:

BOARD OF COUNTY
COMMISSIONERS OF PASCO
COUNTY, FLORIDA

By: Jed Pittman
JED PITTMAN, CLERK

By: [Signature]
CHAIRMAN

By: Elaine H. Mitchell, DC
APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

By: [Signature]
Attorney

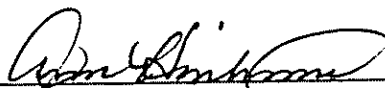
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NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER
FOR THE WESLEY CHAPEL LAKES DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 83-192 dated April 13, 1993, has adopted an amendment to the Development Order for a Development of Regional Impact known as Wesley Chapel Lakes (Resolution No. 90-55). The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit "C" 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.

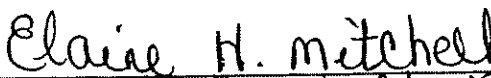
The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in above-mentioned Exhibit "C" nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.


ANN HILDEBRAND, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

State of Florida)

County of Pasco)

The foregoing Notice of Adoption of Development Order was acknowledged before me this 13th day of April, 1993.


~~Notary Public~~ Deputy Clerk
State of Florida at Large
My Commission Expires:

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

BY: 
ATTORNEY

wesley:gm

STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE WITH ME BY MYSELF AND I HAVE AFFIXED MY OFFICIAL SEAL THIS 13th day of April, 1993
JUDITH MITCHELL, CLERK TO THE BOARD
BY Elaine H. Mitchell D.C.

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 34 lying North of the Northerly right-of-way line of Strickland Road and a portion of the Southeast 1/4 of Section 33, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north 89°55'06" west, 1833.08 feet Along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Plat one as shown on Plat recorded in Plat Book 15, Pages 118 through 128 inclusive and the South boundary line of Fox Ridge-Phase two unit two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North 00°00'22" East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South 89°59'38" East, 261.58 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 148.67 feet along said Westerly boundary line; hence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 148.67 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 290.50 feet along said Westerly boundary line; thence North 89°59'38" West, 150.00 feet along said Westerly boundary line; thence North 00°00'22" East, 450.00 feet along said Westerly boundary line; thence North 02°34'00" East, 163.79 feet along said Westerly boundary line; thence North 07°03'20" West, 139.09 feet along said Westerly boundary line; thence North 19°22'38" West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 62.50 feet, a chord of 40.57 feet bearing North 38°30'17.9" East; thence 22.28 feet along the arc of a curve concaved to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 45°05'42.5" East, thence North 70°37'22" East, 221.95 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 221.95 feet along said Westerly boundary line; thence 22.28 feet along the arc of a curve concave to the right along said

EXHIBIT "C" TO RESOLUTION

Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 83°50'58.8" West; thence 30.41 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 62.50 feet, a chord of 30.11 feet bearing North 72°15'37.1" West; thence North 19°22'38" West, 446.82 feet along said Westerly boundary line; thence North 70°37'22" East, 265.40 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 125.56 feet along said Westerly boundary line; thence North 19°22'38" West, 333.79 feet along said Westerly boundary line; thence North 71°20'47" East, 265.19 feet along said Westerly boundary line; thence North 19°22'38" West, 382.90 feet along said Westerly boundary line; thence 156.92 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 920.00 feet, a chord of 156.73 feet bearing north 75°30'33.1" East; thence North 70°37'22" East, 157.12 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 138.34 feet along said Westerly boundary line; thence North 00°20'59" East, 238.36 feet along said Westerly boundary line; thence South 77°04'41" West, 1159.01 feet along the Southerly boundary line of Fox Ridge Phase Two Unit Four as shown on Plat recorded in Plat Book 19, Pages 113, 114, and 115 of the Public Records of Pasco County, Florida; thence South 19°22'38" East, 159.35 feet along aforesaid Southerly boundary line; thence North 89°03'01" West, 190.00 feet along aforesaid Southerly boundary line; thence South 07°52'46" East, 264.78 feet along aforesaid Southerly boundary line; thence South 70°37'22" West, 155.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right, along aforesaid Southerly boundary line; having a radius of 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West; thence South 70°37'22" West, 60.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right along aforesaid southerly boundary line, having a radius of 25.00 feet, a chord of 35.36 feet bearing South 25°37'22" West; thence South 70°37'22" West, 173.30 feet along aforesaid Southerly boundary line; thence 141.39 feet along the arc of curve concaved to the right along aforesaid Southerly boundary line, having a radius of 417.94 feet, a chord of 140.72 feet bearing South 80°18'52" West; thence North 00°00'22" East, 978.93 feet along the West boundary line of said Fox Ridge Phase Two Unit Four; thence North 00°20'59" East, 3962.43 feet along aforesaid West boundary line and its North extension, also being the West boundary line of Fox Ridge Phase Two Unit Three and its North and South extension as shown on Plat recorded in Plat Book 19, Pages 42 through 45 inclusive of the public records of Pasco County, Florida; thence North 89°32'44" East, 1280.00 feet; thence North 00°23'46" East, 504.21 feet along the West boundary line of Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat Book 18, pages 61 through 64 inclusive of the public records of Pasco County, Florida; thence South 89°29'04" West, 497.71 feet;

thence North 00°23'46" East, 1433.31 feet to a point on the Southerly right-of-way line of County Road No. 54 as now established; thence North 64°23'47" West, 1331.53 feet along said southerly right-of-way line; thence South 00°03'51" West, 1200.29 feet; thence South 00°26'12" West, 1321.74 feet along the approximate maintained centerline of Smith Road and its South extension is now established; thence South 89°31'38 West, 167.88 feet; thence South 57°42'55" West, 337.80 feet; thence South 62°34'40" West, 929.92 feet; thence South 19°39'09" West, 177.19 feet to a point on the West boundary line of said Section 15; thence South 00°23'19" West, 3192.61 feet along the West boundary line of said Section 15 to the Southwest corner of said Section 15, also being the Northwest corner of said Section 22; thence South 00°03'23" West, 3678.07 feet along the West boundary line of said Section 22; thence South 89°55'06" East, 270.00 feet; thence South 00°03'23" West, 1600.00 feet parallel to the West boundary line of said Section 22; thence South 00°15'55" West, 815.00 feet parallel to the West boundary line of said Section 27; thence North 89°55'06" west, 270.00 feet to a point on the West boundary line of said Section 27; thence South 00°15'55" West, 4472.16 feet along the West boundary line of said Section 27 to the Southwest corner of said Section 27, also being the Northwest corner of Section 34; thence South 00°10'16.5" West, 3969.28 feet along the West boundary line of said Section 34 also the East boundary line of said Section 33; thence North 89°53'20" West, 1340.04 feet; thence South 00°10'00" West, 1264.47 feet to a point on the Northerly right-of-way line of Strickland Road as now established; thence North 73°44'23" East, 185.90 feet along said Northerly right-of-way line; thence North 84°27'34" East, 68.25 feet along said Northerly right-of-way line; thence South 74°53'42" East, 466.42 feet along said Northerly right-of-way line; thence North 89°58'16" East, 502.09 feet along said Northerly right-of-way line, also being the South boundary line of said Section 33; thence North 63°12'07" East, 1182.47 feet along said Northerly right-of-way line; thence North 87°58'49" East, 1413.82 feet along said Northerly right-of-way line; thence South 76°37'16" East, 2500.05 feet along said Northerly right-of-way line to a point on the South boundary line of the Southeast 1/4 of said Section 34; thence North 89°58'34" East, 579.61 feet along the South boundary line of the Southeast 1/4 of said Section 34 to the Southeast corner of said Section 34, also being the Southwest corner of said Section 35; thence North 89°54'26" East, 780.00 feet along the South boundary line of the Southwest 1/4 of said Section 35; thence North 00°09'14" East, 5285.57 feet parallel to the West boundary line of said Section 35 to a point on the North boundary line of said Section 35, also being a point on the South boundary line of said Section 26; thence North 00°15'13" East, 5281.395 feet parallel to the West boundary line of said Section 26 to a point on the North boundary line of said Section 26, also being the Southeast corner of said Fox Ridge-Plat One; thence North 89°58'09" West, 780.00 feet along the North boundary line of said Section 26, also being the South boundary line of said Fox Ridge-Plat One to the point of beginning. Subject to easements and rights-of-way of record.

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southerly right-of-way line of S.R. No. 54 (100° R/W); thence run S. 64°23'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 2149.890 acres more or less.

BY COMMISSIONER_____ RESOLUTION NO. 00-37

RESOLUTION AMENDING DEVELOPMENT ORDER FOR THE
WESLEY CHAPEL LAKES DEVELOPMENT OF REGIONAL
IMPACT AND DETERMINING THAT THE PROPOSED
CHANGE DOES NOT CONSTITUTE A SUBSTANTIAL
DEVIATION TO THE APPROVED DEVELOPMENT ORDER.

WHEREAS, on December 19, 1989, the Board of County Commissioners of Pasco County (the "Commission") adopted a Development of Regional Impact Development Order approving, with conditions, the Wesley Chapel Lakes Development of Regional Impact by Resolution No. 90-55 (as amended, the "Development Order"); and

WHEREAS, the Development Order was amended by the Commission by Resolution No. 91-252, dated May 14, 1991; and by Resolution No. 93-192, dated April 13, 1993; and

WHEREAS, on July 2, 1999, Lee E. Arnold, Jr., Trustee ("Developer") filed a Notification Of A Proposed Change To A Previously Approved Development of Regional Impact ("NOPC"), pursuant to Section 380.06(19), Florida Statutes; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Commission in regular session duly assembled this 16th day of November, 1999, that:

1. Introduction. This Resolution shall constitute an amendment to the Development Order.

2. Findings. The Commission, having received all related comments, testimony and evidence submitted by each party and members of the general public, finds that there is clear and convincing evidence to support the following FINDINGS OF FACT:

- A. The Development Order is a valid final development order within the provisions of Section 163.3167(8), Florida Statutes, affecting the property described on Exhibit "A" attached hereto and incorporated herein.
- B. Developer has proposed to amend the Development Order to extend the design completion date, construction commencement and completion of the pipeline improvements described in Section E.11.a.3 of the original Development Order by three years, and to identify additional or alternative pipeline improvements as may be required.

3. Conclusions of Law. The Commission, having made the above findings of fact, reaches the following CONCLUSIONS OF LAW:

- A. Development in accordance with the proposed amendments will not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan applicable to the area.
- B. The proposed amendments are consistent with the land development regulations and the adopted local comprehensive plan.
- C. The proposed amendments, together with all previous amendments, do not constitute a "substantial deviation" from the Development Order, pursuant to Chapter 380.06, Florida Statutes.
- D. Nothing herein shall limit or modify the rights originally approved by the Development Order or the protection afforded under Section 163.3167(8),

Florida Statutes.

- E. These proceedings have been duly conducted pursuant to applicable law and regulations, and based upon the record and these proceedings, the various departments of the County, and Developer are authorized to approve/conduct development as described herein.
- F. The review by the County, the TBRPC, and other participating agencies and interested citizens reveals that impacts are adequately addressed pursuant to the requirements of Chapter 380, Florida Statutes.

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

- A. Section E.11.a(2) of the Development Order is hereby amended to add the following to "Table 1. Pipelined Improvements":

In that one or more of the improvements listed above may be completed or funded for completion by others prior to the Developer having commenced their design as required by the Development Order and subsequent 1991 (Resolution No. 91-252) and 1993 (Resolution No. 93-192) extension amendments, the Developer shall be required to identify additional or alternative pipeline improvements for approval by the County prior to commencing said design to ensure that the Developer's total pipeline improvements shall have a total cost at least equal to the total 1989 cost listed above, adjusted to present day dollars as of the time of design commencement.

B. Section E.11.a(3) of the Development Order is hereby amended to read as follows:

The Developer shall complete the design of all pipeline projects by June 15, 2001. The Developer shall commence construction by June 15, 2001, and shall complete all improvements by June 15, 2002.

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

6. Certified Copies. The County Attorney of Pasco County is hereby directed to render certified copies of this Order to the Developer, the Department of Community Affairs, Tampa Bay Regional Planning Council, and upon attorneys of record in these proceedings, and this Order shall be deemed rendered upon transmittal of copies of this Order to said parties.

