



PASCO COUNTY, FLORIDA

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ZONING AND SITE DEVELOPMENT
WEST PASCO GOVERNMENT CENTER
7530 LITTLE ROAD, SUITE 210
NEW PORT RICHEY, FL 34654

December 22, 2011

Mr. Mark B. Ruhe, Vice President, Real Estate
Mail Code OM-3103
T Rowe Price Associates, Inc.
4515 painters Mill Road
Owings Mills, Maryland 2117

RE: Long Lake Ranch (DRI No. 247) – T. Rowe Price
Request for 4-Year Development Order and Concurrency Extensions

Dear Mr. Ruhe:

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):

The following state/regional dates have been extended consistent with the correspondence from the Tampa Bay Regional Planning Council dated December 5, 2011:

- The build-out date for state/regional purposes is hereby extended from:
 - November 30, 2015 to November 30, 2019
- The down-zoning/expiration date for the Development Order is hereby extended from:
 - December 31, 2020 to December 31, 2024

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 Exemption 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, the 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 and the concurrency expiration dates shall be hereby extended as follows (see attached):

- The build-out date for Phase 1 shall be extended from November 30, 2015 to November 30, 2019
- The build-out date for Phase 2 shall be extended from November 30, 2018 to November 30, 2022

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- The build-out date for EC/TC Entitlements shall be extended from November 30, 2020 to November 30, 2024 (Phase 1) and November 30, 2023 to November 30, 2027 (Phase 2)

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. By accepting this extension, the applicant acknowledges that there are portions of HB 7207 that are ambiguous, and that there are contrary interpretations of HB 7207. Accordingly, by accepting this extension, the applicant agrees to hold Pasco County harmless in the event a court of competent jurisdiction determines that the extension granted by Pasco County was not legally granted.

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

Sincerely,



Ahsan Khalil
Transportation Planner II

cc: File

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#247

BARBARA L. WILHITE, P.A.
ATTORNEY AT LAW

Figurski & Harrill Office Building
2550 Permit Place
New Port Richey, FL 34655

Barbara L. Wilhite, P.A.
Barbara@wilhitelaw.net

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

August 4, 2011

Cynthia D. Spidell, MBA
Senior Planner & DRI Coordinator
Growth Management Department
West Pasco Government Center
8731 Citizens Drive, Suite 320
New Port Richey, FL 34654-5598

Re: Long Lake Ranch, LLC – Land Use Exchange

Dear Cynthia:

This letter is to notify the County, Tampa Bay Regional Planning Council (TBRPC) and the Florida Department of Community Affairs (FDCA) that my client, Long Lake Ranch, LLC (LLR LLC), intends to use the land use exchange provisions in Section 5.b. of the DRI Development Order in connection with a pending MPUD amendment. Specifically, LLR LLC intends to use the Land Use Equivalency Matrix (LUEM) to convert 70 approved multifamily units to 48 single family units for a total of 976 dwelling units (646 single family detached units and 330 multifamily/townhome/villa units). A copy of Section 5.b. of the DRI Development Order and the Land Use Equivalency Matrix are enclosed for your reference.

The LUEM allows multifamily units to be traded for single family units at a rate of .69 of a single family unit for each multifamily unit. The pending MPUD amendment uses this methodology in support of the requested conversion of 70 multifamily units to 48 single family units. Because the total number of units and their proportionality are derived through the use of the adopted LUEM, the proposed conversion is neutral with respect to trip generation.

In accordance with the Section 5.b. of the DRI Development Order, we respectfully request that the Growth Management and Planning Department verify as to implementation in accordance with the LUEM and submit to the Development Review Committee for approval at the same public hearing as the pending MPUD amendment.

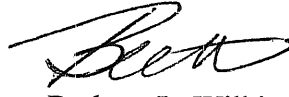
Cynthia D. Spidell, MBA

August 4, 2011

Page Two

Thank you for your assistance and please do not hesitate to contact me if you have any questions or require additional information.

Very truly yours,



Barbara L. Wilhite

BLW/lc

Enclosures

cc: Dianne Naeyaert, Growth Management
Mike McDaniel, Chief, Bureau of State Planning, FDCA (w/enclosures)
John Meyer, DRI Coordinator, TBRPC (w/enclosures)
Mark Spada, MI Homes of Tampa, LLC
Ed Suchora, Beazer Homes - Tampa Division
Ed Rogers, P.E., Heidt Design

thereof) and that otherwise meet EC-MPUD Employment Center Master Planned Unit Development requirements (as modified in the corresponding MPUD Master Planned Unit Development amendment) shall be considered EC Entitlements (as a Corporate Business Park). All Parcel C hotel entitlements that have on-site conference and catering facilities and that otherwise meet EC-MPUD Employment Center Master Planned Unit Development requirements (as modified in the corresponding MPUD Master Planned Unit Development amendment), shall be considered EC Entitlements (as a Corporate Business Park). For the purposes of this DO, TC Entitlements shall be any entitlements developed in accordance with the Town Center requirements of the Comprehensive Plan and the County's Traditional Neighborhood Development (TND) standards.

5. **SPECIFIC CONDITIONS**

a. Development components:

Subject to the possible exchange of land uses as described below, the project consists of the land uses by phase as described in Table 1 and as conceptually depicted on Exhibit H.

b. Land Use exchange:

(1) Development entitlements within Phase 1 and/or Phase 2 of the project may be exchanged pursuant to the Land Use Equivalency Matrix set out in Exhibit "E," attached hereto; provided, however, that a) exchanges of commercial, hotel, or office entitlements to residential entitlements are not permitted; b) the 625,000 square feet of office uses allocated to Parcels A and B, as depicted on Exhibit H, shall not be subject to exchange; and c) Parcel D, as depicted on Exhibit H, shall not have any vertical building use or square footage entitlements allocated to it. All Land use exchanges shall be submitted to the Growth Management Department for verification as to implementation in accordance with the Land Use Equivalency Matrix, with copies to the Florida Department of Community Affairs (FDCA) and TBRPC, a minimum of fourteen (14) days prior to submittal to Pasco County, then submitted to the DRC on its consent agenda for approval and the use thereof shall be reported in the next Biennial Report.--

(2) Any amendments to the land use mix or proposed phasing schedule, other than those authorized above, shall be approved pursuant to an NOPC as required by Section 380.06(19), F.S., which approval shall not be withheld for mere acceleration or deceleration of phases if otherwise there is compliance with the terms of this DO. In addition to the requirements set forth above, any departure in project build-out from the phasing schedule set forth in this DO shall be subject to review to determine if such departure constitutes a substantial deviation pursuant to Section 380.06(19), F.S.

c. Water Quality and Drainage:

(1) Development of the LONG LAKE RANCH DRI shall not result in Levels of Service for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan and Land Development Code as maybe amended from time to time.

EXHIBIT "E" (Revised 11/13/08)

Long Lake Ranch Land Use Trade Offs

| | To Single-Family (Units) | To Multifamily (Units) | To Hotel (Rooms) | To Office (1,000's Sq. Ft.) | To Retail (1,000's Sq. Ft.) |
|--------------------------------------|-----------------------------|---------------------------|---------------------|--------------------------------|--------------------------------|
| From Single-Family Units | - | 1.44 | N/A | N/A | N/A |
| From Multifamily Units | 0.69 | - | 0.88 | 0.42 | 0.18 |
| From Hotel (Rooms) | N/A | N/A | - | 0.48 | 0.21 |
| From Office (1,000 Sq. Ft.) | N/A | N/A | 2.09 | - | 0.44 |
| From Retail (1,000's Square Feet) | N/A | N/A | 4.77 | 2.28 | - |

Source:

Long Lake Ranch NOPC Application, Table 21-5; Long Lake Ranch Notice of Proposed Change, Transportation Appendix, Appendix D. Based on trip generation rates, ITE 7th Edition

Note:

- (1) Retail, hotel and office uses may not be exchanged for residential uses.
- (2) The 625,000 sq. ft. office use allocated to Parcel A and Parcel B and 375,000 sq. ft. of office use on Parcel C (as depicted on Exhibit H) shall not be exchanged for any other land uses. The remaining 305,000 sq. ft. of office use allocated to Parcel C may be converted in accordance with the above table.
- (3) Any office or hotel use within Parcel C (as depicted on Exhibit H) which is converted to retail shall be developed in accordance with Pasco County's Towncenter standards as defined in the DO.
- (4) Total hotel rooms shall not exceed 440 rooms, in any event.
- (5) Land Use Exchanges may be subject to proportionate share payment pursuant to Section 5m(5)(a) of the DO.
- (6) Multifamily on Parcel C of Exhibit H may be exchanged to nonresidential uses.
- (7) Multifamily exchanges to Single Family shall not be allowed on Parcel C of Exhibit H.
- (8) Single Family may be exchanged to Multifamily such that the overall increase in residential units does not exceed 10%.
- (9) The Phase 1 single-family units may not be exchanged for any non-residential use.
- (10) Parcel D (as depicted on Exhibit H) shall have no vertical building uses allocated to it, nor transferred to it by exchange or otherwise.
- (11) Source: Land use exchanges based on P.M. peak hour average trip rates (ITE 7th Edition).