7. Effective Date. This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED THIS 16th DAY OF November, 1999.



BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

By: Jed Pittman
JED PITTMAN, CLERK

By: Pat Miller
CHAIRMAN

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

APPROVED
NOV 16 1999

By: Robert D. Sumner
Attorney



STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE ORIGINAL OF REC-
ORD IN MY OFFICE. WITNESS MY HAND THE COUN-
TY'S OFFICIAL SEAL THIS 16th day of Nov 1999
JED PITTMAN, CLERK TO THE BOARD

BY: Donalee H. Hume

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 34 lying North of the Northerly right-of-way line of Strickland Road and a portion of the Southeast 1/4 of Section 33, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north 89°55'06" west, 1833.08 feet Along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Plat one as shown on Plat recorded in Plat Book 15, Pages 118 through 128 inclusive and the South boundary line of Fox Ridge-Phase two unit two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North 00°00'22" East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South 89°59'38" East, 261.58 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 148.67 feet along said Westerly boundary line; hence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 148.67 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 581.00 feet along said Westerly boundary line; thence South 89°59'38" East, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 60.00 feet along said Westerly boundary line; thence North 89°59'38" West, 125.45 feet along said Westerly boundary line; thence North 00°00'22" East, 290.50 feet along said Westerly boundary line; thence North 89°59'38" West, 150.00 feet along said Westerly boundary line; thence North 00°00'22" East, 450.00 feet along said Westerly boundary line; thence North 02°34'00" East, 163.79 feet along said Westerly boundary line; thence North 07°03'20" West, 139.09 feet along said Westerly boundary line; thence North 19°22'38" West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 62.50 feet, a chord of 40.57 feet bearing North 38°30'17.9" East; thence 22.28 feet along the arc of a curve concaved to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 45°05'42.5" East, thence North 70°37'22" East, 221.95 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 221.95 feet along said Westerly boundary line; thence 22.28 feet along the arc of a curve concave to the right along said

EXHIBIT "A" TO RESOLUTION

Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 83°50'58.8" West; thence 30.41 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 62.50 feet, a chord of 30.11 feet bearing North 72°15'37.1" West; thence North 19°22'38" West, 446.82 feet along said Westerly boundary line; thence North 70°37'22" East, 265.40 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 125.56 feet along said Westerly boundary line; thence North 19°22'38" West, 333.79 feet along said Westerly boundary line; thence North 71°20'47" East, 265.19 feet along said Westerly boundary line; thence North 19°22'38" West, 382.90 feet along said Westerly boundary line; thence 156.92 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 920.00 feet, a chord of 156.73 feet bearing north 75°30'33.1" East; thence North 70°37'22" East, 157.12 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 138.34 feet along said Westerly boundary line; thence North 00°20'59" East, 238.36 feet along said Westerly boundary line; thence South 77°04'41" West, 1159.01 feet along the Southerly boundary line of Fox Ridge Phase Two Unit Four as shown on Plat recorded in Plat Book 19, Pages 113, 114, and 115 of the Public Records of Pasco County, Florida; thence South 19°22'38" East, 159.35 feet along aforesaid Southerly boundary line; thence North 89°03'01" West, 190.00 feet along aforesaid Southerly boundary line; thence South 07°52'46" East, 264.78 feet along aforesaid Southerly boundary line; thence South 70°37'22" West, 155.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right, along aforesaid Southerly boundary line; having a radius of 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West; thence South 70°37'22" West, 60.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right along aforesaid southerly boundary line, having a radius of 25.00 feet, a chord of 35.36 feet bearing South 25°37'22" West; thence South 70°37'22" West, 173.30 feet along aforesaid Southerly boundary line; thence 141.39 feet along the arc of curve concaved to the right along aforesaid Southerly boundary line, having a radius of 417.94 feet, a chord of 140.72 feet bearing South 80°18'52" West; thence North 00°00'22" East, 978.93 feet along the West boundary line of said Fox Ridge Phase Two Unit Four; thence North 00°20'59" East, 3962.43 feet along aforesaid West boundary line and its North extension, also being the West boundary line of Fox Ridge Phase Two Unit Three and its North and South extension as shown on Plat recorded in Plat Book 19, Pages 42 through 45 inclusive of the public records of Pasco County, Florida; thence North 89°32'44" East, 1280.00 feet; thence North 00°23'46" East, 504.21 feet along the West boundary line of Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat Book 18, pages 61 through 64 inclusive of the public records of Pasco County, Florida; thence South 89°29'04" West, 497.71 feet;

thence North 00°23'46" East, 1433.31 feet to a point on the Southerly right-of-way line of County Road No. 54 as now established; thence North 64°23'47" West, 1331.53 feet along said southerly right-of-way line; thence South 00°03'51" West, 1200.29 feet; thence South 00°26'12" West, 1321.74 feet along the approximate maintained centerline of Smith Road and its South extension is now established; thence South 89°31'38" West, 167.88 feet; thence South 57°42'55" West, 337.80 feet; thence South 62°34'40" West, 929.92 feet; thence South 19°39'09" West, 177.19 feet to a point on the West boundary line of said Section 15; thence South 00°23'19" West, 3192.61 feet along the West boundary line of said Section 15 to the Southwest corner of said Section 15, also being the Northwest corner of said Section 22; thence South 00°03'23" West, 3678.07 feet along the West boundary line of said Section 22; thence South 89°55'06" East, 270.00 feet; thence South 00°03'23" West, 1600.00 feet parallel to the West boundary line of said Section 22; thence South 00°15'55" West, 815.00 feet parallel to the West boundary line of said Section 27; thence North 89°55'06" West, 270.00 feet to a point on the West boundary line of said Section 27; thence South 00°15'55" West, 4472.16 feet along the West boundary line of said Section 27 to the Southwest corner of said Section 27, also being the Northwest corner of Section 34; thence South 00°10'16.5" West, 3969.28 feet along the West boundary line of said Section 34 also the East boundary line of said Section 33; thence North 89°53'20" West, 1340.04 feet; thence South 00°10'00" West, 1264.47 feet to a point on the Northerly right-of-way line of Strickland Road as now established; thence North 73°44'23" East, 185.90 feet along said Northerly right-of-way line; thence North 84°27'34" East, 68.25 feet along said Northerly right-of-way line; thence South 74°53'42" East, 466.42 feet along said Northerly right-of-way line; thence North 89°58'16" East, 502.09 feet along said Northerly right-of-way line, also being the South boundary line of said Section 33; thence North 63°12'07" East, 1182.47 feet along said Northerly right-of-way line; thence North 87°58'49" East, 1413.82 feet along said Northerly right-of-way line; thence South 76°37'16" East, 2500.05 feet along said Northerly right-of-way line to a point on the South boundary line of the Southeast 1/4 of said Section 34; thence North 89°58'34" East, 579.61 feet along the South boundary line of the Southeast 1/4 of said Section 34 to the Southeast corner of said Section 34, also being the Southwest corner of said Section 35; thence North 89°54'26" East, 780.00 feet along the South boundary line of the Southwest 1/4 of said Section 35; thence North 00°09'14" East, 5285.57 feet parallel to the West boundary line of said Section 35 to a point on the North boundary line of said Section 35, also being a point on the South boundary line of said Section 26; thence North 00°15'13" East, 5281.395 feet parallel to the West boundary line of said Section 26 to a point on the North boundary line of said Section 26, also being the Southeast corner of said Fox Ridge-Plat One; thence North 89°58'09" West, 780.00 feet along the North boundary line of said Section 26, also being the South boundary line of said Fox Ridge-Plat One to the point of beginning. Subject to easements and rights-of-way of record.

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southerly right-of-way line of S.R. No. 54 (100' R/W); thence run S. 64°23'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 2149.890 acres more or less.



PASCO COUNTY, FLORIDA

Office Of The County Attorney

J. Ben Harrill, Esq.
County Attorney

December 28, 1989

Lisa C. Bennett, Esq.
Karla A. Stetter, Esq.
Brent E. Simon, Esq.
Roy K. Payne, Esq.

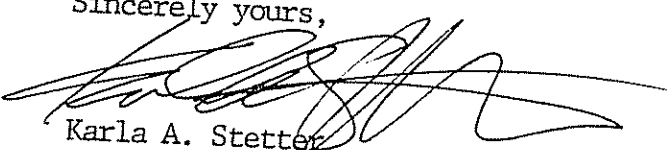
Julia Greene
Tampa Bay Regional Planning Council
9455 Koger Boulevard
St. Petersburg, FL 33702

Dear Ms. Greene:

Please find attached a resolution by the Pasco County Board of County Commissioners approving the Wesley Chapel Development of Regional Impact Development Order. This resolution was approved by the Board at the December 19, 1989 Commission meeting.

If you have any questions regarding this matter, please feel free to call me or Tammy B. Vrana at (813) 847-8132.

Sincerely yours,


Karla A. Stetter
Assistant County Attorney

KAS/jh

Attachment

cc: Tammy B. Vrana, Planner II
Timothy Johnson, Esquire
Gerald A. Figurski, Esquire

RECEIVED
DEC 29 1989

Tampa Bay Regional
Planning Council

RESOLUTION ADOPTING A DEVELOPMENT ORDER
APPROVING, WITH CONDITIONS, THE WESLEY CHAPEL
LAKES DEVELOPMENT OF REGIONAL IMPACT

WHEREAS, in accordance with Section 380.06, Florida Statutes, as amended, Lee E. Arnold, Jr., Trustee, has filed an application for development approval for a development of regional impact with the Pasco County Planning and Zoning Department (the "Department"); and,

WHEREAS, the Pasco County Board of County Commissioners (the "Commission") is the governing body having jurisdiction over the review and approval of developments of regional impact in accordance with Section 380.06, Florida Statutes, as amended; and

WHEREAS, the culmination of review pursuant to Section 380.06, Florida Statutes, requires the approval, approval with conditions, or denial of an application for development approval.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session, duly assembled, this 19th day of December, 1989, that:

The application for development approval for the Wesley Chapel Lakes development of regional impact is approved with conditions as set forth in the following development order, which is hereby adopted by the Pasco County Board of County Commissioners:

WESLEY CHAPEL LAKES DEVELOPMENT ORDER

A. General Findings of Fact

The Pasco County Board of Commission makes the following general findings of fact:

1. Lee E. Arnold, Jr., Trustee, (the "Applicant" or "Developer"), has filed in accordance with Section 380.06, Florida Statutes, as amended, an application for development approval for the Wesley Chapel Lakes development of regional impact and associated responses to request for additional information, the sum total of which shall be referred to as the "Application."

2. The nature, type, scope, intensity, density, costs, and general impact of the proposed development of regional impact are those which are summarized in Composite Exhibit A, the Application, and in attached Exhibit B, the specific findings of fact contained in pages two through five of the Tampa Bay Regional Planning Council ("TBRPC") DRI Final Report. Both Exhibits are incorporated into this development order by reference.

3. The real property encompassed by this proposed development of regional impact is owned by Lee E. Arnold, Jr., Trustee, and Pasco Heights Development Corporation. A description of the real property is attached hereto as Exhibit C and incorporated herein.

4. The Pasco County Future Land Use Map designations for the area subject to the Application are ROR (Residential/Office/Retail), RES-3 (Residential 3du/ga), and RES-9 (Residential 9 du/ga).

5. The zoning on the property which is subject to the Application is MPUD and General Commercial.

6. The Commission has received a notification from the TBRPC dated October 3, 1989, that the Applicant will not be submitting additional information and that the public hearing on the Application should be set.

7. Both the Pasco County Planning Commission (the "Planning Commission") and the Commission have scheduled and held public hearings on the Application on December 6, 1989, and December 19, 1989, respectively.

8. Notice of these hearings has been published in a newspaper of general circulation at least 60 days prior to the date set for the Commission hearing.

9. At these public hearings, all parties were afforded the opportunity to present evidence and argument on all issues, and to submit rebuttal evidence.

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

11. The Commission has received and considered the TBRPC DRI Final Report on the Application.

12. The Commission has received and considered the recommendation of the Planning Commission and various other reports and information including, but not limited to, the recommendation of the Department and the Development Review Committee (the "DRC").

B. Conclusions of Law

The Commission hereby finds that this development of regional impact:

1. Will not unreasonably interfere with the achievement of the objectives of the state land development plan applicable to the area encompassed by the Application.

2. Is consistent with the adopted Pasco County Comprehensive Plan (the "Comprehensive Plan").

3. Is consistent with local land development regulations.

4. Is consistent with the report and recommendations of the TBRPC.

5. The development is not in an area of critical state concern.

C. Approval Stipulations

1. Specific approval with conditions is granted for Phase I. Conceptual approval is granted for Phases II through IV. Specific approval of Phases II - IV shall require amendment of this development order after additional transportation and air quality analyses performed pursuant to the requirements of Section 380.06, Florida Statutes, as amended.

2. The requirements of and conditions contained in this development order shall regulate the development of the property described in Exhibit C. Following the adoption of this development order, all plans for development on this property shall be consistent with the conditions and restrictions recited herein. Such regulations and restrictions shall be binding upon all successors in interest to any such property.

If any activity takes place that does not comply with this development order or any provisions hereof are not complied with, all development shall cease until compliance with the provision in question is achieved. The Department may issue a notice of noncompliance to the Developer or may recommend that the Commission establish a hearing to consider such noncompliance.

3. All development specifically authorized by this development order shall be carried out as committed in the Application, unless otherwise modified by the provisions hereof.

a. Adverse impacts shall be mitigated as specified in the Application and in this development order.

b. The Developer's commitments set forth on pages 27-33 of the DRI Final Report (attached as Exhibit D) shall be honored by the Developer, except for those commitments which have been superseded by specific terms of this development order.

4. Development of Phase I as described in the Application shall also be governed by the standards and procedural provisions of the Comprehensive Plan in effect at the time of approval of this development order and the land development regulations of Pasco County in effect when application for preliminary site plan approvals is made.

a. All conditions of the MPUD and General Commercial zoning approved on October 21, 1986, and on December 12, 1989, shall remain in effect and are incorporated into this development order as Exhibit E. If there is a conflict with provision(s) of this development order, the more stringent provision(s) shall prevail.

b. The approved development of regional impact shall not be subject to downzoning, unit density reduction, or intensity reduction for 20 years from the date of adoption, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the development order have occurred, or that the development order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by local government to be essential to the public health, safety, or welfare.

D. Phasing and Duration

1. Phasing Schedule

a. Development of Wesley Chapel Lakes shall proceed in accordance with the phasing schedules stated in Table 1 below. A phase shall be considered complete upon issuance of the final building/construction permit for the final dwelling unit or commercial square footage for the phase.

TABLE 1. PHASING SCHEDULE

	Office (Sq. Ft.)	Commercial (Sq. Ft.)	Residential (Dwelling Units)
Phase I (1990 - 1995)	100,000	150,000	1,750*
Phase II (1995 - 2000)	100,000	350,000	1,190*
Phase III (2000 - 2005)	100,000	350,000	950*
Phase IV (2005 - 2009)	93,200	311,800	630*
TOTALS	393,200	1,161,800	4,520

*Subject to the restrictions of Section E.16.f.

b. Excess infrastructure capacity constructed to potentially serve later phases of the development shall be at the Developer's risk and shall not vest later phase development rights.

2. Duration

a. This development order shall take effect on December 19, 1989, the date of final adoption.

b. The duration of the development order shall be a period of 20 years, expiring on December 19, 2009. The effective period may be extended by the Commission upon a showing of good cause. Application for such extension shall be made at least 60 days prior to the expiration date. All extensions greater than five years shall be subject to a substantial deviation determination pursuant to Section 380.06(19), Florida Statutes, as amended.

3. Commencement of Development

If physical development of the project has not commenced by December 19, 1994, the Commission shall determine, pursuant to Section 380.06(19), Florida Statutes, as amended, and the procedures outlined in Section G.2.a. hereof, whether the delay is a substantial deviation from the development order.

4. Extension of Time

All time periods described in this development order shall be extended for the same period as any appeal of this development order shall be pending and unresolved.

E. Specific Conditions

1. Land Use and Master Plan

a. Land use types, intensities and locations shall be substantially as shown on the Master Development Plan dated May 23, 1989, or as subsequently modified pursuant to Section E.1.b., below.

b. A revised Master Development Plan that incorporates any revisions required pursuant to this development order shall be submitted to the Department for review and to DRC, TBRPC and DCA for a determination of compliance with this development order. This revised Master Development Plan shall be submitted within 45 days after the Department submits to the Developer the alignment of Chancey Road as described in Section

E.11.g. hereof, but in no event later than 225 days after the effective date hereof. No preliminary/preliminary site plan shall be approved until the revised Master Development Plan is submitted.

c. Prior to preliminary/preliminary site plan approval, the Developer shall submit for approval by the Pasco County Surveyor a recent (within six months) boundary survey of the project which has been certified by a Florida registered land surveyor and which is referenced to a minimum of three monuments tied to state plan coordinates by G.P.S. methods. Coordinates of the monuments shall be shown on the survey. Moreover, the monuments shall:

(1) Comply with the National Geologic Survey Data Base Standards and Chapter 21 HH-6 of the Florida Administrative Code ("F.A.C."); and

(2) Be unobstructed and accessible on a 24-hour basis, 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.

d. The Developer may use a land use trade-off mechanism based on the subject land uses generating equivalent impacts. This land use trade-off mechanism shall only be allowed for land uses assessed in the Application, must adequately mitigate for public facility impacts, and may be done only pursuant to an amendment to this development order.

e. All development shall be consistent with the Pasco County Land Use Regulations, as amended from time to time, as adopted pursuant to the Pasco County Comprehensive Plan.

2. Water Quality and Drainage

a. Development of the project shall not lower levels of service for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan.

b. A homeowner association with assessment powers shall be the entity responsible for the operation and maintenance of all on-site drainage facilities.

c. Prior to the issuance of any permits, the Master Drainage Plan for Wesley Chapel Lakes shall be submitted to Pasco County, the Florida Department of Environmental Regulation ("DER") and the TBRPC for review and to the Southwest Florida Water Management District ("SWFWMD") and Pasco County for approval. The following parameters shall be included in the Master Drainage Plan.

(1) The proposed stormwater management systems shall be designed, constructed, and maintained to meet or exceed Chapters 17-3, 17-25, 40D-4 and 40D-40, F.A.C., and the Pasco County stormwater management regulations. Treatment shall be provided by biological filtration, wherever feasible.

(2) Best management practices for reducing water quality impacts, as recommended by Pasco County and SWFWMD shall be implemented.

(3) In order to protect water quality in the Hillsborough River watershed, there shall be no degradation of water quality standards by stormwater exiting the site. Therefore, it is appropriate that the Developer provide for a semiannual surface water quality monitoring program. Due to the

pollution potential of the on-site borrow pits and sinkholes, a biannual groundwater monitoring program shall also be provided. These monitoring programs shall be instituted before ground-breaking takes place and shall continue until two years after project build-out, in order to effectively assess the effects of development activity. Any violation of Chapter 17-3, F.A.C., shall require corrective measures by the Developer as set forth by DER. The following shall apply:

(a) Sampling locations shall be determined in cooperation with Pasco County, DER, SWFWMD and TBRPC.

(b) All water quality analytical methods and procedures shall be thoroughly documented and shall comply with EPA/DER quality control standards and requirements.

(c) The monitoring results shall be submitted to Pasco County, DER and SWFWMD. Should the monitoring indicate that applicable state water quality standards are not being met as a result of project impacts, the violation shall be reported to Pasco County, DER and SWFWMD immediately and all construction within the sub-basin(s) where the violation is noted shall cease until the violation is corrected. If the specific construction activities can be identified as causing the violation, all such activity shall cease until the violation is corrected in accordance with applicable agency procedures.

d. The applicant shall assure that no contamination of the underlying aquifer(s) shall occur as a result of sinkhole and/or borrow pit discharge. The specific techniques to be utilized toward this end shall be approved by Pasco County, DER, and SWFWMD, and may include filling with clean fill, adequate buffering, and special maintenance activities. Observed sinkhole activity, along with the specific measures taken to assure consistency with this condition shall be included in each annual report. Agency approvals shall be sufficient to meet the Applicant's responsibility pursuant to this condition unless more stringent requirements are applicable under Pasco County's wellfield protection regulations. Observed sinkhole activity, along with the specific measures taken to assure consistency with this condition shall be included in each annual report.

e. The Applicant shall formulate guidelines for the maintenance of the Wesley Chapel Lakes golf course that include and address the limited use of herbicides, pesticides, and fertilizers, and include best management practices along with xeriscaping techniques. These guidelines shall be formulated and implemented prior to the opening of the Wesley Chapel Lakes golf course, and shall be subject to Pasco County, DER and SWFWMD approval, and to TBRPC review and comment. Any change in the guidelines shall be approved by Pasco County, DER, and SWFWMD and shall be included in the annual report following the change.

f. Planning and development of this project shall conform to, and further, the rules and guidelines adopted by SWFWMD for the Northern Tampa Bay Water Use Caution Area.

3. Critical Habitat Preservation

a. The portions of Wesley Chapel Lakes which meet the definition of preservation and conservation areas, as defined in the TBRPC's Future of the Region ("FRCRPP") policies 10.1.2 and 10.3.1 are designated on Exhibit F attached and shall be designated on the Master Development Plan to be adopted by Pasco County.

b. In order to protect the natural values of preserved/conserved wetland areas, prior to project approval for

each phase, the Applicant shall submit a wetland/lake management plan to TBRPC for review and to Pasco County, DER and SWFWMD for approval. The plan shall address, but not be limited to, wetlands to be preserved, proposed wetland/lake alterations, control of exotic species, mitigation of lost wetlands, control of on-site water quality, and methods for wetlands restoration/enhancement. The wetland lake management plan may be approved as part of the master drainage plan.

c. No adverse hydroperiod alteration except for wetland restoration/enhancement shall be permitted in preservation areas as identified on the Master Development Plan approved by Pasco County. Natural annual hydroperiods, normal pool elevations and seasonal high water elevations shall be substantially maintained. Prior to commencement of development, the Developer must establish the baseline seasonal high and mean high water levels for selected preservation wetlands. Hydroperiod monitoring shall be required semiannually following commencement of development on the site in selected preserved wetlands and continuing for three years following build-out of the sub-basin surrounding each wetland monitored. The monitoring sites shall be selected in cooperation with Pasco County, SWFWMD, DER and TBRPC. If it is apparent that preservation areas are being stressed due to project development activities, development activity shall cease until remedial measures have been taken to correct the hydroperiod imbalance. Such measures could include limitations on impervious surface, enlargement of natural buffer areas and increased upland retention of stormwater. The results of the monitoring shall be provided in each annual report.

d. The applicant shall provide a fifteen foot buffer zone around all preservation areas or a buffer zone required by appropriate state regulatory agencies, whichever is greater. In addition, a fifty foot buffer will be provided around the wetland that is identified by the Florida Game and Fresh Water Fish Commission ("FGFWFC") as a potential breeding habitat for the sandhill crane. No dredging, filling or development activities will be allowed within the preservation areas identified in Exhibit F, except attendant to road and infrastructure construction. No golf course improvements, construction, or maintenance may occur within buffer areas.

(1) All wetland losses shall require 1:1 in-kind wetland replacement or such mitigation rate as may be required by appropriate state regulatory agencies, whichever is greater. Mitigation for wetland losses shall be implemented prior to or concurrent with wetlands being disturbed.

(2) Existing wetlands which are permitted to be altered or eliminated should be used as donor material for revegetation of mitigation areas, where feasible.

(3) All mitigation areas and littoral shelves shall be monitored biannually for a period of four years from completion of the affected areas. Monitoring shall include species diversity, composition, and regeneration and exotic species encroachment control. Additional planting may be required to maintain an 85% survival of planted species at the end of three years from completion of the affected area.

e. 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.

4. Flood Plains/Hurricane Protection

a. All current state, regional, and local standards for hurricane emergency shelters, including Rule 9-J2.0256, F.A.C., shall be met. The Developer shall either

designate appropriate proposed project facilities (e.g. schools, hotels, clubhouses) as public hurricane shelters/host facilities or shall contribute to the improvement of such facilities off-site so as to mitigate the project's impacts on available shelter space. These designations/improvements shall be carried out subject to approval of appropriate public authorities. A report thereof shall be included in the first annual report following issuance of the first residential certificate of occupancy. Copies of any agreements to utilize project based facilities as hurricane shelters and/or to improve off-site host facilities shall be forwarded to the TBRPC and DCA for review and informational purposes.

b. There shall be no net loss of hydrologic storage capacity within the 25-year floodplain as defined in all conceptual surface water management permit applications submitted to SWFWMD.

c. Base floor elevations for all habitable structures shall be at or above the 100-year floodplain elevation. All preliminary/site plan submittals shall show 100-year flood elevations.

d. All fill within the 100-year floodplain shall be compensated for by one to one mitigation as provided in 10.2.4, FRCRPP. There shall be no impervious surfaces, exclusive of at-grade infrastructure, constructed in the 25-year floodplain.

5. Soils

a. If new solution sinkholes or other solution features occur on-site or on contiguous properties, it is appropriate that a site-specific geological study be conducted by the Applicant to determine if and where future sinkholes could develop.

b. The measures to reduce soil erosion and fugitive dust air emissions, referenced on page 14-2 of the Application, shall be implemented at minimum.

c. The methods identified on page 14-2 of the Application used to overcome soil limitations shall be required, as appropriate.

6. Air Quality

a. An air quality analysis and mitigation plan shall be provided to, and approved by, Pasco County, TBRPC, and DER prior to any Phase I development of Wesley Chapel Lakes which shall include all transportation facilities meeting the criteria listed in Section B.1 of the DER "Guidelines for Evaluating the Air Quality Impacts of Indirect Sources" (1988), based upon a Phase I transportation analysis which is consistent with TBRPC policies.

b. Specific approval of Phases II through IV of Wesley Chapel Lakes, as proposed in the Application, shall be contingent upon further Chapter 380, Florida Statutes, as amended, air quality review and amendment of this development order to identify the air quality impacts of each phase and incorporating conditions for curing or mitigating those impacts.

c. In each annual report, the Developer shall submit to Pasco County and DER 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, particularly if the Developer chooses to "pipeline" his entire proportionate share contribution to a single roadway

improvement or set of improvements as outlined in Section E.11.d. (Option 3) of this development order to mitigate project impacts to the transportation network. Any roadway or intersection so identified shall be modeled for air quality exceedances of the applicable National Ambient Air Quality Standards, and the results conveyed to Pasco County and DER in the annual report.

d. If either the above-described air quality modeling analyses predict any exceedances of the applicable National Ambient Air Quality Standards, the Developer shall develop a mitigation plan that describes how such exceedances can be reduced to acceptable levels. The mitigation plan will be subject to the review and approval of DER. Verification of the effectiveness of the proposed mitigation strategies shall be provided by the modeling analysis included with the study described above in Section E.6.a. When appropriate, the annual report shall also contain documentation that the analysis was performed and mitigative measures implemented.

7. Historical and Archaeological Sites

Any historical or archaeological resources discovered during development activities of the Wesley Chapel Lakes project shall be immediately reported to the Florida Department of State Division of Historical Resources ("DHR") and treatment of such resources shall be determined in cooperation with the DHR, TBRPC and Pasco County. Treatment of such resources must be completed before resource-disturbing activities are allowed to continue. A description of the project's compliance with this condition shall be included in the subsequent annual reports, to be submitted for review to DHR, in addition to TBRPC and Pasco County.

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

a. Water, wastewater, and reclaimed water services will be provided by Pasco County in accordance with Pasco County water use and sewer use ordinances. The Developer shall construct all water and wastewater facilities within the development to Pasco County standards current when application is made for connection, and in accordance with the Master Utility Plan and Utility Service Agreement. The owner of any on-site wells shall be responsible for their maintenance and operation.

b. Development of the project shall not lower delivery of water and wastewater utility service below the acceptable levels of service established in the Comprehensive Plan. Documentation of adequate capacity to service the project shall be obtained from Pasco County and shall be part of the annual report for the year in which application for service is made.

c. Disposal of commercial and industrial hazardous waste into sewer systems is prohibited except as provided by law.

d. Wesley Chapel Lakes sewer collection and transmission lines not required to be dedicated to Pasco County shall be monitored for leaks and ruptures. A homeowners association with assessment powers shall carry out the monitoring on a tri-annual basis. Faulty lines shall be repaired as quickly as possible.

e. An acceptable plan shall be submitted, to Pasco County for approval and to the West Coast Regional Water Supply Authority ("WCRWSA"), TBRPC, DER and SWFWMD for review, for the use of non-potable water on-site. The plan shall be completed and submitted prior to approval of construction plans. The plan shall include an implementation schedule. The

Applicant shall encourage the use of the lowest quality water reasonably available and suitable for a given purpose in order to reduce the unnecessary use of potable water.

f. Water-saving devices shall be required in the project as mandated by the Florida Water Conservation Act (Section 553.14, Florida Statutes, 1985), and xeriscape shall be used in landscaping to the greatest extent feasible.

g. Wesley Chapel Lakes shall allow for easements for regional water supply facilities to WCRWSA, if requested prior to submittal of the revised Master Development Plan. The location of such easements and the cost thereof shall be mutually agreed to between the Developer and WCRWSA.

h. The project shall exclusively utilize utilities services provided by Pasco County so long as such services are adequate and available to service the project.