| | |
|-------------------------------------|------------|
| Single Family - Detached (1 unit) = | 0.75 trips |
| Multi Family (1 unit) = | 0.52 trips |
| Office (1,000 sq. ft.) = | 1.23 trips |
| Retail (1,000 sq. ft.) = | 2.82 trips |
| Hotel (1 room) = | 0.59 trips |

Example:

Trade from Multifamily to Office

Trade 100 multifamily units to office

$(100 \times .42) \times 1,000 = 42,000$ square feet of office

#247
→



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

CERTIFIED MAIL NO. 7000 0600 0024 4518 4546
RETURN RECEIPT REQUESTED

December 23, 2010

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

RE: Long Lake Ranch – Development of Regional Impact No. 247
Development Agreement

Dear Mr. Eubanks:

Enclosed please find a copy of the recorded Long Lake Ranch Development of Regional Impact #247, 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 October 19, 2010 and was recorded in the public records of Pasco County on November 24, 2010.

Sincerely,

Cynthia D. Spidell

Cynthia D. Spidell, MBA
Senior Planner & DRI Coordinator

Enclosure

cc: Donna Feldman, P.A., 19321-C U.S. Highway 19 North, Suite 600, Clearwater, FL 33764
Barbara Wilhite, P.A., The Oaks at Perrine Ranch, 2550 Permit Place, FL 34655
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

BOARD RECORDS
CHARGE 115-002

BOARD RECORDS
CHARGE 115-002



S/H



**SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR
LONG LAKE RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 247,
BETWEEN AND AMONG PASCO COUNTY, FLORIDA, AND AMPROP GENERAL
INVESTMENTS, LLC; LONG LAKE RANCH, LLC; TRP OFFICE FLORIDA, LLC;
ROY NICHOLAS GERACI, JR.; PETER A. GERACI; N. GERACI & CO., INC.; ROY
NICHOLAS GERACI, JR. CHILDRENS' TRUST; PETER A. GERACI CHILDRENS'
TRUST; AND LG LAND, CATTLE & TIMBER COMPANY, INC., A FLORIDA
CORPORATION**

Rcpt: 1331768 Rec: 749.50
DS: 0.00 IT: 0.00
10/20/10 S. Hatcher, Dpty Clerk

THIS SECOND AMENDED AND RESTATED DEVELOPMENT 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 (the "County"), Amprop General Investments, LLC ("Amprop") and Long Lake Ranch, LLC ("LLR LLC") (Amprop and LLR LLC also are referred to herein as "Developer(s)" or "Developer(s) of Record"), and TRP OFFICE FLORIDA, LLC, as an assignee of T. Rowe Price Associates, Inc. ("TRP") and Roy Nicholas Geraci, Jr.; Peter A. Geraci; N. Geraci & Co., Inc.; Roy Nicholas Geraci, Jr. Childrens' Trust; Peter A. Geraci Childrens' Trust; and LG Land, Cattle & Timber Company, Inc.; a Florida corporation (collectively the "Geracis" or the "Owners," as their interests may appear of record) (hereinafter "Second Amended and Restated DA" or "DA").

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
10/20/10 09:56am 1 of 88
OR BK 8447 PG 864

WITNESSETH:

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

WHEREAS, on February 24, 2004, the County approved a development order (the "Original DO") with conditions for Development of Regional Impact (DRI) No. 247 in response to an Application for Development Approval (ADA) for the DRI No. 247 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A (the "Project");

WHEREAS, the MPUD Master Planned Unit Development Conditions of Approval for the Project requires the payment for the signalization cost of S.R. 54 and Sunlake Boulevard if and when warranted in accordance with such MPUD Master Planned Unit Development Conditions of Approval; and

WHEREAS, on June 21, 2007, the Development Review Committee (DRC) determined a variance from the County's transportation corridor management requirements for S.R. 54 is not needed, as the requirements of the Right-of-Way Preservation Ordinance for S.R. 54 have been met (125-foot right-of-way exists from the centerline of S.R. 54); and

WHEREAS, on June 21, 2007, the DRC approved a variance from the County's transportation corridor management requirements to vary the dedication without compensation requirement for the Sunlake Boulevard right-of-way from 142 feet to 120 feet; and

Rcpt: 1337742 Rec: 766.50
DS: 0.00 IT: 0.00
11/24/10 R. Giard, Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
11/24/10 02:49pm 1 of 90
OR BK 8473 PG 627

WHEREAS, to satisfy certain requirements of the original Long Lake Ranch DO and the original Long Lake Ranch MPUD Master Planned Unit Development Conditions of Approval concerning S.R. 54 intersection improvements, the construction of Sunlake Boulevard, and the intersection signalization at Sunlake Boulevard and S.R. 54, the County and LLR LLC entered into that certain Development Agreement (DA) approved by the Board of County Commissioners on July 24, 2007, and recorded in the Public Records of Pasco County, Florida, on August 8, 2007, at Official Record Book 7595, Pages 1-39 (the "Original DA"); and

WHEREAS, in connection with an Amended and Restated Development Order for the Long Lake Ranch DRI, a MPUD Master Planned Unit Development amendment for the Long Lake Ranch DRI ("MPUD Amendment"), and a related Comprehensive Plan Amendment ("CPA") for certain subarea policies affecting the Long Lake Ranch DRI, the County approved an Amended and Restated Development Agreement for Long Lake Ranch DRI on November 25, 2008, but the "Effective Date" of the Amended and Restated Development Agreement ("First Amended and Restated DA") was set as the date Amprop (or its designee) closed of record upon that certain portion of the Exhibit A land depicted as Parcels A and B on Exhibit B of the First Amended and Restated DA, and conveyed (or caused to be conveyed) same of record to T. Rowe Price Associates, Inc., a Maryland corporation authorized to do business in the State of Florida or its subsidiaries or assigns; and

WHEREAS, on July 1, 2009 TRP as assignee of T. Rowe Price Associates, Inc., acquired fee title to Parcels A and B from Amprop as contemplated by the First Amended and Restated DA; and

WHEREAS, the NOPC and First Amended and Restated DA provided for an extension of the existing build-out dates for all DRI Phase 1 entitlements through November 2015, and for the specific approval of certain DRI Phase 2 entitlements through November 2015, all as more specifically set forth in the Amended and Restated Development Order adopted by the County pursuant to the approved NOPC (all references to the "DO" or the "revised DO" herein shall mean the Amended and Restated Development Order adopted November 25, 2008 pursuant to the NOPC); and

WHEREAS, the revised DO contemplated substantial modifications to the required transportation improvements deemed necessary by the County to mitigate the transportation impacts that will result from approval of the NOPC; and

WHEREAS, the Amended and Restated Development Order pursuant to a Notice of Proposed Change (NOPC) and First Amended and Restated DA documented the numerous agreements and conditions related to the agreed transportation pipeline improvement required by the revised DO, in order to ensure the timely provision of all required rights-of-way, drainage retention and mitigation areas, and construction of the related road improvements required by the revised DO; and

WHEREAS, subsequent to the County's approval of the First Amended and Restated DA and the acquisition of Parcels A and B by TRP a number of issues have arisen relating to scheduling and construction responsibilities for the transportation pipeline improvement, including, but not limited to, LLR LLC's failure to

post the required financial guarantee for its portion of the transportation pipeline improvement and the County's imposition of two special assessments against the LLR LLC property in response to such failure; and

WHEREAS, LLR LLC has requested that the County accept the special assessments as the required financial guarantee for its portion of the transportation pipeline improvement, subject to the terms and conditions set forth herein and in the revised special assessment resolutions to be adopted in accordance with Section 5.d.(7) of this DA;

WHEREAS, on June 23, 2009 the County, Amprop and TRP entered into a Memorandum of Understanding ("MOU") which contemplated specific changes to the First Amended and Restated DA in order that Amprop and TRP could proceed forward with the closing on Parcels A and B; and,

WHEREAS, the parties are now desirous of modifying the First Amended and Restated DA to specifically address the changes contemplated by the approved MOU as well as other changes relating to the construction obligations of the transportation pipeline improvement; and

WHEREAS, the Board of County Commissioners after public notice and hearing in accordance with applicable law, has approved this Second Amended and Restated DA;

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

1. **WHEREAS CLAUSES**

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

2. **PURPOSE**

It is the purpose and intent of this DA to set forth the specific terms and conditions for development approval of the Project, as defined pursuant to the DO, as the same relate to the design, provision of all required rights-of-way, drainage retention and mitigation areas, permitting, and construction of Sunlake Boulevard and the S.R. 54 intersection improvements, including the signalization of the Sunlake Boulevard/S.R. 54 intersection, as required by the DO (collectively the "Required Roadway Improvements"). This DA is intended to define the terms and conditions of the County's, the Developers', and the Owners' respective participation in the Required Roadway Improvements as further defined herein. All terms and conditions of this DA shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. **GENERAL REQUIREMENTS**

a. **Legal Description**: The land subject to this DA is identified in Exhibit A. The holders of legal title are Long Lake Ranch, LLC; TRP Office Florida, LLC; Peter Adkins Geraci; Roy Nicholas Geraci, Jr.; N. Geraci & Co., Inc.; Roy Nicholas Geraci, Jr. Childrens' Trust; Peter A. Geraci Childrens' Trust;

and LG Land, Cattle & Timber Company, Inc. Pursuant to Section 163.3239, F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to all such legal and equitable owners and their successors in interest.

b. Duration and Effective Date: This DA shall be for the duration of the Long Lake Ranch DRI DO, as amended or extended by the County, or twenty (20) years from the Effective Date of this DA, whichever is later, subject to any conditions precedent or termination provisions herein or termination by mutual agreement. The "Effective Date" hereof, for all purposes, shall be thirty (30) days after this DA having been received by the state land planning agency pursuant to Subsection 163.3239, Florida Statutes. Notwithstanding the foregoing or anything to the contrary in this DA, this DA shall not be effective as to LLR LLC, or as to any County assumption of LLR LLC's obligations (except as necessary to meet its obligations to TRP), until the following conditions are satisfied: (i) the County adopts the revised special assessment resolutions contemplated by Section 5.d.(7); and (ii) LLR LLC executes and delivers to the County the Waiver of Defenses and Consent to Entry of Final Judgment in the form required by Section 5.d.(8). Until such time as the foregoing conditions have been completed, LLR, LLC's obligations shall be governed by the First Amended and Restated DA, and the special assessment resolutions adopted by the County in response to LLR, LLC's default under the First Amended and Restated DA. No delay in the satisfaction of the foregoing conditions shall impact the date established as the Effective Date under this paragraph, or extend the duration of this DA.

c. Development Uses of Land: On June 8, 2004, the County approved the adoption of Rezoning Petition No. 6171 to rezone the Property to an MPUD Master Planned Unit Development District. On November 25, 2008, the County adopted the MPUD Amendment which further sets forth the zoning entitlements for the DRI Project, as more fully set forth in the MPUD Amendment, the NOPC, and the revised DO for the Project.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through the Required Roadway Improvements and other transportation facilities required by the Pasco County Land Development Code (LDC) and Comprehensive Plan. Adequate potable water and wastewater services for the Project are available through the County's existing water and sewer lines subject to a Utilities Services Agreement with the County, the MPUD Amendment Conditions of Approval, and the DO. Adequate disposal services for the Project are available through existing licensed collectors and the County's Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Code of Ordinances and the Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by the Developers in accordance with the terms and conditions of the DO, the MPUD Amendment, this DA, the County's approved construction plans, and satisfaction of all County, State, and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations, dedications, and conveyances for public purposes (rights-of-way, retention and mitigation areas) for the Required Roadway Improvements are expressly provided for, and governed by this DA.

Any other reservations or dedications for other public purposes shall be provided only to the extent and as set forth in the MPUD Amendment or the revised DO.

f. Local Development Permits Needed: Prior to the adoption of this DA, the Developers have submitted, and the County has reviewed and/or has under review, certain construction plans for the Required Roadway Improvements. The County shall expedite the completion of its review and approval of the construction plans, in accordance with the LDC, at the earliest practical date. The County also shall cooperate with the Developers and assist, to the extent practical, in the procurement by the Developers of all other approvals of other agencies having jurisdiction, for the Required Roadway Improvements.

g. Findings: The County previously found that Phase 1 of the Project, as originally approved in the Original DO, was consistent with the portions of the Comprehensive Plan applicable to Project development approvals, and that Phase 1 met the transportation concurrency requirements under Chapter 402 of the LDC, through the original build-out date of December 31, 2007, for Phase 1. Incident to the approval of the revised DO, the County determined that the extension of the Phase 1 build-out date through November 2015, and the specific approval of the Phase 2 entitlements through a build-out date of November 2015, was consistent with the portions of the Comprehensive Plan applicable to Project development approvals. Furthermore, the County has determined that both Phase 1 and Phase 2 entitlements (as set forth in the NOPC and revised DO) meet the transportation concurrency requirements of Chapter 402 of the LDC, through the new build-out date(s) of November 30, 2015, for Phase 1 and November 30, 2018 for Phase 2 entitlements which includes both the 1 year extension granted by the Board of County Commissioners on November 25, 2008 and the 2 year extension granted by the Board of County Commissioners on June 23, 2009 pursuant to RES 09-269), based upon the negotiated transportation mitigation provisions for the Required Roadway Improvements, as memorialized in this DA. Except for the foregoing vesting of entitlements through the build-out dates of November 30, 2015 and November 30, 2018 respectively, and as may be authorized by the DO, the Project will be subject to the LDC and the Comprehensive Plan. The foregoing extended build-out dates are inclusive of applicable statutory extensions. Notwithstanding the foregoing, any build-out date extension request for any Employment Center entitlements (EC Entitlements) and Town Center entitlements (TC Entitlements) as defined in the DO, including all those entitlements authorized for Parcels A and B as depicted on Exhibit H, have been extended for five (5) additional years to November 30, 2020 or November 30, 2023 (as applicable based on the Phase applicable to such entitlements), as qualifying limited exemptions under Section 402.7 of the LDC and the County shall not require revised traffic studies or additional transportation mitigation from TRP or Developers for any such extension.

h. Requirements Necessary for the Public Health, Safety, and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the County for the public health, safety, or welfare of its citizens have been identified and included within the MPUD Amendment Conditions of Approval, the revised DO, and this DA. In addition, the Developers shall be subject to the other applicable provisions of the LDC, Code of Ordinances, and Comprehensive Plan necessary for the public health, safety, and welfare.

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

j. Zoning and Comprehensive Plan Issues: The Comprehensive Plan Future Land Use (FLU) Map classifications for the Project are RES-3 (Residential - 3 du/ga) and ROR (Retail/Office/Residential). The zoning classification for the Project is MPUD Master Planned Unit Development. The MPUD Amendment for the Project is consistent with the land use designations for the Project established in the FLU Element of the Comprehensive Plan.

4. REQUIRED ROADWAY IMPROVEMENTS

a. Identification of Required Roadway Improvements: To fully mitigate the transportation impacts of Phase 1 and Phase 2 of the Project pursuant to the revised DO, and to meet concurrency for Phase 1 and Phase 2 of the Project, through the build-out dates of November 30, 2015 and November 30, 2018 respectively, the following Required Roadway Improvements shall be provided:

(1) Design, permit, construct, and provide rights-of-way, drainage, retention and mitigation areas (in accordance with the approved construction plans) for:

(a) Sunlake Boulevard – four (4) lanes from State Road 54 south through the Long Lake Ranch DRI, tapering to two (2) lanes north of the Hillsborough County line, and then to its existing terminus within Hillsborough County as further described below.

(b) Certain S.R. 54 intersection improvements (in accordance with approved construction plans) as follows:

(i) S.R. 54 and Sunlake Boulevard (denoted on Exhibit B).

(ii) S.R. 54 and East Frontage Road (denoted on Exhibit B).

(2) Design, permit, and provide signalization at S.R. 54 and Sunlake Boulevard (subject to reimbursement from others as set forth below).