9. 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 thereof.

b. Development of the project shall not lower delivery of solid waste collection/disposal beyond the acceptable levels of service established in the Comprehensive Plan. Documentation of adequate disposal capacity to service the project shall be obtained from Pasco County and shall be part of the annual report for the year in which application for service is made.

c. The design of Wesley Chapel Lakes solid/hazardous waste storage and handling areas, if any, shall be based on the types and characteristics of waste. Any such facilities shall be located and constructed in a manner which minimizes negative impacts to the environment in accordance with, but not limited to, applicable regulations.

d. The Developer shall provide documentation in each annual report that any hazardous wastes generated or used on-site are being handled pursuant to applicable rules and regulations.

e. Use of on-site collection and transfer facilities shall be limited to on-site generators.

f. 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.

g. The commercial/office areas shall provide to their associated businesses information that:

(1) Indicates the types of waste and materials that are considered to be hazardous and are to be stored or disposed of in specially designated containers;

(2) Describes construction requirements for hazardous waste holding areas; and

(3) Advises of applicable statutes and regulations regarding hazardous wastes and materials.

10. Energy

a. Where economically feasible the Developer should:

(1) Use energy alternatives, such as solar energy, resource recovery, waste heat recovery and co-generation;

(2) Use landscaping and building orientation to reduce heat gain; and

(3) Work with or designate an energy officer to establish energy policies, monitor energy use and encourage conservation for project businesses. Energy audits by Withlacoochee River Electric Cooperative may fulfill part of this requirement.

b. Wesley Chapel Lakes itself shall utilize, and shall encourage others to utilize:

(1) Reduced levels of operation of all air conditioning, heating, and lighting systems during non-business hours;

(2) Advertising (other than entrance features) not requiring lighting after business hours; and

(3) Installed total energy systems where cost effective.

A report on the implementation of and participation in these and other energy programs shall be included in each annual report.

11. Transportation

a. Specific approval of Phase I is subject to the following transportation conditions:

(1) The "pipeline" mitigation procedure shall be pursued to accommodate the transportation impacts of Phase I. The Developer's proportionate share for Phase I, calculated in accordance with current adopted methods, procedures and policies of Pasco County, TBRPC, and DCA is \$3,435,000.00.

The requirements of this development order have been determined to be the appropriate requirements to cure and mitigate the impacts of Phase I on regionally significant roadways within the project impact area. The approval of this mitigation/curing mechanism is based upon the project's impact on transportation facilities, the substantial public benefit to be gained by accelerating the design and construction of major public facilities, and its consistency with Pasco County, TBRPC and DCA policies regarding pipelining transportation impacts.

(2) The Developer shall design, obtain permits for and construct the following improvements:

TABLE 1. PIPELINED IMPROVEMENTS

<u>Project</u>	<u>Improvement</u>	<u>Cost*</u>
1	S.R. 54 at C.R. 581 - add left-turn lane NB and signalize	\$ 55,000
2	Construct two lanes offset from existing two lanes of C.R. 581 from S.R. 54 south to the northern terminus of the portion of C.R. 581 required to be constructed by the Trout Creek development order.	3,246,987
3	S.R. 54 at C.R. 577 - 4 lane through the intersection of S.R. 54 and signalize	198,720
TOTAL		<u>\$3,500,707</u>

*The costs include necessary design, permitting construction and inspection costs of these improvements and any mitigation construction required therefor. Pasco County shall provide all right-of-way required for these improvements and for necessary mitigation areas at no cost to the Developer.

(3) The Developer shall begin design of all pipeline projects immediately upon the expiration of the appeal period provided in Section 380.07, Florida Statutes, as amended. The Developer shall complete the design of all projects by June 30, 1991. The Developer shall commence construction by June 30, 1991 and shall complete all improvements by June 30, 1992.

(4) If at any time any of the pipeline improvements are not being designed and constructed in accordance with the time schedule set forth above, no further building permits or certificates of occupancy shall be issued, nor shall the Developer be permitted to continue any building construction until such time as the Developer can demonstrate that the pipeline improvements are back on the above referenced schedule or are complete, or this development order is amended to change the schedule provided for herein.

(5) In the event that the performance by the Developer of the commitments set forth in this development order shall be interrupted or delayed by war, riot, civil commotion or natural disaster, then the Developer shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Further, in the event that performance by the Developer of the commitments set forth in this development order shall be interrupted or delayed in connection with acquisition of necessary governmental approvals for the construction of the required improvement and which interruption or delay is caused through no fault of the Developer, then the Developer shall submit documentation regarding such event(s) to Pasco County and TBRPC for their review and concurrence. If such documentation shows that such event(s) have taken place, then the Developer shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, provided, however, in no event shall such extension exceed three (3) months. Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this development order.

(6) All improvements shall be designed in a manner and to the standards normally used by the entity which will ultimately be responsible for the maintenance of the transportation facility.

(7) The Developer's proportionate share contribution is \$3,435,000.00. The Developer shall complete the improvements regardless of cost. The Developer shall receive credit against transportation impact fees in accordance with Section 380.06(16) for all transportation mitigation costs incurred by the Developer. The Developer shall pay any transportation impact fees incident to development that are in excess of such mitigation costs. All contracts for any transportation mitigation work shall be competitively bid or negotiated and the award of such contracts shall be approved by Pasco County, which approval shall not be unreasonably withheld.

(8) In order for certificates of occupancy to be issued within the project prior to completion of construction of C.R. 581, the Developer shall pay to Pasco County the transportation impact fees that would be payable to Pasco County as if this development order did not exist, which funds shall be invested at interest. If the Developer performs its pipeline obligations in accordance with this development order, as the same may be amended from time to time, then these funds, together with all interest earned by Pasco County, thereon, shall be repaid to the Developer at the time that the construction of C.R. 581 is completed. If the Developer fails to timely complete the pipeline improvements, then Pasco County may retain these funds, and utilize them on regionally significant roadways impacted by the project.

b. The Applicant shall prepare and implement a Transportation Systems Management ("TSM") program upon issuance of certificates of occupancy for Phase II development which will divert a number of vehicle trips from the PM peak hour which is consistent with the assumptions used to prepare the Phase II traffic analysis. The plan shall be reviewed by Pasco and Hillsborough Counties, the Hillsborough Area Regional Transit Authority, the Pasco MPO, the TBRPC and DOT, as appropriate.

The TSM program shall include a yearly assessment of the actual achievement of vehicle trips diverted from the peak hour as a result of the TSM measures. This assessment shall also include sufficient and appropriate documentation for all diversions claimed as a result of implementation of each TSM measure. Results of the TSM program shall be included in the annual report.

If the annual report indicates that the total trip diversions identified in the Application are not being met, Pasco County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), Florida Statutes, as amended, and amend the development order to change TSM objectives and/or require additional roadway improvements. The results of the TSM study may serve as a basis for the Developer or reviewing agencies to request development order amendments.

In addition, this TSM program shall be developed in cooperation with DOT, the Pasco and Hillsborough MPOs, the Hillsborough Area Regional Transit Authority and TBRPC. This program shall seek to implement and will be measured by the TSM objectives and policies set forth in the Florida Transportation Plan and shall include, but not be limited to:

"Policy: Promote ridesharing by public and private sector employees.

OBJECTIVES:

- Increase urban area peak hour automobile occupancy rates by 10% by 1995 through expanded ridesharing efforts.

- Increase peak hour occupancy rates for transit and other high occupancy vehicles by 20% by 1995."

c. When certificates of occupancy have been issued for development generating 16,902 average daily vehicle trips (as determined by ITE rates), an annual monitoring program to provide peak-hour and daily traffic counts at the project entrances shall be instituted to verify that the projected number of external trips for the development are not exceeded. Counts will continue on an annual basis through build-out. This information shall be supplied in each required annual report. If an annual report is not submitted within 30 days of its due date, or if the annual report indicates that the total trips exceed projected counts by more than 15%, Pasco County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), Florida Statutes, as amended, and may amend this development order to change or require additional roadway improvements. The results of the study may also serve as a basis for the Developer or reviewing agencies to request development order amendments.

If the variance is determined to be a substantial deviation, the revised transportation analysis required pursuant to Subsection 380.06(19), Florida Statutes, as amended, will be based upon results of the monitoring program and agreements reached at another transportation methodology meeting to be held prior to the preparation of the new analysis.

d. Phases II through IV of Wesley Chapel Lakes, as proposed in the Application, are conceptually approved and are subject to review pursuant to Chapter 380, Florida Statutes, as amended, of the transportation impacts of each phase and shall require a development order amendment to identify the impacts of each phase and to establish the conditions for mitigating or curing these impacts.

e. Wesley Chapel Lakes shall coordinate the refinement of its Master Development Plan with the DOT Project Development and Environmental Study (Preliminary Design and Engineering Study) for the new S.R. 54 alignment. Pasco County shall conduct a substantial deviation determination if Wesley Chapel Lakes' future access to the realigned S.R. 54 is substantially different from that which is depicted in the master site plan proposed in the Application.

f. Within 60 days after the time that the final design for new S.R. 54 is 60% complete, Pasco County may request the Developer to dedicate up to a 250 foot wide right-of-way therefor through the project in a generally E-W direction. The Developer shall convey such right-of-way within 180 days after any such timely request, based upon a legal description and survey therefor provided by Pasco County. The Developer shall be given a credit in Phase II or subsequent phases against its transportation impact fees and/or proportionate share contribution (or similar exaction) to the extent that its right-of-way dedication exceeds 80 feet in width, as such credits are authorized pursuant to Pasco County ordinance. If such credits are not authorized by Pasco County ordinance, then the Developer shall not be required to donate right-of-way in excess of 80 feet in width.

g. Pasco County may, within 180 days after the effective date of this development order, advise the Developer of its choice for the proposed alignment for Chancey Road Extension. Such alignment shall be proposed only after consultation by Pasco County with the Developer. If the Developer is timely advised of such a proposed alignment, then the Developer shall reserve in its Master Development Plan 120 feet of right-of-way to accommodate the proposed alignment of

Chancey Road Extension. The Developer may delete this right-of-way reservation upon the earlier to happen of either of the following:

(1) Failure of Pasco County within ten years after the effective date of this development order to include construction of the Chancey Road Extension within its five year transportation improvement program, or

(2) Failure of Pasco County within fifteen years after the effective date of this development order to have awarded a contract to build the Chancey Road Extension.

The Developer shall dedicate up to 120 feet of right-of-way for the Chancey Road Extension at such time as Pasco County solicits bids for a contract for its construction. The Developer shall be given a credit in Phase II or subsequent phases against its transportation impact fees and/or proportionate share contribution (or similar exaction) to the extent that its right-of-way contribution exceeds 60 feet, as such credits are authorized pursuant to Pasco County ordinance. If such credits are not authorized by Pasco County ordinance, then the Developer shall not be required to donate right-of-way in excess of 60 feet in width.

12. Recreation

a. Development of the project shall not lower delivery of parks and recreation services below the acceptable levels of service established in the Comprehensive Plan.

b. For Phase I of the development, the Developer shall locate a 45.2-acre suitable park site within 225 days from the date of approval of this development order. Said park site shall be in a location along the eastern boundary of the project with suitable access to new S.R. 54 and shall be acceptable to, and approved by, the County, and such approval shall not be unreasonably withheld. The 42.5-acre park site shall be conveyed to the County within 24 months from the date of approval of this development order. This donation, plus the payment of Fifty and 00/100 Dollars (\$50.00) per residential unit (payable at the time of platting), shall mitigate all impacts for recreation for the first 4,520 residential units; provided, however, that in the event the County increases recreation or park impact fees after the adoption of this development order and the capital component of said fee (excluding land acquisitions costs) exceeds Fifty and 00/100 Dollars (\$50.00) per lot, then the Developer or its assigns agrees, for each building permit of the 4,520 residential units issued after such increase, to pay to the County, at the time of the building permit issuance, the difference between Fifty and 00/100 Dollars (\$50.00) and the then existing capital component of the increased impact fee. For units after 4,520, the Developer shall pay the then imposed impact fee. No additional land will be required to be donated by the Developer. Designated recreation and open space areas on the Wesley Chapel Lakes site shall be held inviolate against diversion to other uses.

c. Public park and recreational facilities shall be accessible to the elderly, handicapped and economically disadvantaged.

d. The master homeowners' association shall be responsible for maintenance of all privately owned recreation and open space areas within the project and Pasco County shall be responsible for all such publicly owned areas.

13. Educational Facilities

a. The Applicant shall reserve a 15-acre school site. The site shall be approved by the Pasco County School Board prior to any final site plan approval for Wesley Chapel Lakes.

b. All school sites shall be conveyed to Pasco County School Board by fee simple title transfer.

14. Health Care

Wesley Chapel Lakes is encouraged to set aside an appropriate amount of its proposed commercial and office development for health-care related establishments, including primary-care physician offices and a health clinic.

15. Fire and Police Protection

a. Pasco County shall provide fire, police and EMS services to the development. Prior to the issuance of building permits, the Applicant shall demonstrate that service to the development will not result in a lowering of any level of service below the acceptable levels established by Pasco County policies. Pasco County reserves the right to have the Applicant contribute a prorata share of all capital improvements/facilities necessary to offset the impact of the development including the payment of any impact fees which may be enacted by the Commission.

b. Wesley Chapel Lakes shall be subject to the provisions of a fire protection/emergency medical service impact fee ordinance should such an ordinance be enacted by the Commission.

c. Wesley Chapel Lakes shall be designed and constructed to meet or exceed state and local fire codes and regulations. The height of buildings allowed in Wesley Chapel Lakes shall not exceed that appropriate for the available water pressure and fire flows or exceed the reach of available fire-fighting equipment. Prior to the issuance of building permits, the Applicant shall provide assurance that functioning fire hydrants, in sufficient number and appropriate locations to accommodate fire-fighting operations, will be provided.