(3) Provide or acquire right-of-way where necessary for the Required Roadway Improvements.

b. Timing and Description of Required Roadway Improvements: The respective obligations of the County, Amprop, LLR LLC, and the Geracis for the Required Roadway Improvements are set

forth below. Final 100 percent design approval and issuance of permits from all applicable review agencies for the S.R. 54/Sunlake Boulevard intersection and the Sunlake Boulevard segment(s) between S.R. 54 (including the intersection and signalization) south to the southern right-of-way line for the DRI Loop Road (the "Amprop Segment") and from the Pasco County-Hillsborough County boundary line, south to the existing terminus of the two (2) lane segment of Sunlake Boulevard in Hillsborough County (the "Hillsborough Segment") each as depicted on Exhibit C, have been obtained. Final 100 percent design approval and issuance of permits from all applicable review agencies for the Sunlake Boulevard segment(s) from the southern right-of-way line for the DRI Loop Road south to the Pasco County-Hillsborough County boundary line (the "LLR LLC Segment") as depicted on Exhibit C shall be obtained on or before April 1, 2012; provided however that such completion date shall be deemed extended automatically to June 30, 2013, if it becomes necessary for the County to pay for and complete such work. The construction of the Amprop Segment and Hillsborough Segment of Sunlake Boulevard and the improvements specified in Section 4.a.(1)b(i), S.R. 54/Sunlake Boulevard intersection improvements, have commenced, and shall be completed no later than June 30, 2011. The construction of the first two lanes and stormwater improvements, floodplain compensation, wetland mitigation, and other County required roadway appurtenances for four lanes (First Two Lanes) of the LLR LLC Segment of Sunlake Boulevard shall be commenced by LLR LLC no later than June 30, 2013, and shall be completed no later than June 30, 2014; provided, however, that such commencement and completion dates shall be deemed extended automatically to December 31, 2013 and December 31, 2014 respectively, if it becomes necessary for the County to complete such work. The construction of the second two lanes of the LLR LLC Segment of Sunlake Boulevard by LLR LLC shall be commenced no later than June 30, 2015, and shall be completed no later than June 30, 2016; provided, however, that such commencement and completion dates shall be deemed extended automatically to December 31, 2015 and December 31, 2016 respectively, if it becomes necessary for the County to complete such work. The construction of the improvements specified in Section 4.a.(1)b(ii), S.R. 54/East Frontage Road intersection, shall be made concurrent with construction of the East Frontage Road. The construction of the improvements specified in Section 4.a.(2), S.R. 54/Sunlake Boulevard signalization has been completed. For all purposes under this DA, the term(s) "Commence" or "Commencement" shall mean the issuance of a Site Development Permit by the County for the Required Roadway Improvements, and the term(s) "Complete" or "Completed" shall mean the Required Roadway Improvement has been accepted by the County (or Hillsborough County as to the Hillsborough Segment) for maintenance and is open to the traveling public, and the required Maintenance Guarantee has been provided by the applicable Developer.

c. The County agrees to assume responsibility for design, permitting and/or construction of the LLR LLC Segment in accordance with the timeframes set forth herein in the event LLR LLC fails to meet the timeframes set forth herein for design, permitting and/or construction. The County has

allocated in its approved 2010 fiscal year budget/Capital Improvement Program funds for the construction of the First Two Lanes of the LLR LLC Segment of Sunlake Boulevard consistent with the timeframes set forth above. With respect to the Required Roadway Improvements, the parties shall comply with the following:

(1) Sunlake Boulevard at S.R. 54 (Main Project Entrance). The Geracis previously provided to the FDOT all required rights-of-way for S.R. 54, and no additional right-of-way is required from others not a party hereto, for the Required Roadway Improvements. However, construction of the required intersection improvements for S.R. 54/Sunlake Boulevard required certain additional rights-of-way, and certain drainage retention and/or mitigation areas within the DRI, as depicted on Exhibit C hereto, to accommodate all shoulders, striping, signalization, signage, medians, stormwater drainage facilities, floodplain mitigation, wetland mitigation, sidewalk, bike path, crosswalks or other roadway appurtenances, in accordance with the approved construction plans, all of which additional rights-of-way and areas have been dedicated to Pasco County, to accommodate the following:

- (a) The westbound, dual left-turn lane (on S.R. 54).
- (b) The eastbound, right-turn lane (on S.R. 54).
- (c) Northbound, dual left-turn lanes and right-turn lane on Sunlake

Boulevard.

Amprop agrees to coordinate the completion of the design, permitting, and construction of the foregoing intersection improvements incident to the responsibility for the Amprop Segment of Sunlake Boulevard (see "Construction Entity" designation, below), as required by the County and/or FDOT, respectively. The Developer shall secure design permits from all required regulatory agencies and donate all right-of-way for road, drainage, floodplain compensation, and wetland mitigation. In addition, the Developer shall provide bid phase services such as but not limited to estimated quantities, technical specifications and clarifications to bidders pursuant to the County's Guidelines for Developer Pipeline Projects in Pasco County. The Developer shall also provide Construction, Engineering and Inspection (CEI) Services for the duration of the construction phase of the project. Furthermore, upon completion of the project, the engineer shall provide any required documentation of completion such as but not limited to final quantities and pay certifications, record drawings and copies of final inspection reports. Any sums collected by the County from any third parties for the Sunlake Boulevard/S.R. 54 intersection shall be retained by the County.

The necessary rights-of-way, retention and/or mitigation areas required for the intersection improvements, as depicted on Exhibit C hereto, or as otherwise provided in the approved construction plans, have been dedicated to Pasco County.

(2) S.R. 54 at East Frontage Road (Secondary Project Entrance at Oakstead). The FDOT has approved, at Station 275+00 (Metric), the access point and configuration for the Project's Easternmost project entrance, the East Frontage Road at S.R. 54, as depicted on Exhibit B hereto.

The developer of Parcel C (as depicted on Exhibit B) within the DRI shall coordinate the design, permitting, and construction of the intersection improvements at this location concurrent with its design, permitting, and construction for the related East Frontage Road, (to the extent not previously constructed by others), as follows:

- (a) The westbound, left-turn lane (on S.R. 54) (which has been completed).
- (b) The eastbound, right-turn lane (on S.R. 54).
- (c) Northbound, left- and right-turn lanes on the East Frontage Road.
- (d) Modify signalization, or pay proportionate share for same, if
required at such time.

Can
let three
lanes be
combined?

The developer of Parcel C (as depicted on Exhibit B) within the DRI shall provide the deeds, easements, and other conveyance documents necessary to provide to the County the necessary rights-of-way, retention and/or mitigation areas required for the intersection improvements, as provided in the approved construction plans.

(3) Signalization of the S.R. 54 and Sunlake Boulevard Intersection. Amprop has coordinated, as the Construction Entity (see below), the design, warrant study/approval, permitting and construction for the signalization on S.R. 54 at Sunlake Boulevard as part of the Sunlake Boulevard Pipeline Project (see below). As the Construction Entity, Amprop has advanced all sums necessary for the signalization improvement. The County shall act in good faith and with due diligence to procure from LeDantec (f.k.a Concord Station) MPUD Master Planned Unit Development (the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00), and from Sunlake Center DRI, 50 percent of the balance of the said signalization cost, which are the contributions presently required from the said Projects to this signalization requirement. Because Amprop is being reimbursed for the signalization pursuant Section 5.d.(2), the County shall retain any sums procured from such third parties, and use such sums to reimburse the County fund (General Fund or CIP if the CIP reimbursed the General Fund) that reimbursed Amprop for the signalization.

(4) Sunlake Boulevard. As set forth in the revised DO, the design, permitting, and construction of Sunlake Boulevard from S.R. 54, south to the existing terminus of Sunlake Boulevard in Hillsborough County, is the designated DRI pipeline project approved to mitigate the transportation impacts for the specific approval of the DRI Phase 2 entitlements, to satisfy a negotiated concurrency extension for the Phase 1 entitlements, and to meet concurrency for the specific approval of the Phase 2 entitlements. For all purposes under this DA, the term "Sunlake Boulevard Pipeline Project" (sometimes also referred to herein as the "Pipeline Project") shall include 1) all required improvements to the Sunlake Boulevard/S.R. 54 intersection, 2) the signalization of the Sunlake Boulevard/S.R. 54 intersection, and 3) the Sunlake Boulevard roadway extension from S.R. 54 south, to the existing terminus of Sunlake Boulevard in Hillsborough County, including

any and all rights-of-way, drainage, retention, wetland and/or floodplain mitigation, all turning movements, and other roadway appurtenances whatever, which are set forth in the roadway design and construction plans for all of the foregoing improvements. With respect to the roadway segment itself, the Sunlake Boulevard Pipeline Project includes design, permitting, and construction of four (4) lanes, divided, together with all thru-lanes, all turning movements, roadway drainage, retention, mitigation, and other appurtenances in accordance with the approved construction plans, from the S.R. 54/Sunlake Boulevard intersection, south to a taper point just north of the Pasco County-Hillsborough County boundary line, as depicted on Exhibit C, then tapering to two (2) lanes and continuing as two (2) lanes into Hillsborough County, to meet the terminus of the existing two (2) lane segment already constructed in Hillsborough County (also depicted on Exhibit C). The Sunlake Boulevard Pipeline Project does not include the Loop Road, East Frontage Road, Leonard Road Connector or S.R. 54 access intersections (all depicted on Exhibit B), other than the S.R. 54/Sunlake Boulevard intersection (see above).