16. Housing

a. The development has compatible densities with neighboring jurisdictions. Any amendment to the Master Development Plan shall maintain compatible densities with neighboring jurisdictions.

b. Wesley Chapel Lakes shall encourage the development of some living units (with a varying number of bedrooms) as accessible units for the handicapped.

c. Each annual report shall include updated information on the actual prices and rents of housing units constructed relative to the then-current Department of Housing and Urban Development affordable housing guidelines.

d. Wesley Chapel Lakes, in its marketing efforts, shall promote a broad range of services to meet the needs of the project's anticipated residential mix.

e. In order to ensure that people will find adequate housing opportunities reasonably accessible to their places of employment, the Developer shall, prior to Phase II approval, conduct an analysis of the housing needs to be created by the development and determine the availability of adequate

housing proximate to or otherwise reasonably accessible to the development. This analysis and determination shall be accomplished using a methodology approved by the DCA. If such analysis indicates that the development will create a substantial need for adequate housing that is not being provided by other residential development proximate to the development or if such an analysis indicates that the development would not substantially further the creation of adequate housing opportunities reasonably accessible to places of employment, then the Developer shall prepare a Housing Affordability and Implementation Plan ("HAIP") and adopt the HAIP as an amendment to this development order. The HAIP shall comply with the goals and standards established in FRCRPP, the Comprehensive Plan, and all applicable rules and policies established by the state land planning agency prior to the commencement of the development.

At a minimum, the HAIP shall contain:

- (1) Specific provisions for off-site housing within proximate distance of the development.
- (2) Specific mechanisms for HAIP implementation.
- (3) Provisions to ensure continued adequacy of units provided.
- (4) Monitoring provisions.
- (5) Location and placement of adequate housing units.
- (6) An assessment of the HAIP and its relationship to the local comprehensive plan in regard to the need for adequate housing.

In addition, the HAIP also contain:

- Proposed provisions for crediting the Developer for activities that address adequate housing opportunities.
- Proposed Developer incentives for providing adequate housing opportunities such as density bonuses, density transfers, alternative or expedited development review, or partial or full fee waivers.

f. Areas comprising seventy percent of the residential units of each phase of Wesley Chapel Lakes shall be established exclusively as housing for elder persons as that term is defined by Section 760.29 Florida Statutes, (1989). The Developer shall comply with all federal and state statutes in establishing these deed restricted adult communities.

17. Vegetation and Wildlife

a. In the event that any species listed in Sections 39-27.003-.005, F.A.C., are observed frequenting the site for nesting, feeding, or breeding, proper protection/mitigation measures shall be employed immediately in cooperation with the Florida Game and Fresh Water Fish Commission ("FGFWFC").

b. Prior to any development on the site, an appropriate upland preservation area shall be designated upon the Master Development Plan for Wesley Chapel Lakes for gopher tortoise habitat. This habitat area may be a joint use area with the review of FGFWFC. Other mitigative measures may be implemented with the consent of FGFWFC.

18. Entrepreneurship and Small Business

The Developer shall promote entrepreneurship and small and minority-owned business startups and provide for non-discriminatory employment opportunities within the development.

F. General Conditions

a. Potential buyers of Wesley Chapel Lakes property shall be informed as may be required by Florida law of the property's potential for subsidence prior to closure of the purchase.

b. Commercial uses in residential areas of Wesley Chapel Lakes shall be limited to nodes pursuant to Pasco County's "Local Guidelines for Commercial Uses."

c. Any outstanding amounts for initial review by TBRPC shall be paid within 15 days after proper, detailed, billing. Payment for any future activities of the TBRPC with regard to this development including, but not limited to, monitoring or enforcement actions, shall be paid to the TBRPC by the Developer in accordance with the DRI Fee Schedule.

d. Excess infrastructure capacity constructed to serve later phases of the development shall be at the Developer's risk and shall not vest later phase development rights.

G. Procedures

1. Monitoring

a. Monitoring of this development shall be by the Department at the time of the annual report submittal and by the DRC during review of the development approvals.

b. The Developer shall provide an annual report on DCA Form BLWM-07-85 to the Department, the TBRPC, and the DCA or their successor agencies, on December 19, the anniversary date of final adoption, of each year during the term of this development order.

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

d. Should the Developer divest himself of all interest in Wesley Chapel Lakes prior to the expiration of this development order, the Developer shall, subject to approval by Pasco County, designate the successor entity to be responsible for preparation of the annual report.

2. Amendment/Substantial Deviations

a. Proposed or necessary changes to this development order must undergo a substantial deviation determination by the Commission. Application to amend any provision of this development order shall be made on DCA Form BRM-08-86 ("Notice of a Proposed Change to a Previously Approved Development of Regional Impact") and shall be provided by the Developer to the TBRPC, DCA, and to Pasco County. Reviews shall be carried out pursuant to the provisions of Section 380.06(19),

Florida Statutes, as amended, prior to implementation of such changes.

3. Notice of Adoption

a. A Notice of Adoption of this Resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), Florida Statutes, as amended.

b. The Clerk of the Commission shall return a signed certified copy of this development order and Notice of Adoption to the Department. The Department shall then send out the copies of each document to the DCA and TBRPC, and to attorneys of record in these proceedings.

H. 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 said section, subsection, sentence, clause, or provision, and shall not be effected by such holding.

DONE AND RESOLVED this 19th day of December, 1989.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

BY: Susan Hatcher, D.C.
JED PITTMAN, CLERK

BY: [Signature]

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

BY: [Signature]
Attorney



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STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE
OR OF PUBLIC RECORD IN THIS OFFICE. WITNESS MY
HAND AND OFFICIAL SEAL THIS 28 DAY OF
Dec 19 89

JED PITTMAN, CLERK OF CIRCUIT COURT

BY: Susan Hatcher D.C.

EXHIBIT A

Application for Development Approval
and
Sufficiency Responses

(Transmitted under separate cover.)

EXHIBIT B

Specific Findings of Fact

PROJECT SUMMARY

TYPE OF DEVELOPMENT: Mixed-use: Residential/commercial/office/golf course

LOCATION: Between State Road (S.R.) 54 and County Line Road, east of Interstate 75 in southern Pasco County.

TOTAL DEVELOPMENT AREA: 2,149.99 Acres

Residential	798.57 Acres
Office	25.20 Acres
Commercial	81.00 Acres
Church	1.25 Acres
Open Space	1,013.97 Acres
Golf Course	115.00 Acres
Road Rights-of-Way	115.00 Acres

PHASING SCHEDULE:

	Office (Sq. Ft.)	Commercial (Sq. Ft.)	Residential (Dwelling Units)
Phase I (1990 - 1995)	100,000	150,000	1,750
Phase II (1995 - 2000)	100,000	350,000	1,190
Phase III (2000 - 2005)	100,000	350,000	950
Phase IV (2005 - 2010)	93,200	311,800	630
TOTALS	393,200	1,161,800	4,520

ESTIMATED BUILD-OUT YEAR: 2010

NUMBER OF DWELLING UNITS:

Single-Family:	3,650
Multi-Family:	870

ANTICIPATED PRICE RANGE:

Single-Family:	\$80,000 - \$125,000
Multi-Family:	\$50,000 - \$ 99,999

TOTAL PROJECTED POPULATION: 10,396*

PRIMARY TRANSPORTATION NETWORK: U.S. 41, S.R. 54, C.R. 581, C.R. 582A

* Based on two persons per residence for 70 percent of all residences.

BENEFITS

CONSTRUCTION EXPENDITURES:

Estimated Total Construction Expenditures:	\$543,759,000
Within Region:	\$516,571,000 (95 percent)

EMPLOYMENT:

Construction:	3,123 man-years
Non-construction (Permanent):	1,743

AD VALOREM TAX YIELD:

Estimated Annual Ad Valorem Tax Yield After Build-out:	\$10,192,968
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Estimated Impact Fee Yield After Build-out:	\$17,186,853
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NEGATIVE IMPACTS

NOTE: ALL IMPACTS HAVE BEEN ESTIMATED ASSUMING THAT 70 PERCENT OF THE TOTAL DWELLING UNITS WILL BE OCCUPIED BY RETIREES, AVERAGING TWO PERSONS PER UNIT.

SEWAGE TREATMENT:

Estimated Average Daily Flow at Build-out:	1,265,000 gallons per day (gpd)
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WATER SUPPLY:

Estimated Total Average Daily Water Requirement at Build-out:	
Potable:	1,583,000 gpd
Non-Potable:	1,440,000 gpd*

SOLID WASTE:

Estimated Average Daily Generation at Build-out:	58.90 tons per day
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ENERGY:

Projected Average Daily Electrical Requirement at Build-out:	15,832 kilowatt hours
Peak Hour Demand:	32,164 kilowatts

TRANSPORTATION:

Average Daily Trips (ADT):	18,046**
Peak Hour Trips:	1,862**

* Based upon a golf course application rate of 1.5 inches per week.

** Based upon Institute of Transportation Engineers "Retirement Community" trip generation rates for 70 percent of the total dwelling units.

PROJECT DESCRIPTION

Mr. Lee E. Arnold, Jr., is seeking Development of Regional Impact (DRI) approval for Wesley Chapel Lakes, a 2,150-acre multi-use development proposed for construction in south central Pasco County, approximately four miles east of Interstate 75. The project extends from S.R. 54 on the north to the Pasco-Hillsborough County line, a distance of approximately four miles.

The project is proposed in four phases with a 20-year build-out period, as follows:

<u>PHASE</u>	<u>RESIDENTIAL UNITS</u>	<u>SQUARE FEET</u>
I 1990-1995	1,750	100,000 Office 150,000 Commercial
II 1995-2000	1,190	100,000 Office 350,000 Commercial
III 2000-2005	950	100,000 Office 350,000 Commercial
IV 2005-2010	630	93,200 Office 311,800 Commercial
TOTAL	4,520	393,200 Office 1,161,800 Commercial

RESIDENTIAL (DWELLING UNITS)

Phase I	SF Detached	1,400	Phase III	SF Detached	64
	SF Cluster	350		SF Cluster	350
	MF8 (8 DU/A)	0		MF8	536
	MF12 (12 DU/A)	0		MF12	0
	SUBTOTAL	1,750		SUBTOTAL	950
Phase II	SF Detached	840	Phase IV	SF Detached	0
	SF Cluster	350		SF Cluster	296
	MF8	0		MF8	40
	MF12	0		MF12	294
	SUBTOTAL	1,190		SUBTOTAL	630

SF - single family
MF - multi-family
DU - dwelling units
A - acre

Wesley Chapel Lakes is proposed to be developed primarily as a retirement residential community enhanced by a golf course/country club facility and mixed commercial and office areas. Natural wetland and forested areas have been preserved and incorporated into the overall site plan.

The proposed realignment of S.R. 54 will, if constructed, bisect the property into northern and southern portions. The golf course and associated amenities will be built within the southern portions and parkland has been designed for inclusion in the northern portion. Remaining natural vegetation and retention ponds will be interspersed with single family and multi-family areas.

Access through Wesley Chapel Lakes will be provided by a main north-south thoroughfare traversing the property, connecting the existing S.R. 54, the proposed S.R. 54 and the proposed County Line Road. Smaller arterials within the community are depicted on the Master Site Plan. Access to Wesley Chapel Lakes is currently provided by the existing S.R. 54. The Pasco County Comprehensive Land Use Plan (CLUP) includes an extension of County Line Road, from its present terminus at C.R. 581 to Wesley Chapel Road, by the year 2010. However, the construction of this extension has not been scheduled in the County's currently-adopted Five-Year Transportation Improvements Program (TIP). S.R. 54 is designated in the CLUP to be relocated approximately 3.5 miles south of its present route. Construction of this improvement has not been scheduled in the TIP, however, and the exact route of this new facility has not yet been determined by the Florida Department of Transportation (FDOT). It is currently undergoing preliminary engineering studies.

The site is zoned Master Planned Unit Development (MPUD) and General Commercial (C-2). The development plan for Wesley Chapel Lakes is consistent with the recently adopted Pasco County CLUP. However, since the CLUP has not yet been found in compliance with the State Comprehensive Plan, future revisions may affect the development's consistency with the CLUP.

Existing land uses abutting the proposed development and zoning districts are predominantly undeveloped agricultural lands, with a small area of single family homes to the east. Other DRI-scale projects developed or proposed in the area include Saddlebrook Village, Northwood and Trout Creek. The Wesley Chapel Lakes development plan has designated residential densities of 6.5 to 8.0 dwelling units per acre along with commercial areas adjacent to the Hillsborough County line, which is not consistent with the one dwelling unit per acre residential densities designated in the Hillsborough County CLUP for the parcels immediately adjacent to the Pasco County line in this vicinity.

Wesley Chapel Lakes is located in a transitional zone between the I-75 urban growth area being marketed as an extension of Tampa, and the retirement area of Zephyrhills. It is anticipated by the applicant that 70 percent of Wesley Chapel Lake's residents will be retirees. All regional impacts of this proposed development have been reviewed based upon this anticipated residential mix.

EXHIBIT C

Legal Description

5. ATTACH A LEGAL DESCRIPTION OF THE DEVELOPMENT SITE. INCLUDE SECTION, TOWNSHIP AND RANGE.

A portion of Section 10; a portion of Section 15; a portion of Section 22; the West 780.00 feet of Section 26; Section 27 less the North 815.00 feet of the West 270.00 feet thereof; the West 780.00 feet of Section 35; that portion of Section 34 lying North of the Northerly right-of-way line of Strickland Road and a portion of the Southeast 1/4 of Section 33, all lying in Township 26 South, Range 20 East, Pasco County, Florida being further described as follows:

Commence at the Northeast corner of said Section 27, also being the Northwest corner of said Section 26 for a point of beginning; thence run north $89^{\circ}55'06''$ west, 1833.08 feet Along the North boundary line of said Section 27, also being the South boundary line of Fox Ridge-Plat one as shown on Plat recorded in Plat Book 15, Pages 118 through 128 inclusive and the South boundary line of Fox Ridge-Phase two unit two as shown on Plat recorded in Plat Book 19, Pages 36 through 41 inclusive of the public records of Pasco County, Florida; thence North $00^{\circ}00'22''$ East, 917.55 feet along the Westerly boundary line of said Fox Ridge Phase Two, Unit Two; thence South $89^{\circ}59'38''$ East, 261.58 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 148.67 feet along said Westerly boundary line; hence North $00^{\circ}00'22''$ East, 581.00 feet along said Westerly boundary line; thence South $89^{\circ}59'38''$ East, 148.67 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 581.00 feet along said Westerly boundary line; thence South $89^{\circ}59'38''$ East, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 60.00 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 125.45 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 290.50 feet along said Westerly boundary line; thence North $89^{\circ}59'38''$ West, 150.00 feet along said Westerly boundary line; thence North $00^{\circ}00'22''$ East, 450.00 feet along said Westerly boundary line; thence North $02^{\circ}34'00''$ East, 163.79 feet along said Westerly boundary line; thence North $07^{\circ}03'20''$ West, 139.09 feet along said Westerly boundary line; thence North $19^{\circ}22'38''$ West, 118.30 feet along said Westerly boundary line; thence 41.32 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 62.50 feet, a chord of 40.57 feet bearing North $38^{\circ}30'17.9''$ East; thence 22.28 feet along the arc of a curve concaved to the right along said Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North $45^{\circ}05'42.5''$ East, thence North $70^{\circ}37'22''$ East, 221.95 feet along said Westerly boundary line; thence North $19^{\circ}22'38''$ West, 60.00 feet along said Westerly boundary line; thence South $70^{\circ}37'22''$ West, 221.95 feet along said Westerly boundary line; thence 22.28 feet along the arc of a curve concave to the right along said

Westerly boundary line, having a radius of 25.00 feet, a chord of 21.55 feet bearing North 83°50'58.8" West; thence 30.41 feet along the arc of a curve concaved to the left, along said Westerly boundary line, having a radius of 62.50 feet, a chord of 30.11 feet bearing North 72°15'37.1" West; thence North 19°22'38" West, 446.82 feet along said Westerly boundary line; thence North 70°37'22" East, 265.40 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 125.56 feet along said Westerly boundary line; thence North 19°22'38" West, 333.79 feet along said Westerly boundary line; thence North 71°20'47" East, 265.19 feet along said Westerly boundary line; thence North 19°22'38" West, 382.90 feet along said Westerly boundary line; thence 156.92 feet along the arc of a curve concaved to the left along said Westerly boundary line, having a radius of 920.00 feet, a chord of 156.73 feet bearing north 75°30'33.1" East; thence North 70°37'22" East, 157.12 feet along said Westerly boundary line; thence North 19°22'38" West, 60.00 feet along said Westerly boundary line; thence South 70°37'22" West, 138.34 feet along said Westerly boundary line; thence North 00°20'59" East, 238.36 feet along said Westerly boundary line; thence South 77°04'41" West, 1159.01 feet along the Southerly boundary line of Fox Ridge Phase Two Unit Four as shown on Plat recorded in Plat Book 19, Pages 113, 114, and 115 of the Public Records of Pasco County, Florida; thence South 19°22'38" East, 159.35 feet along aforesaid Southerly boundary line; thence North 89°03'01" West, 190.00 feet along aforesaid Southerly boundary line; thence South 07°52'46" East, 264.78 feet along aforesaid Southerly boundary line; thence South 70°37'22" West, 155.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right, along aforesaid Southerly boundary line; having a radius of 25.00 feet, a chord of 35.36 feet bearing North 64°22'38.1" West; thence South 70°37'22" West, 60.00 feet along aforesaid Southerly boundary line; thence 39.27 feet along the arc of a curve concaved to the right along aforesaid southerly boundary line, having a radius of 25.00 feet, a chord of 35.36 feet bearing South 25°37'22" West; thence South 70°37'22" West, 173.30 feet along aforesaid Southerly boundary line; thence 141.39 feet along the arc of curve concaved to the right along aforesaid Southerly boundary line, having a radius of 417.94 feet, a chord of 140.72 feet bearing South 80°18'52" West; thence North 00°00'22" East, 978.93 feet along the West boundary line of said Fox Ridge Phase Two Unit Four; thence North 00°20'59" East, 3962.43 feet along aforesaid West boundary line and its North extension, also being the West boundary line of Fox Ridge Phase Two Unit Three and its North and South extension as shown on Plat recorded in Plat Book 19, Pages 42 through 45 inclusive of the public records of Pasco County, Florida; thence North 89°32'44" East, 1280.00 feet; thence North 00°23'46" East, 504.21 feet along the West boundary line of Fox Ridge Phase Two Unit one as shown on Plat recorded in Plat Book 18, pages 61 through 64 inclusive of the public records of Pasco County, Florida; thence South 89°29'04" West, 497.71 feet;



thence North 00°23'46" East, 1433.31 feet to a point on the Southerly right-of-way line of County Road No. 54 as now established; thence North 64°23'47" West, 1331.53 feet along said southerly right-of-way line; thence South 00°03'51" West, 1200.29 feet; thence South 00°26'12" West, 1321.74 feet along the approximate maintained centerline of Smith Road and its South extension is now established; thence South 89°31'38" West, 167.88 feet; thence South 57°42'55" West, 337.80 feet; thence South 62°34'40" West, 929.92 feet; thence South 19°39'09" West, 177.19 feet to a point on the West boundary line of said Section 15; thence South 00°23'19" West, 3192.61 feet along the West boundary line of said Section 15 to the Southwest corner of said Section 15, also being the Northwest corner of said Section 22; thence South 00°03'23" West, 3678.07 feet along the West boundary line of said Section 22; thence South 89°55'06" East, 270.00 feet; thence South 00°03'23" West, 1600.00 feet parallel to the West boundary line of said Section 22; thence South 00°15'55" West, 815.00 feet parallel to the West boundary line of said Section 27; thence North 89°55'06" west, 270.00 feet to a point on the West boundary line of said Section 27; thence South 00°15'55" West, 4472.16 feet along the West boundary line of said Section 27 to the Southwest corner of said Section 27, also being the Northwest corner of Section 34; thence South 00°10'16.5" West, 3969.28 feet along the West boundary line of said Section 34 also the East boundary line of said Section 33; thence North 89°53'20" West, 1340.04 feet; thence South 00°10'00" West, 1264.47 feet to a point on the Northerly right-of-way line of Strickland Road as now established; thence North 73°44'23" East, 185.90 feet along said Northerly right-of-way line; thence North 84°27'34" East, 68.25 feet along said Northerly right-of-way line; thence South 74°53'42" East, 466.42 feet along said Northerly right-of-way line; thence North 89°58'16" East, 502.09 feet along said Northerly right-of-way line, also being the South boundary line of said Section 33; thence North 63°12'07" East, 1182.47 feet along said Northerly right-of-way line; thence North 87°58'49" East, 1413.82 feet along said Northerly right-of-way line; thence South 76°37'16" East, 2500.05 feet along said Northerly right-of-way line to a point on the South boundary line of the Southeast 1/4 of said Section 34; thence North 89°58'34" East, 579.61 feet along the South boundary line of the Southeast 1/4 of said Section 34 to the Southeast corner of said Section 34, also being the Southwest corner of said Section 35; thence North 89°54'26" East, 780.00 feet along the South boundary line of the Southwest 1/4 of said Section 35; thence North 00°09'14" East, 5285.57 feet parallel to the West boundary line of said Section 35 to a point on the North boundary line of said Section 35, also being a point on the South boundary line of said Section 26; thence North 00°15'13" East, 5281.395 feet parallel to the West boundary line of said Section 26 to a point on the North boundary line of said Section 26, also being the Southeast corner of said Fox Ridge-Plat One; thence North 89°58'09" West, 780.00 feet along the North boundary line of said Section 26, also being the South boundary line of said Fox Ridge-Plat One to the point of beginning. Subject to easements and rights-of-way of record.

I - 5



Wade-Trim

- A. There is a corresponding increase or decrease, as appropriate, in some other residential tract/pod to indicate that the total unit threshold of 4,520 is not exceeded; and,
 - B. Total multifamily unit amount will not exceed 1,044.
- 31. If any redistribution of units is proposed, pursuant to the guidelines listed on the Master Development Plan (revised September 29, 1989) and above, the developer shall submit an amended Master Development Plan to the Zoning Administrator illustrating unit redistribution. Residential use may not be intensified within any one increment, as provided on said plan, following approval of the plat or final site plan for the first unit in that increment without review and approval by the Board of County Commissioners.
 - 32. The developer may designate, on the Master Development Plan, a site or sites which do not exceed a total of three acres to be used for recreational vehicle storage for the exclusive use of Wesley Chapel Lakes 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 homeowners'/property owners'/condominium owners' association.
 - 33. Signs shall be in compliance with the Pasco County Sign Ordinance (Section 23.6 of the Pasco County Zoning Ordinance). Commercial billboard signs shall not be permitted in this development except those specifically related to the residential component of the project (maximum two), and shall be removed upon completion of the project.

Procedures

- 34. The ordinance and regulations in effect at the time of preliminary plan submittal shall govern, unless otherwise specifically stipulated or modified herein and/or in a Development of Regional Impact Development Order, if applicable.
- 35. In the event a resolution is adopted by the Board of County Commissioners on or before approval of the final record plat establishing a County-wide fee for the purpose of funding public safety, the developer shall be required to pay said fee pursuant to that resolution unless the Board of County Commissioners of Pasco County shall waive such requirement of payment.
- 36. Any decisions or matters which, under the conditions of the Master Planned Unit Development require approval by the Zoning Administrator may be appealed to the Board of County Commissioners and, where appropriate, to the Courts.
- 37. There shall be no development within the project unless the developer has complied with the provisions of Section 380.06, Florida Statutes, as amended, and rules and regulations adopted pursuant thereto. Rezoning of this property with conditions of approval does not constitute a Development of Regional Impact Development Order nor does it relieve any developer of responsibilities under the State of Florida Growth Management Legislation as implemented by the Florida Department of Community Affairs and Pasco County. The conditions of the Master Planned Unit Development may be modified or added to by the County based on the findings of any Development of Regional Impact Application for Development Approval/and or Development Order.
- 38. All residential title transfers in tracts located within the Pasco Heights Road and Bridge Taxing District shall be accompanied by a buyer notification addressing said district.
- 39. The Master Planned Unit Development conditions specified herein shall supersede all prior MPUD Conditions of Approval for Wesley Chapel Lakes.

REZONING NO. 4283

Lee Arnold

CONDITIONS:

1. The owner/developer shall transfer sufficient right-of-way along the entire north boundary of the subject property to total 60 feet from the centerline of S.R. 54. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.
2. The owner/developer shall provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division within 90 days after a request by the County.
3. The developer acknowledges that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.
4. The owner/developer must comply with all requirements of Article XXIII, Section 23.10, of the Zoning Ordinance with regard to Site and Development Plan, and Section 13, Development Review and Regulation, of the Subdivision Ordinance.
5. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.

PARCEL 1:

The NW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SW 1/4 of the SE 1/4 of the NE 1/4 of Section 16; and the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16; all in Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 2:

The NE 1/4 of the SE 1/4 of the NE 1/4 of Section 16, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 3:

All that part of the SW 1/4 of the NW 1/4 lying North and West of graded road in Section 15, Township 26 South, Range 20 East, Pasco County, Florida.

PARCEL 1:

A tract of land lying in Section 10, Township 26 South, Range 20 East, Pasco County, State of Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence continue along the previous course, a distance of 558.99 feet to a point intersecting the Southerly right-of-way line of S.R. No. 54 (100° R/W); thence run S. 64°23'47" E., along the aforementioned right-of-way, a distance of 550.0 feet to a point; leaving said right-of-way, run S. 0°23'46" W., a distance of 316.50 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to the Point of Beginning.

PARCEL 2:

A tract of land lying in Section 10 and Section 15, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commence at the S.W. corner of said Section 10 and run N. 89°30'34" E., along the South boundary line of said Section 10, a distance of 2530.60 feet to a point; leaving said South boundary line, run N. 0°23'46" E., a distance of 57.21 feet to the Point of Beginning; thence run N. 89°30'34" E., a distance of 497.71 feet to a point; thence run S. 0°23'46" W., a distance of 875.21 feet to a point; thence run S. 89°30'34" W., a distance of 497.71 feet to a point; thence run N. 0°23'46" E., a distance of 875.21 feet to the Point of Beginning.

Containing 2149.890 acres more or less.



DRI #166 - WESLEY CHAPEL LAKES

DEVELOPER COMMITMENTS

The following are developer commitments set forth in the Application for Development Approval (ADA) and Sufficiency Response (SR) which shall be honored by the developer, except as they may be superceded by specific terms of the Development Order.

General Project Description

Most daily shopping, medical, and recreational needs will be provided on site and sensitively located and planned to meet the needs of project residents. Required handicapped standards will be met throughout the project as required by Pasco County. An internal pedestrian system is proposed linking these uses with the residential areas of the site. (SR, Pages 1-38, 1-39, Section 1.A.)

The developer will employ accepted transportation planning and engineering techniques in the site development of the tracts paralleling S.R. 54 in order to maximize the ease of ingress and egress while maintaining optimum levels of service. Every reasonable effort will be made to ensure compliance with the proposed access management plan for S.R. 54. (SR, Page 1-5, Section 1.A.)

The specific right-of-way width required for the realigned S.R. 54 will be worked out when the design is finalized. The applicant will work closely with FDOT at that time. (SR, Page 1-1, Section 1.F.)

The applicant will consider the possibility of incorporating child care facilities in the overall planning approach at the time of detailed site planning. (SR, Page 1-6, Section 1.A.)