5. SUNLAKE BOULEVARD PIPELINE PROJECT

The following specific terms and conditions shall apply to the Sunlake Boulevard Pipeline Project:

a. Designated Construction Entity. Amprop shall be the designated "Construction Entity" for the Amprop Segment and the Hillsborough Segment of Sunlake Boulevard for all purposes under this DA and the revised DO, and for coordinating and implementing the design, permitting, and construction of these segments. LLR LLC or the County shall be the designated "Construction Entity" for the LLR LLC Segment of Sunlake Boulevard for all purposes under this DA and the revised DO, and for coordinating and implementing the design, permitting, and construction of this segment. Notwithstanding the foregoing, Amprop has been designated as the "pipeline provider" in the revised DO and other applicable documentation. The owners of the DRI Phase 2 entitlements shall be entitled to a 100-percent proportionate-share credit against its DRI proportionate-share obligation, as provided in the revised DO, for the specific approval of the DRI Phase 2 entitlements, at the full FDOT-cost basis credit amount for the entire Sunlake Boulevard Pipeline Project (as set forth in Table 3 of the DO).

b. Sunlake Boulevard Right-of-Way. Pursuant to the Original DO and the existing DA, the Geracis have provided to the County, by deed of conveyance, 200 feet of right-of-way for Sunlake Boulevard, from S.R. 54 south to the Pasco County-Hillsborough County boundary line (the "Geraci R/W Deeds"). The Board of County Commissioners has paid to the Geracis for such right-of-way in excess of 120 feet, the aggregate amount of Two Hundred Eight Thousand One Hundred Twenty-Six and 00/100 Dollars (\$208,126.00) (the "R/W Payment Amount"), as bargain sale (i.e., less than fair market value) consideration for such lands. The 120 feet of right-of-way was a required donation from the Owners, pursuant to the Original DO and the existing DA (the "R/W Donation"). Pursuant to third-party contractual arrangements between the

Geracis and LLR LLC, the right-of-way deeds for Sunlake Boulevard previously were executed by the Geracis, and tendered into escrow, with a third-party escrow agent. However, the previous alignment of the right-of-way needed to be revised to accommodate connection to the actual alignment of Sunlake Boulevard at its terminus, in Hillsborough County. To facilitate the multiparty arrangement for the Sunlake Boulevard Pipeline Project as set forth herein, the Geracis and the County agreed to the following:

(1) The legal description(s) required for the Geraci R/W Deeds were revised by the project engineer (the "Project Engineer") as necessary to conform to the present road construction plans for Sunlake Boulevard and to resolve the alignment issue with the existing terminus of Sunlake Boulevard in Hillsborough County.

(2) The Geraci R/W Deeds were re-executed by the Geracis, as their interests appeared, based upon the corrected right-of-way legal descriptions to be provided by the Project Engineer, and in form reasonably acceptable to the County Attorney's office to convey such right-of-way to the County.

(3) The Geracis tendered the fully executed Geraci R/W Deeds in escrow with Figurski & Harrill, P.A. (the "Escrow Agent") and the deeds were delivered and recorded in connection with the Amprop/TRP closing on July 1, 2009.

(4) Other than the cash disbursement by the County of the R/W Payment Amount to the Geracis, no party shall be entitled to any further cash payment, nor to any transportation impact fee (TIF) credits, for any amount related to the 200-foot right-of-way conveyance for Sunlake Boulevard.

c. Sunlake Boulevard Retention and Mitigation Areas. The parties acknowledge that the current construction plans for Sunlake Boulevard require drainage retention/detention, wetland mitigation, and/or floodplain compensation areas for the roadway permitting and construction (collectively "Retention/Mitigation Areas") which are located outside the 200-foot right-of-way area included in the Geraci R/W Deeds. A portion of the Retention/Mitigation Areas currently are owned by LLR LLC, and a portion are owned by the Geracis. The current Retention/Mitigation Areas required by the current construction plans are depicted on Exhibit C. With respect to the Retention/Mitigation Areas, the parties agreed as follows:

(1) The Project Engineer prepared legal descriptions and sketches sufficient for conveyance by deed or easement, as applicable, for each such Retention/Mitigation Area, in accordance with the current construction plans.

(2) For Retention/Mitigation Areas that are exclusively designated by the construction plans for roadway purposes, deeds of conveyance were prepared for such area(s), in favor of the County (the "Retention/Mitigation Areas Deed(s)").

(3) For Retention/Mitigation Areas that are designed to accommodate both roadway and development area drainage, wetland mitigation and/or floodplain compensation, a nonexclusive

easement was prepared for such area(s), in favor of the County (the "Retention/Mitigation Areas Easement(s)").

(4) The form of deed and/or easement, as applicable, shall be approved by the County Attorney's office as sufficient for conveyance to the County, and reserve fill dirt excavation and use rights to the applicable fee title owner, pursuant to Section 5.c.(8), below.

(5) All parties other than LLR LLC have conveyed the required interests to the County. On or before December 31, 2010, the respective parties having legal title to any such remaining Retention/Mitigation Areas as to Sunlake Boulevard and/or Loop Road, as their interests may appear, which have yet to be conveyed shall fully execute any and all Retention/Mitigation Areas Deed(s) and Retention/Mitigation Areas Easement(s) as to Sunlake Boulevard and/or Loop Road, and shall tender such original documents, in form sufficient for recordation, to the benefited party thereunder.

(6) No party shall receive any cash compensation, nor any impact fee credits, for the conveyance of the deed(s) or the easement(s) for any of the Retention/Mitigation Areas.

(7) In the event, whether prior to the Effective Date or thereafter, it is determined that the construction plans, or any revision thereof reasonably necessary to procure final plan approval, issuance of permits for, or construction of, the Sunlake Boulevard Pipeline Project, requires an adjustment to or for any Retention/Mitigation Areas, or any temporary construction or access easements related thereto, then the party having legal title to such land area shall cooperate, in good faith and without further compensation, to provide such easement area(s) as reasonably necessary to accommodate the Sunlake Boulevard Pipeline Project, without limitation.

(8) Any excess fill dirt available within the Retention/Mitigation Areas that is not reasonably necessary to balance the fill dirt requirements of adjacent private development areas, shall be made available to the Sunlake Boulevard Pipeline Project, in-ground/in-place, at no cost or exaction to the Construction Entity, except the cost of removal and transport to the Sunlake Boulevard Pipeline Project.

d. Financial Contributions, Requirements, and Procedures. With respect to the bidding, construction, and payment for the Sunlake Boulevard Pipeline Project, the parties agree as follows:

(1) Amprop shall be responsible for designing, permitting, and constructing, or shall cause others to construct the Hillsborough Segment, being that portion of the Sunlake Boulevard Pipeline Project in Hillsborough County (two (2) lane segment), from the Pasco County-Hillsborough County boundary line, south to the existing terminus of the two (2) lane segment of Sunlake Boulevard in Hillsborough County. The owners of the DRI Phase 2 entitlements shall receive a 100-percent DRI, proportionate-share credit for the FDOT-based cost amount for the design, permitting, and construction of such Hillsborough Segment; however, neither Amprop nor any other party shall receive any Pasco County impact fee credits for the cost of design, permitting, or construction of the Hillsborough Segment.

(2) Amprop shall be responsible for the full cost of design, permitting, and construction of the Amprop Segment, as depicted on Exhibit C. The County has allocated sufficient funding in the General Fund (the T. Rowe Price economic development incentive funds) for that portion of the Amprop Segment for which the County expects to receive reimbursement from the State of Florida ("State") pursuant to the Economic Development Transportation Trust Fund Agreement ("EDTF Agreement") between the County and State in order that the County may directly reimburse Amprop for the construction of the Amprop Segment upon completion of the Amprop Segment. Upon Amprop's completion of the Amprop Segment, Amprop shall submit its reimbursement request in accordance with the reimbursement provisions of the County's Developer Pipeline Bid Process document, and the County shall reimburse Amprop for the actual reasonable cost of constructing the Amprop Segment to the extent such costs are eligible for reimbursement from the State pursuant to the EDTF Agreement, up to the amount of \$2,147,500 (which represents the \$3,000,000.00 in potential EDTF funding less the cost estimated in the EDTF Agreement for the road providing access to the TRP property ("Access Road")). For the purposes of this DA, the determination of whether an expense is an "actual reasonable" expense eligible for reimbursement or impact fee credit shall be made by the County Administrator or his designee consistent with the County's Transportation Impact Fee Ordinance. For County accounting purposes, reimbursement of the Amprop Segment to Amprop will be expended out of the Florida Office of Tourism, Trade, & Economic Development (OTTED) grant account. The County will reimburse such amount to the General Fund (the T. Rowe Price economic development incentive funds) from the EDTF funds once received, or from CIP funds in the event the EDTF funds are not received. The County shall reimburse the General Fund no later than the date that the County is obligated to provide to TRP the Economic Development Grant pursuant to the EDA. Amprop agrees to comply with all provisions of the EDTF Agreement with regard to design, permitting, construction of the Amprop Segment to ensure that the County receives reimbursement from the State pursuant to the EDTF Agreement. Amprop further agrees not to seek any TIF credits for the portion of the Amprop Segment not eligible for EDTF reimbursement (Access Road to Loop Road) until the County receives the EDTF funds for the Amprop Segment. In addition, once Amprop has been reimbursed from the General Fund for the portion of the Amprop Segment eligible for EDTF reimbursement, Amprop shall not be eligible for any TIF credits for any portion of the Amprop Segment, except the portion south of the T. Rowe Price Access Road to the Loop Road.