ENVIRONMENTAL AND NATURAL RESOURCES

Air

Following finalization of the requested revisions to the Wesley Chapel Lakes transportation analysis, an air quality impact analysis will be conducted consistent with DER Guidelines. This analysis will be submitted as a separate report to TERPC and DER. (SR, Page 1-7, Section 1.A.)

Mitigation measures to offset air quality impacts will be developed in coordination with DER during the air modeling process if project-generated traffic is determined to degrade air quality to levels below ambient air quality standards. (SR, Page 1-5, Section 1.B.)

EXHIBIT E

MPUD and C-2 Conditions

Wesley Chapel Lakes MPUD Rezoning Conditions
of Approval (Petition #4284)

Wesley Chapel Lakes C-2 Rezoning Conditions
of Approval (Petitions # 3399 and 4283).

WESLEY CHAPEL LAKES
REZONING 4284
1989
AMENDED MASTER PUD
CONDITIONS OF APPROVAL

Master Development Plans

1. Development shall be in accordance with the application, plans, and information submitted October 1, 1989, unless otherwise stipulated or modified herein. Eight copies of a revised Master Development Plan shall be submitted to the Planning and Zoning Department for review and approval within 225 days of approval of the Master Planned Unit Development amendment, and prior to the first preliminary site/preliminary plan approval. The Planning and Zoning Department will submit said revised plan to the Development Review Committee (DRC) for approval when the revisions are complete. The revised plan shall incorporate the following:
 - A. Zoning, land uses, and existing road network for lands abutting the project.
 - B. Show 250 feet of right-of-way for new S.R. 54.
 - C. Show 60 feet of right-of-way from centerline of existing S.R. 54.
 - D. Change Development Standards/Land Use Table to be consistent with table in Condition 27.
 - E. Delete Footnote A.
 - F. Footnote B shall be changed to read . . . Minimum frontage at the right-of-way line shall be 30 feet. Lot width shall be determined per method under Section 3.2(93), Zoning Ordinance.
 - G. Delete words "site", "plan", and "lot owners" in Footnote C. Replace "lot owners" with "Homeowners' Association".
2. With the submittal of each preliminary or site plan, the developer shall also submit the accumulative number of residential units and the accumulative number of square feet of commercial and office structures which have received preliminary/site plan approval from the County and which are constructed or record platted. A preliminary plan must be approved for an entire single-family fee simple increment/parcel prior to any phased construction drawing approval. A subphasing plan must also be approved by the Zoning Administrator for each multifamily (nonfee-simple), recreational vehicle, or commercial increment in its entirety prior to any site plan approvals. Each site plan must substantially conform to the approved subphasing plan.

Utilities: Drainage, Water Service, and Wastewater Disposal

3. Prior to the first preliminary/site plan approval, the developer shall submit to the Development Services Branch for approval by the DRC a Master Drainage Plan for the entire project. Said Master Drainage Plan shall consist of a Master Drainage Report, Master Drainage Plan drawings, and all items specified within the "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. The developer agrees to accommodate for all stormwater facilities required as a result of the project and provide to Pasco County such additional lands or right-of-way as required for such drainage facilities of that portion of the existing S.R. 54, new S.R. 54, and C.R. 577 Extension which adjoin the property. This shall be indicated on the Master Drainage Plan.
4. The developer shall submit drainage plans for each development phase and increment/parcel. These plans shall include drainage maps and runoff computations for all predevelopment and postdevelopment watersheds; detention/retention computations and quantities; drainage structure, pipe, swale, ditch, and other appurtenant structure locations, sizes, cross sections, types, and sizing computations. All drainage plans shall be in conformance with the above-referenced Master Drainage Plan and shall be approved prior to submission of the construction plans for the development phase/increment/parcel in question. The subsequent construction drawings for all or a portion of that development phase/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.

5. Base flood elevations for all habitable structures shall be at or above the 100-year flood plain elevation. All preliminary/site plan approvals shall show the 100-year flood elevation.
6. The developer shall create a mandatory homeowners'/property owners'/condominium owners' association in the form of a nonprofit corporation, registered with the Secretary of State, State of Florida. This association shall provide for the maintenance of all open space, drainage areas, common areas, buffer areas, preservation/conservation areas, and other special purpose areas. All incorporation and other relevant documents shall be submitted to the Engineering Services Department for review prior to the record platting of the first unit or phase within the development.
7. 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. Major sewage collection, treatment, and disposal facilities, including discussion of the proposed method of treatment and the feasibility of a nonpotable water system for irrigation.
 - B. Major water production, treatment, transmission, and distribution facilities, if applicable.
 - C. General discussion of the electrical transmission and distribution system.
 - D. Method of lighting all major roads.
8. A Utility Service Agreement for provision of service to the development shall be entered into between the developer and the County prior to approval of the first preliminary/site plan.

Open Space/Buffering

9. The wetlands (conservation/preservation areas) shall be as defined and delineated by (1) the TBRPC's Future of the Region, Policies 10.2.1 and 10.3.1; and (2) the Florida Department of Environmental Regulation pursuant to its jurisdictional criteria. There shall be no development (construction, clearing, dredging, etc.) in the areas designated preservation and/or conservation on the Master Development Plan, unless specifically approved by the County and other appropriate regulatory agencies. Initial or estimated jurisdictional boundaries shall be indicated on each preliminary/site plan. Final jurisdictional wetlands shall be platted or preserved as preservation/conservation easements. Final wetland limits shall be shown on final construction plans following appropriate permit approvals. The DRC may allow nature trails throughout the conservation areas, providing all other regulatory agency permitting has been complied with.
10. Lot lines shall not extend within wetland areas unless protected from disturbance via conservation easements on the lots. Ownership and maintenance of conservation/preservation areas shall be provided by the mandatory homeowners'/property owners'/condominium owners' association.
11. The developer shall donate 45.2 acres of land, usable for parkland, to Pasco County prior to approval of the first residential record plat, or if no plat is required, prior to the issuance of the first building permit. The location shall be mutually determined by the DRC and the developer. Alternatively, in lieu of any parkland dedication, the developer shall donate \$100.00 per dwelling unit (unless modified by Ordinance) to the County prior to the first residential record plat, or if no plat is required, prior to the issuance of the first building permit. In addition to the parkland requirement, the developer agrees to donate to the County \$50.00 per residential unit (unless modified by Ordinance) for park service fee prior to record platting or final construction drawing approval for each increment.
12. The developer shall comply with the provisions of the Pasco County Tree Ordinance (No. 81-10). It is the intent of this condition to encourage the preservation of individual trees and/or groupings of trees whose size, location, species, and environmental function warrant their protection as public resources.

Transportation/Circulation

13. The owner/developer acknowledges and agrees to make changes/amendments to the MPUD once the proposed new S.R. 54 alignment is determined and approved by the Florida Department of Transportation (FDOT). No application fee will be required for this amendment.
14. The developer shall dedicate sufficient right-of-way for new S.R. 54, not to exceed 250 feet, within 180 days of the date when final design of said road is 60 percent complete.
15. Driveway cuts indicated on the Master Development Plan off of New S.R. 54 are subject to Florida Department of Transportation approval. Prior to site plan approval, permits from FDOT for said cuts shall be required.
16. Access to individual bubbles from major roads shall be determined at the time of preliminary/preliminary site plan approval.
17. The developer shall submit to the DRC for approval, a major roadway plan which shall show, as a minimum, right-of-way widths (for internal and adjoining major roads), functional classifications, phasing of construction for internal major roads and external access roads, the initial/ultimate road cross section of the major roads, design criteria, and the type of anticipated intersection improvements along these roads. Major roads are those roads as shown on the Master Development Plan. The design standards and basis for signal warrants shall comply with FDOT standards. Approval of this plan must be obtained from the DRC prior to the first preliminary/preliminary site plan approval.
18. The roads within the project shall be designed and constructed according to the functional classification of the road, unless specifically modified by the DRC. Sufficient right-of-way shall be dedicated to the public so that the typical roadway meets Florida Department of Transportation design and construction standards. At intersections along these roads where more right-of-way is needed to accommodate the roadway, additional right-of-way shall be dedicated by the developer. Construction shall be to current Pasco County engineering standards; however, in no instance shall roadway standards be less than those required by the Manual of Uniform Minimum Standards, State of Florida. Where multilane facilities are required, these roads shall be initially constructed with two offset lanes with provisions for multilaning.
19. The transfer of right-of-way for internal public roads shall be at either the time of record plat of the abutting increment, or where no record plat is required, at the time of site plan approval. The developer shall provide all necessary documents and/or information pertaining to the above-mentioned transference of right-of-way to the Pasco County Real Estate Division prior to any preliminary plan approvals. Reductions in right-of-way may occur, if approved by the County, if road stormwater drainage is accommodated; e.g., may include urban roadway designs with a stormwater sewer system or stormwater easements into retention areas within adjoining increments.
20. In the event a resolution is adopted by the Board of County Commissioners establishing provisions for impact fee credits for road construction and/or right-of-way dedication by the developer to the County, the developer shall be entitled to impact fee credits for right-of-way dedication/construction including, but not limited to, the following:
 - A. New S.R. 54 right-of-way in excess of 80 feet.
 - B. Existing S.R. 54 right-of-way in excess of 60 feet from centerline.
 - C. C.R. 577 Extension right-of-way in excess of 80 feet.
21. The developer shall commence construction of C.R. 577 Extension, the major north/south road, as an offset two-lane facility. Said road shall be designed; however, as four-lane divided major collector, with a minimum of 120 feet of right-of-way.
22. The County shall have the right to require specific dates of completion of construction for any portion of the project's major roads required to provide safe access to the increment which is subject of the submittal at the time of each preliminary/preliminary site plan approval.
23. Roadway stub-outs to abutting properties may be required at the time of preliminary/site plan review.

If the air quality impact analysis finds project-generated traffic to degrade air quality to levels below state and federal Ambient Air Quality standards, appropriate mitigative measures will be proposed to TBRPC and DIER. (SR, Page 1-7, Section 1.A.)

If transportation and air analysis indicate the project will result in the violation of federal or state ambient air quality standards, measures to reduce congestion and facilitate traffic flow will be incorporated into the project (i.e., additional signalization or lineage on impacted roadways, mass transit system). (ADA, Page 13-3)

Land

In development areas where the water table will be lowered by implementation of the proposed drainage plan, natural hydroperiods and high and low water levels will be maintained in wetland areas. (ADA, Page 14-1)

Roadway soil conditions will be stabilized by using soil cement or by the placement of underdrains when necessary. (ADA, Page 14-1)

Temporary erosion control measures will be employed during project construction to minimize wind and water erosion. Dust control measures such as watering or the use of calcium chloride will be employed as needed. Permanent erosion control features such as permanent landscaping will be incorporated into the project at the earliest practicable time. (ADA, Page 14-2)

Soil borings will be taken in areas proposed for retention ponds or wastewater facilities and further testing will be conducted if warranted. Such facilities will not be constructed in areas determined to be unsuitable. (SR, Page 1-8, Section 1.A.)

Cut and fill analysis will be completed during the site engineering phases of development. (SR, Page 1-8, Section 1.A.)

Stormwater Best Management Practices will be implemented during construction to minimize soil erosion and any resultant degradation of receiving waters. (ADA, Page 22-5)

Water

Semi-annual (wet-season, dry-season) monitoring will be continued as performed in the baseline water quality study (ADA, Page 15-8), commencing with construction and continuing for two years following build-out of the project (SR, Page 1-2, Section 1.C.)

Only EPA approved herbicides, pesticides and fertilizers will be used on the golf course and associated development. Careful application of all chemicals and the surface water treatment/enhancement functions provided by on-site surface water treatment systems will prevent any significant impacts to the site's surface and groundwater quality. (SR, Page 1-10, Section 1.A.)

The application of approved fertilizers and/or pesticides will be completed by qualified grounds persons. (SR, Page 1-4, Section 1.C.)

The following surface water management features should provide adequate protection of the receiving ground and surface water quality:

1. The use of grassed swales for treatment and conveyance of urban stormwater runoff.
2. The incorporation of the site's existing on-site wetland areas into the water management system for retention as well as for treatment purposes.
3. The on-site retention of the first one-half inch of runoff or runoff from the first inch of rainfall, whichever is applicable.
4. The use of lakes to allow for surface water mixing and sedimentation of suspended solids prior to discharge.
5. The incorporation of a centralized wastewater collection system into the project to provide conveyance to an existing regional wastewater treatment plant. (ADA, Page 15-8)

No activities with the potential to degrade groundwater are anticipated on-site. The development is planned to be primarily residential, with no septic tanks. Proposed commercial activities will not generate hazardous wastes. (SR, Page 1-10, Section 1.A.)

During construction, wetlands will be protected by staking the perimeter with hay bales and the placement of turbidity screens. (SR, Page 1-11, Section 1.A.)

There will be no direct discharge of stormwater to sinkholes on site. (SR, Page 1-7, Section 1.B.)

Wetlands

Wetland impacts will be primarily limited to those resulting from proposed roadways and the golf course. The remaining wetlands, approximately 470 acres of wetlands, will generally be preserved. (SR, Page 1-12, Section 1.A.) (Developer clarification:...once established through final site plans for development pod, SWFWMD and ACOE jurisdictional determinations.)

Wetlands not proposed for impact as depicted on the master site plan have been designated as conservation or preservation areas. Additional wetland impacts on individual homeowner's lots are not anticipated. (SR, Page 1-3, Section 1.C.)

It is not the intent of the applicant to propose wetland impacts other than those generally illustrated on the conceptual Master Site Plan in individual development pods. Each development pod has been designed with areas adequate and necessary for the indicated development. (SR, Page 1-1, Section 1.D.)

Floodplains

No permanent structures in the development will be constructed below the 100-year flood levels. In areas where development will encroach upon the 100-year flood plain, compensation for lost storage of flood waters will be provided through additional storage in created lakes as detailed in the Master Drainage Plan. All finished floor elevations of buildings will be above the 100-year flood levels. (ADA, Page 17-1)

Prior to construction plans and permitting, the applicant will establish the 100-year base flood elevation as a requirement of the Conceptual Master Drainage Plan. (SR, 1-12, Section 1.A.)

Vegetation and Wildlife

The marsh where the Florida sandhill cranes were frequently observed will be preserved. (SR, Page 1-14, Section 1.A.)

Historical and Archaeological Sites

If any historical or archaeological resources are unearthed during construction, proper measures will be taken to notify the correct officials and construction activities will cease until the situation has been resolved (ADA, Page 19-1)

PUBLIC FACILITIES

Wastewater Management

Septic tanks are not planned for the project (ADA, Page 21-5)

Drainage

Treatment of stormwater runoff will occur by collection and filtration through excavated retention/detention systems (ADA, Page 22-1)

The post-development drainage system will utilize swales, storm sewer systems, culverts, and retention/detention lakes. It will also incorporate existing drainage swales, ditches and wetlands as much as possible. (ADA, Page 22-1)

These lakes will have filtration systems and weir structures and/or underdrain systems to maintain water levels, improve water quality and allow discharge at the appropriate pre-development rate. (ADA, Page 22-2)

All stormwater runoff will be directed via grassed swales and stormwater piping into retention/detention lakes. (ADA, Page 22-4)

Culverts at proposed road crossings will be utilized to maintain existing drainage patterns. (ADA, Page 22-5)

The stormwater management system proposed for Wesley Chapel Lakes will provide treatment of the required volume and will not commingle any untreated runoff. (SR, Page 1-15, Section 1.B.)

A homeowners' association(s) will be created which will assume the responsibility of maintaining the drainage system within residential areas. The golf course owners will maintain those systems inclusive of golf course acreage and Pasco County will be responsible for the park. (ADA, Page 22-6)

Water Supply

Non-potable water will be a combination of shallow irrigation wells and treated effluent. (SR, Page 1-5, Section 1.C.)

Sound engineering practices will be exercised during the design of the distribution systems to provide adequate fire protection even during times of heavy water usage within the development. This would include discerning the design flow and pressure requirements of the local fire-fighting authorities and performing numerical analyses of the proposed system to determine the appropriate line and pump sizes. (ADA, Page 23-5)

The potable water supply will be constructed by the developers, as each specific parcel of land is developed. (ADA, Page 23-4)

Solid Waste

The applicant will participate in any county-wide effort to recycle waste products. (SR, Page 1-22, Section 1.A.)

There is no industrial land use in the project, nor are there any land uses contemplated that will generate any industrial or hazardous wastes requiring special treatment. (ADA, Page 21-1.)

The developer intends to assure compliance with Chapter 84-223 Laws of Florida. (SR, Page 1-22, Section 1.A.)

Energy

Alternative energy sources will be used wherever feasible. (SR, Page 1-17, Section 1.B.)

The owner/applicant will encourage purchasers of individual development tracts to utilize construction techniques and building materials which can reduce the cost of construction, maintenance and energy consumption. (SR, Page 1-40)

Education

The applicant has generally agreed to reserve 15 acres for the Pasco County School Board to use as an elementary school site. (SR, Page 1-5, Section 1.B.)

The applicant and the School Board will be negotiating an elementary school site on Wesley Chapel Lakes property. (SR, Page 1-23, Section 1.A.)

An analysis of the estimated school tax and impact fee yield from Wesley Chapel Lakes during each phase of development, an estimate of the capital improvement costs that will be borne by the local government for installation of all public education facilities not provided by the developer and the availability of educational facility capacity for the students generated by Wesley Chapel Lakes at each phase of development, as needed, will be provided prior to DRI Final Report. (SR, Page 1-23, Section 1.A.) (Developer clarification: delete this commitment)

Recreation and Open Space

A letter from Pasco County providing the following information will be provided prior to the DRI Final Report.

- The County's intended improvements to the park site required to be donated by the developer on-site;
- The type of recreation activities anticipated to be accommodated at this park;
- When the park improvements are scheduled to be made by the County; and
- if there will be a reverter clause attached to the park site.
(SR, Page 1-24, Section 1.A.)

A property owners' association will be formed to maintain the lakes, buffers, cypress areas and recreation areas not dedicated to Pasco County. (ADA, Page 27-1)

Passive recreational areas as well as the County parkland have been designed with the needs of children, the elderly and handicapped in mind to encourage use by all age groups. (SR, Page 1-25, Section 1.A.)

Transportation

The responsibility of the developer to contribute to the cost of necessary transportation improvements is understood by the applicant. (SR, Page 1-20, Section 1.B.)

The developer is proposing to pipeline his proportionate share of necessary roadway improvements for Phase I only. (SR, Page 1-20, Section 1.B.)

Housing

The owner/applicant commits to cooperate in any analysis of housing needs to determine the availability of adequate housing in the impact area of the development. This effort will be coordinated with the Florida Department of Community Affairs (DCA) and Pasco County and will seek to identify the need for adequate housing exceeding that to be provided at Wesley Chapel Lakes. If such an analysis indicates that a substantial need for adequate housing exists, and that Wesley Chapel Lakes is not providing housing which meets this need, the owner/applicant shall further cooperate in the preparation of a Housing Affordability and Implementation Plan (HAIP) which complies with the goals and standards of the FRCRPP, approved Pasco County CLUP, and applicable rules and policies established by DCA prior to the commencement of development. It is anticipated that this commitment will also address the regional need for low-to-moderate income housing as defined by the Department of Housing and Urban Development. (SR, Page 1-39, Section 1.A.)

The gross residential densities of Wesley Chapel Lakes at build-out will be 2.1 dwelling units per acre (based on 2,150 acres and 4,520 units). (ADA, Page 32-3)

Commercial uses will not intrude into residential neighborhoods. (SR, Page 1-6, Section 1.A.)

Improvements made to parcels prior to sale to end users will include road surfacing, water and sewer systems, drainage systems, including the overall retention pond excavation detailed on Map G, electrical and phone connections. (ADA, Page 32-1)

24. Vehicular access rights shall be dedicated/donated to the County prior to final record platting for each phase of any increment along all major roads within or adjoining the project. Landscape buffering shall be provided along these roads. A unifying landscape buffer and signage plan for these major roads shall be provided to the DRC for approval prior to the approval of the first preliminary/preliminary site plan.
25. The utilization of a private road must obtain DRC approval during preliminary/site plan review. All roads within the development shall be dedicated to the County or shall be under the management and control of a property owners' association(s) which shall provide a mechanism for the maintenance of those roadways not dedicated to the County. Documentation of the property owners' association(s) ability to provide a mechanism for the maintenance of the roadways shall be submitted to the DRC for their approval during preliminary/site plan review.
26. Sidewalks shall be constructed on both sides of all proposed roads. Bicycle lanes shall be provided along nonlocal internal roadways. A DRC approved pedestrian/bikeway plan, which provides an alternative method of pedestrian/bikeway circulation, may supersede this requirement. Such pedestrian/bikeway plans shall comply with the handicapped provisions of Chapter 336.045, Florida Statutes, and with the FDOT Bicycle Facilities Manual.

Development Standards/Land Use

27. The land use designations, as shown on the Master Development Plan, shall conform with the design standards outlined in the following:

Development Standards/Land Use *
Wesley Chapel Lakes

Land Use Category	SF-1 Single Family	SF-2 Single Family	MF Multi Family	C-2 Community Commercial and Office
Housing Type	Detached Homes	Cluster Homes	Townhouse & Garden Villas	N/A
MINIMUM SITE AREA (SQ. FT.)	N/A	N/A	15,000	20,000
MINIMUM LOT AREA (SQ. FT.)	6,000	3,200	N/A	N/A
MINIMUM LIVING AREA (SQ. FT.)	650	650	500	N/A
MINIMUM LOT WIDTH (FEET)	60	40	N/A	100
MINIMUM SITE WIDTH (FEET)	N/A	N/A	100	N/A
MINIMUM LOT DEPTH (FEET)	85	80	N/A	N/A
MINIMUM SITE DEPTH (FEET)	N/A	N/A	100	N/A
MAXIMUM BLDG. HEIGHT (FEET)	35	35	45	60
MINIMUM FRONT YARD SETBACKS	20	20	N/A	50
MINIMUM SIDE YARD SETBACKS	7.5	N/A	N/A	30
MINIMUM REAR YARD SETBACKS	15	10	N/A	30
MINIMUM SEPARATION				
BETWEEN BUILDINGS	15	10	15	N/A
MINIMUM SETBACK FROM PUBLIC R.O.W.	20	20	18	50
MINIMUM SETBACK FROM				
EDGE OF EASEMENT OF PRIVATE ST.	45	45	18	N/A
MINIMUM SETBACK FROM				
LAND USE BOUNDARIES	N/A	N/A	20	N/A
MAXIMUM BUILDING COVERAGE	45%	50%	50%	50%

*As to any standard set forth herein, the developer may elect to comply with any standard set forth under Pasco County Ordinances and regulations which may be less stringent than those set forth herein.

- A. Single-Family (SF-1) (3.5 du/ac) - Development standards shall conform with the R-4 (High Density Residential) Zoning District except the minimum lot width shall be 60 feet.
- B. Single-Family Cluster (SF-2) standards (6.5 du/ac) - A zero lot line product of 3,200 square feet is permitted; however, the area difference between the cluster lot size and 6,000 square feet shall be left in open space. All such lot reductions shall be compensated for by an equivalent amount of land in cluster open space to be preserved and maintained for its scenic value (including tree canopy). Each preliminary plan for cluster development shall indicate the amount, location, and proposed ownership of the open space in that phase (increment). Each cluster dwelling unit shall adjoin an open space area, unless waived by the Zoning Administrator because of the unique design. Each open space area shall have no less than a 20-foot average width. An open space

landscape plan (show the type, sizes, and location of vegetation) shall be submitted with each preliminary plan.

With any cluster development, the County may add additional performance standards during the time of preliminary/site plan approval. The developer shall also submit a concept sketch for the Planning and Zoning Department's review, prior to submission of a preliminary/site plan showing the location of typical buildable area with appropriate typical lot setbacks. The Zoning Administrator shall have the authority to approve, reject, or recommend modifications to the concept sketch. Any such action by the Zoning Administrator may be appealed first to the DRC, whose ruling(s) may, in turn, be appealed to the Board of County Commissioners.

The cluster lot:

1. May have one side wall to abut side lot line providing:
 - A perpetual four-foot maintenance easement is placed on the adjoining lot.
 - There will be no openings on wall abutting zero lot line side.
 - Fifteen percent of the total wall area of each unit must open onto a patio.
2. Shall have:
 - A minimum of 20-foot front yard setback; 40 percent of the cluster lots may vary the front yard setback to ten feet, provided that the rear setback on these lots is increased by ten feet, and that each lot contains at least 20 feet of driveway depth from the lot line. Lots having a ten-foot front setback shall be identified on the preliminary plan and final plat.
3. Shall have at least two trees per lot.

C. MF (12 du/ac) - MF-1 (Multiple Family Medium Density) District.

D. Community Commercial and Office C-2 (General Commercial) District - Development standards shall conform with Article 18, Ordinance 75-21, C-2 (General Commercial) District and:

1. The permitted uses shall be consistent with Section 16.3, Permitted Uses, Zoning Ordinance for Community Commercial.
2. Parking lots shall be planted with trees in such a manner as to break up the expanse of paving.

28. Principal structures (exclusive of swimming pools) shall be set back at least 35 feet from the rights-of-way or access easement lines of the collector and arterial roads. However, this setback may be reduced to 25 feet if a six-foot high wall is provided as a buffer.

29. The number of units and density may increase within any specific "SF-1", "SF-2", or "MF" residential tracts as shown on the Master Development Plan for the 2,150-acre site, provided however, the maximum densities allowed in the corresponding zoning categories (i.e., "SF-1" - R-4; "SF-2" - R-4; and "MF" - MF-2) shall not be exceeded.

The number of units and density may increase within any specific residential tract/pod shown on the Master Development Plan provided:

A. There is a corresponding increase or decrease, as appropriate, in some other residential tract/pod to indicate that the total unit threshold of 4,520 is not exceeded at project buildout.

B. Total multifamily unit amount will not exceed 1,044 (i.e., 870 x 20%).

30. Upon submittal of an amended request of the developer and upon recommendation of the Zoning Administrator, the DRC may amend use designations (to intensify development; i.e., SF-1 to SF-2 to MF) of residential tracts/pods shown on the Master Development Plan provided:

CONDITIONS:

1. There shall be no "development," as defined by Section 380.04, Florida Statutes, at the site of the project known as WESLEY CHAPEL LAKES, which shall include Rezoning Petition No. 3399 and which is described more specifically in the application for MPUD rezoning, until such development is expressly authorized by:
 - a. A Development Order issued by Pasco County in compliance with the requirements of Section 380.06, Florida Statutes; or
 - b. A predevelopment agreement approved by Pasco County and the Florida Department of Community Affairs; or
 - c. The express written approval of Pasco County and the Florida Department of Community Affairs.
2. The C-2 portion known as the Central Business District containing 109 useable acres shall be developed in accordance with a comprehensive design to create a unified commercial, professional office, service, recreational, and community facilities center to serve the Wesley Chapel Lakes community and environs.
3. The owner/developer must comply with all C-1 (Neighborhood Commercial) District requirements on the southern commercial parcel located along County Line Road.
4. The owner/developer must comply with all C-2 (General Commercial) District requirements on the northern commercial parcel located along C.R. 54 and must develop and integrate this development along the same lines as the adjacent commerce park to the south.
5. All other C-2 (General Commercial) and R-MH (Mobile Home) Districts not referenced or specified above must comply with all the requirements of the appropriate zoning district.

NOTICE OF ADOPTION OF THE DEVELOPMENT ORDER
FOR THE WESLEY CHAPEL LAKES 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. 90-55 dated December 19, 1989, has adopted a Development Order for a Development of Regional Impact known as Wesley Chapel Lakes. 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