(3) LLR LLC shall be responsible for the full cost of design, permitting and construction of the LLR LLC Segment, as depicted on Exhibit C.

(4) Other than their obligation to provide the Geraci R/W Deeds for recordation in exchange for the R/W Payment Amount from the County, and delivery of any Retention/Mitigation Areas Deeds or Easements to areas owned by them, the Geracis shall have no financial responsibility whatever for any portion of the Sunlake Boulevard Pipeline Project.

(5) The County shall have no financial responsibility whatever for any portion of the Sunlake Boulevard Pipeline Project other than the following:

(a) The obligation to provide impact fee credits (but only to the extent expressly provided for hereunder);

(b) The obligation to assume responsibility for design, permitting and/or construction of the LLR LLC Segment as set forth in Section 4.c. above for which the County has imposed special assessments against the LLR LLC property; and

(c) The obligation to reimburse Amprop for the signalization of S.R. 54 and Sunlake Boulevard Intersection and for a portion of the Amprop Segment as set forth in Section 5.d.(2) above for which the County expects to receive reimbursement pursuant to the EDTF Agreement.

(6) LLR LLC has assigned or shall assign (nonexclusively) to the County or its designated construction entity, as beneficiary, any and all applications, designs, plans, permits, approvals, and other documents related to the design, permitting, and/or construction of the Sunlake Boulevard Pipeline Project, for no payment or exaction for such assignment.

(7) The Project Engineer(s) and/or the County have prepared construction cost estimates for the Amprop Segment, the Hillsborough Segment and the LLR LLC Segment, based upon current, good faith estimates of reasonable cost of construction for the Sunlake Boulevard Pipeline Project, and shall provide such cost estimates to all parties hereto. Not later than the Amprop closing with TRP, both Amprop and LLR LLC were required to provide the County with an Assurance of Completion of Improvement (the "Performance Assurance") in the amount of 125 percent times the Project Engineer's cost estimate for the Amprop Segment, Hillsborough Segment and the LLR LLC Segment. To satisfy its Performance Assurance obligation, Amprop has, as of the date of the TRP Closing, deposited the sum of \$3,000,000 in Escrow in accordance with the Escrow Agreement attached hereto as Exhibit D to secure Amprop's construction obligations for Sunlake Boulevard under the term of this DA. To satisfy its Performance Assurance obligation, LLR LLC has voluntarily agreed to the imposition of two special assessments against its real property within the Long Lake Ranch DRI in accordance with the special assessment resolutions of the Board of County Commissioners to secure LLR LLC's obligations for Sunlake Boulevard under the terms of this DA, and LLR LLC has agreed to the imposition and adoption of revised special assessment resolutions concurrently with or following the adoption of this DA. LLR LLC shall have the right to have the special assessments removed by the County at any time by (i) posting a performance bond, letter of credit or other surety or financial guarantee in a form acceptable to the County and in the amount of 125% of a County approved Project Engineer's certified construction cost estimate for the LLR LLC Segment (Substitute Performance Assurance); and (ii) paying the County any additional costs incurred for the LLR LLC Segment and any administrative costs associated with the two special assessments as of the date of said substitution. Should the County have

awarded the construction contract for the LLR LLC Segment at the time LLR LLC wants to provide the Substitute Performance Assurance, then LLR LLC would be required to also assume the construction contract and pay any related actual expenses of the County as a condition of the release of the special assessment. The County shall retain the right, in its sole discretion, to design, permit, or construct the LLR LLC Segment at anytime after April 1, 2012 in order to recognize cost savings or expedite transportation improvements; however, in the event the County does elect to design, permit or construct the roadway earlier than required hereunder, the County agrees to defer and/or forbear foreclosure of the special assessment lien for the cost of the first two (2) lanes until after June 30, 2014 and for the cost of the third and fourth lanes until after June 30, 2016. The lien will however continue to accrue interest during such period of forbearance at a rate of 8% (eight percent) interest per annum in accordance with Sections 3. and 5. of the special assessment resolutions.

(8) As additional security for its Performance Assurance, LLR LLC shall execute and deliver to the County upon LLR LLC's execution of this Second Amended and Restated DA a Waiver of Defenses and Consent to Entry of Final Judgment in a form acceptable to the County Attorney's Office which the County shall be authorized to file in any subsequent legal action filed by the County in the event the County proceeds to construct the LLR LLC Segment as authorized hereunder and LLR LLC, or its successors-in-interest, fails to pay the special assessment(s) when lawfully due, subject to the requirements in Section 5.d.(7). LLR LLC and the County agree that this waiver of defenses and consent to entry of final judgment shall constitute covenants running with the land owned by LLR LLC as described in Pasco County's special assessment resolutions, and are a fundamental component of the development entitlements attached to such lands. The covenants shall be binding upon the heirs, assigns and successors-in-interest of LLR LLC and reference to the same shall be specifically made by LLR LLC in any subsequent conveyance of the lands so long as the County's special assessments remains a lien against said lands. The County and LLR LLC further acknowledge that the covenants are an integral part of the security provided to Pasco County for the lands as described in the County's special assessment resolutions. The covenants are further necessary to: 1) secure the use of the specific development entitlements authorized under this DA; 2) provide adequate site access to the property for purposes of further development; and, 3) meet LLR LLC's obligations to the County and the other parties to this DA relative to the construction of the Sunlake Boulevard Pipeline Project. The Whereas clauses set forth in the County's special assessment resolutions are incorporated herein by reference as additional findings that the special assessments, and the covenants to the County required to enforce the special assessments, touch and concern the land owned by LLR LLC as described in the County's special assessment resolutions, and are necessary for LLR LLC's (or its successors-in-interest's) enjoyment of such land. Furthermore, such covenants are a material burden of this DA, and are therefore binding upon LLR LLC's heirs, assigns, and successors-in-interest pursuant to Section 163.3239, Florida Statutes.

(9) Amprop and LLR LLC, respectively, shall have the right to reduce the amount(s) of and/or draw upon (as applicable) their Performance Assurances, from time-to-time, as costs are paid for their respective segments of the Sunlake Boulevard Pipeline Project. The parties hereto acknowledge that Amprop, Geracis, and LLR LLC previously entered into a private agreement which provides for LLR LLC to reimburse Amprop for the costs of the LLR LLC Segment. The Amprop, Geracis and LLR LLC agree that they shall amend that agreement to reflect that Amprop is no longer responsible for constructing the LLR LLC Segment of Sunlake Boulevard, and that LLR LLC is no longer obligated to reimburse Amprop pursuant thereto except as the parties may otherwise agree in the amendment to the private agreement to the extent that Amprop elects to construct the LLR LLC Segment in coordination with the County. The foregoing rights of Amprop and LLR LLC, respectively, shall not diminish the right of the County to draw upon any Performance Assurances in the event of a default by the respective Developer(s) under this DA in accordance with the terms of the Escrow Agreement or special assessment resolutions, as applicable, or Section 14.b, provided that the County utilizes any funds realized under any Performance Assurance for construction of the applicable portion of the Sunlake Boulevard Pipeline Project.

(10) With respect to the Sunlake Boulevard Pipeline Project, Amprop and LLR LLC shall follow the County's "Guidelines For Developer Pipeline Projects in Pasco County," unless otherwise approved by the County Administrator.

(11) Actual and reasonable design and permitting expenses previously incurred and paid by the Developer(s), respectively, related to the Sunlake Boulevard Pipeline Project, which otherwise qualify for impact fee credits under the terms of this DA, shall be allowable notwithstanding the fact that they predate the Effective Date hereof.

(12) All change orders to all contracts entered into by Amprop or LLR LLC for the Pipeline Project shall require approval of the County Administrator, or his designee.

6. IMPACT FEE CREDITS.

a. The Developers shall comply with the procedure set forth in the County's Guidelines for Developer Pipeline Projects in Pasco County for all TIF credit requests and cash reimbursements.

b. The County agrees that TIF credits shall be provided to LLR LLC, with respect to the actual, reasonable cost of construction paid by LLR LLC, for the addition of lanes three (3) and four (4) only, to the LLR LLC Segment (the "LLR Fee Credit Amount"). The LLR Fee Credit Amount shall be 40 percent of the actual reasonable amount spent for the four-lane LLR LLC Segment excluding administrative costs and interest paid to the County in connection with the special assessments. If any special assessments are due for the LLR LLC segment, LLR LLC shall not be entitled to TIF credits until the special assessments have been paid in full.

c. The County agrees that Amprop shall receive 100 percent TIF credits for all sums actually and reasonably expended by it for design, permitting, and construction on the Sunlake Boulevard Pipeline Project, excluding the construction costs for the Hillsborough Segment, and excluding any sums reimbursed pursuant to Section 5.d.(2). In exchange, Amprop agrees that it shall be responsible for, and shall pay, any amounts necessary to complete the Amprop Segment of the Sunlake Boulevard Pipeline Project. Amprop acknowledges that the S.R. 54/East Frontage Road Intersection is not part of the Sunlake Boulevard Pipeline Project, and is not impact fee creditable hereunder. For all purposes under this DA, the determination of whether an expense is an "actual reasonable" expense eligible for reimbursement or impact fee credit shall be made by the County Administrator or his designee consistent with the County's Transportation Impact Fee (TIF) Ordinance and this DA.

d. Subject to the limitations in Section 5.d.(2), the County agrees to amend its CIP budget as required to provide for the TIF credits due to Amprop and LLR LLC under this DA, and to insure compliance with the TIF Ordinance, consistent with their reasonably projected project absorption rates, as determined by the County Administrator or his designee. Each Developer (Amprop and LLR LLC, respectively) shall, on or before June 1 of each year, provide to the County Administrator or his designee an updated schedule for production of building units (residential dwellings, retail, or office square footage, etc.) for the ensuing three (3) County Fiscal Years (October 1 through September 30). In conjunction with the preparation of the County's annual CIP budget, the County Administrator or his designee shall, on or before October 1, communicate to each Developer the reasonably anticipated number of units that have been included in the CIP budget for the next three (3) fiscal years. For purposes of this requirement, the term "reasonably anticipated" shall mean the number of residential dwellings, retail, or office square footage, etc that are included within complete preliminary plan applications or preliminary plan approvals for the Project. Once each Developer has received impact fee credits equal to the expenditures for its portion of the Required Roadway

Improvements, the requirement of updating the production schedule shall be eliminated for such Developer. In the event any Developer fails to provide an updated production schedule on or before June 1 of any year, the County shall not be obligated to communicate, on or before October 1, the results of the CIP budget to such Developer.

e. The TIF credits due to the Developers under this DA shall be assignable within the DRI Project, without limitation, or outside the DRI Project but within the same TIF Zone (Zone 2) once the DRI Project is built-out, or to preferred Employment Center uses (as set forth in the Land Development Code, Section 522.8.D.1) outside the DRI before the DRI Project is built-out, provided such transfer quantity is reported to the County as part of the CIP budget process, above. The amount of each credit utilized by the Developers shall be determined at the time of application for the Building Permit, based upon the County's adopted impact fee schedule in effect at that time. In the event either Developer (or others) seek Building Permit(s) and thereby pay TIFs to the County within the Long Lake Ranch DRI prior to the establishment of the Developer's respective impact fee credit account under this DA, then the County agrees to track such impact fee receipts from within the Project, pending establishment of the respective impact fee credit accounts, so that reimbursement from such Project receipts can be made when the credit accounts are established. Notwithstanding the foregoing, if the County has reimbursed Amprop pursuant to Section 5.d.(2), the County shall have no obligation to provide reimbursements for the Amprop Segment or track TIF payments for development within Parcels A, B or C, and the portion of the Amprop Segment that remains eligible for impact fee credits following such reimbursement (Access Road to Loop Road) shall only be eligible for TIF credits (once the County has received the EDTF funds), and not reimbursement. The County may spend TIFs collected within Parcels A, B or C consistent with the County's adopted TIF Ordinance, and TIFs collected for all other DRI parcels shall be deemed to be for the benefit of the LLR LLC Segment.

7. S.R. 54 ACCESS LOCATIONS, SITE RELATED ROADWAYS. On June 25, 2008, the FDOT's Median Review Committee approved the relocation of certain access points for the Long Lake Ranch DRI, as reflected on Exhibit C hereto, the revised DRI Map H, and the revised MPUD Master Planned Unit Development Plan approved concurrent with this DA. In addition to the approved locations for the S.R. 54 access points, the following intersection configurations are approved by the FDOT and required by this DA:

FDOT-Approved S.R. 54 Median Openings

From West to East

| Access | Type | Metric | English |
|-------------------|-------------|--------|---------|
| Ballantrae | Full | 241+60 | 782+74 |
| Fire Station | Directional | 248+37 | 814+86 |
| Parcel A | Full | 253+87 | 832+90 |
| Sunlake Boulevard | Full | 261+00 | 856+30 |
| Mentmore | Directional | 265+60 | 871+40 |

| | | | |
|-----------|-------------|--------|--------|
| Loop Road | Directional | 270+98 | 889+06 |
| Oakstead | Full | 275+00 | 902+22 |

The developer(s) of the ROR improvements within Parcel C of the DRI (as depicted on Exhibit B) shall construct the S.R. 54 access points in conjunction with the site development for the ROR (Retail/Office/Residential) land use area, as and when needed to meet Project access requirements (except the Sunlake Boulevard/S.R. 54 intersection, which is part of the required Sunlake Boulevard Pipeline Project). Nothing herein shall be construed to prohibit any other right-turn only access driveways, where approved by the FDOT and the County's access management review process, for access onto S.R. 54.

In addition, Amprop acknowledges that the Loop Road, the East Frontage Road, and the Leonard Road Connector (as conceptually depicted on Exhibit B) are internal, site related improvements, which are not entitled to impact fee credits. The developers of the individual development parcels within Parcel C shall construct said internal roadways, when and as required to provide access to individual development parcels within Parcel C (as depicted on Exhibit B), as development occurs. The said obligation is to construct the said roadways within the Project boundary, only, and not outside the said Project boundary.

8. ACCESS ROAD TO PARCEL A. TRP requires the Access Road (with extension of utilities) from Sunlake Boulevard westward, along the southern boundary of Parcel B, to Parcel A, as generally depicted on Exhibit B hereto. The Access Road shall be permitted, designed, and constructed in accordance with the Economic Development Agreement, dated November, 2008, by and between the County and TRP, as successor to T. Rowe Price Associates, Inc., as may be amended ("EDA").

9. ECONOMIC INCENTIVE FUNDS. The County has entered into the EDTF Agreement under which it anticipates receiving State reimbursement or funding for portions of the Amprop Segment and Parcel A Access Road. If such funds are received from the State, the County shall allocate such funds in accordance with the EDA and Section 5.d.(2) of this DA. Amprop acknowledges and agrees that TRP, or its assigns, may receive, as part of an economic incentive package, reimbursement of TIFs from the General Fund, or from other sources, to the appropriate Pasco County impact fee fund for the buildings to be constructed on Parcel A. In such event, Amprop understands and agrees that it will not be able to sell, assign, or transfer any of its impact fee credits from the Sunlake Boulevard Pipeline Project to TRP or its assigns; however, all Parcel B and C users (see Exhibit B) shall be required to purchase TIF credits from Amprop, at par (based upon the then-existing County TIF schedules) until such time as Amprop's TIF credits have been exhausted, unless such credits are not available at the time the Parcel B or C user seeks a building permit from Pasco County.

10. TECHNICAL CRITERIA AND PROCEDURES

a. Design and Permitting: Amprop and LLR LLC shall design and permit their

respective portions of the Required Roadway Improvements in accordance with the terms of this DA. The Required Roadway Improvements shall be designed consistent with the design criteria of the FDOT and/or the County, as applicable. If required by the FDOT, those Required Roadway Improvements affecting S.R. 54, including, but not limited to, 1) the Sunlake Boulevard/S.R. 54 intersection improvements and signalization; 2) the intersection improvements at S.R. 54/East Frontage Road; and 3) any other improvement within the S.R. 54 right-of-way that may be required at the time of preliminary plan/preliminary site plan approval (collectively referred to as the "S.R. 54-Related Required Roadway Improvements"), shall be in accordance with any existing or re-evaluated Project Development and Environment Study (PD&E) for S.R. 54 and/or a State Environmental Impact Report. The construction contractors used by Amprop and LLR LLC to complete construction of any roadway or intersection improvements for S.R. 54-Related Required Roadway Improvements shall be satisfactory to the FDOT.

b. Technical Requirements: All design, permitting, and construction for the Required Roadway Improvements shall be in accordance with the standards promulgated by the FDOT in accordance with Section 336.045, F.S., and/or the County, as applicable, and construction plans shall comply with the FDOT's Plans Preparation Manual or County standards as appropriate, and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate the location(s) of drainage inlets and roadway facilities. Except as otherwise provided in this DA, any Required Roadway Improvement related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plans.

c. Pavement Structure Requirements: Sunlake Boulevard within Pasco County shall require the following pavement structure requirements:

(1) A minimum pavement structural number of 4.08 with a minimum of three (3) inches of Type S asphaltic concrete surface course.

(2) A minimum vertical separation between the bottom of the base to the design seasonal high water table of two (2) feet where a limerock base is provided. Where soil cement, Asphalt Base Course (ABC) - 3 asphaltic concrete, or crushed concrete base material is used, the minimum separation between the bottom of the base to the design seasonal high water table shall be no less than one (1) foot.

(3) A one (1) inch friction course shall be provided.

(4) If soil cement is utilized, the stabilized subgrade shall be twelve (12) inch Limerock Bearing Ratio (LBR) - 20 (layer coefficient 0.04).

d. Roadway Drainage Facilities: Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the route of the Required Roadway Improvements shall be owned, operated, and

maintained by the FDOT or the County as applicable, subsequent to the expiration of the three (3) year Maintenance Guarantee period as set forth herein. The Developer may, however, request of the County that the Developer, Community Development District (CDD), or other legal entity as may be approved by the County, be allowed to maintain these facilities for the County roadways. If such request is granted, the Developer or CDD, as applicable, shall provide appropriate easements to the County so that the County has the ability to maintain the facilities in the event the Developer or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Required Roadway Improvements drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Required Roadway Improvements, all such drainage facilities shall remain owned by the underlying land owner, including the Developer where applicable, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner (or CDD or other similar legal entity as may be approved by the County). The underlying landowner (or CDD or other similar legal entity as may be approved by the County) shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the County. Appropriate easements to the FDOT or the County, as applicable, shall be provided on all lands owned by the Developer and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the Required Roadway Improvements, including those facilities that are commingled or combined, so the FDOT or County has the ability to maintain the facilities associated with the Required Roadway Improvements in the event the Developer or other respective underlying land owners default on its (their) obligation to maintain the facilities. The County shall cooperate with the efforts of the Developer and/or TRP and its assigns to obtain the FDOT's approval for such landowner to retain ownership of any drainage facilities located within Parcel B, together with the right of such landowner to aesthetically improve and maintain such drainage facilities, provided that an easement is granted to the FDOT in accordance with the other terms of this paragraph. Commingling or combining of drainage facilities for the S.R. 54-related Required Roadway Improvements shall not be allowed unless specifically approved in writing by the FDOT.

e. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Required Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the FDOT or County, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and floodplain mitigation areas related to the Required Roadway Improvements are commingled/combined with wetland and floodplain mitigation areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying land owner, including the Developer or CDD,

where applicable. Appropriate easements shall be provided to the FDOT or County, as applicable, for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the Developer and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including those areas that are commingled or combined, so the FDOT or County, as applicable, has the ability to maintain the facilities in the event the Developer or other underlying land owner defaults on its (their) obligations to maintain the facilities. Commingling or combining of wetland and/or floodplain mitigation areas for the S.R. 54-related Roadway Improvements shall not be allowed unless specifically approved in writing by the FDOT.

f. County/FDOT Review and Approval of Design: The Developer shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans to the FDOT or the County, as applicable, for review and approval unless the FDOT or County agrees in writing to or have adopted an alternative submittal schedule. The Developer shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from the FDOT or County, as applicable, prior to commencement of any bidding of the Required Roadway Improvements. Any reviews and approvals by the County shall be completed by the County within thirty (30) days of submission by the Developer of complete and correct documents to the County. The County shall make a completeness review and notify the Developer within five (5) business days of receipt of the submission by Developer if not complete and correct. The Developer shall provide at the time of 100 percent design and right-of-way plan submission for the Required Roadway Improvements (or sooner if required by other sections of this DA) an estimate of the cost of constructing the Required Roadway Improvements, including inspection costs which shall be certified by an engineer duly registered in the State of Florida and approved by the County (hereinafter Cost Estimate). All plans, once accepted and approved for construction by the FDOT or County as applicable, shall become the property of the FDOT or County.

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

h. County Cooperation: The County shall, cooperate with Amprop in processing permit applications, and Amprop agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the Required Roadway Improvements.

i. County and FDOT Review: The Developer agrees and recognizes that the County and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the Developer or engineers/contractors selected by the Developer, in which the County or FDOT participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any

submissions or acts of the Developer or engineers/contractors selected by the Developer, the County and FDOT in no way assume or share any of the responsibility or liability of the Developer or its consultants, contractors, or registered professionals (architects and/or engineers) under this DA. All work covered under this DA shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The County and FDOT will review the submittals, although detailed checking will not necessarily be done. The Developer remains solely responsible for the work and is not relieved of that responsibility by review comments.

j. Utilities Relocation: Amprop and LLR LLC shall coordinate the relocation of any utilities infrastructure in conflict with the Required Roadway Improvements, provided, however, that the County has previously approved certain Project utilities already located within the Sunlake Boulevard right-of-way. Relocation of any other utilities infrastructure which is in conflict with the Required Roadway Improvements shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. The County agrees, upon request of LLR LLC or Amprop, to cooperate with the Developer in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner. However, under no circumstances shall the County incur any expenses, or issue any credit or reimbursement, for the relocation of such utilities.

k. Additional Right-of-Way Acquisition: While it is not anticipated that additional right-of-way will be required for the Required Roadway Improvements, if necessary, efforts will be made by the County and Developer to have the FDOT enter into a Joint Participation Agreement, Letter of Understanding, or otherwise provide a means for the County or FDOT to act as a condemning authority with regard to any additional right-of-way required for the S.R. 54-Related Required Improvements. The Developer shall have the authority to attempt to privately acquire necessary right-of-way or to participate to the extent permitted by the FDOT in regard to the actions required prior to condemnation. To the extent the County has condemning authority, County staff involvement for any Required Roadway Improvement eminent domain proceeding shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by the Developer for the Resolution of Necessity, the County's preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. The Developer, not later than the time when sixty (60) percent design plans are submitted, shall identify all real estate parcels required for the Required Roadway Improvements and identify the appropriate interests in real estate for right-of-way acquisition and furnish the same to the County. The County, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If the County disapproves the submittal, it shall provide comments to the Developer explaining the reasons for the disapproval. Right-of-way maps shall be prepared

in accordance with the requirements of the County's and State of Florida's Minimum Technical Standards. Upon County approval of the submittal, the Developer shall select an attorney acceptable to the County to represent the County in the acquisition of right-of-way. Thereafter, the Developer, in conjunction with the mutually agreeable attorney, shall proceed to acquire for the County, and in the County's name, the right-of-way pursuant to applicable law. The County, its elected officials, employees, and representatives shall not be liable under any circumstances to the Developer, its employees, contractors, material suppliers, agents, representatives, or customers for any delay occasioned by the inability to obtain the right-of-way. The Developer shall submit quarterly Project status reports that document the actions and progress of right-of-way acquisitions to the County Engineer or his designee.

l. Required Roadway Improvements Construction. Amprop and LLR LLC shall commence construction of the Required Roadway Improvements in accordance with this DA unless extended as provided herein. Amprop and LLR LLC shall proceed and complete the construction of the Required Roadway Improvements in accordance with the final alignment, design, specification, and construction plans as approved by the FDOT, County, and other applicable Federal, State, and regional regulatory agencies. Amprop, LLR LLC and the County understand and agree that nothing contained herein shall prohibit or in any way restrict Amprop's or LLR LLC's ability, at their sole discretion, to accelerate the schedule for construction of any portion of the Required Roadway Improvements.

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

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

o. Right-of-Way: Prior to the FDOT's or County's acceptance of any of the Required Roadway Improvements, as applicable, the Developer shall meet the applicable requirements of the FDOT and/or the County and cause all rights-of-way, including rights-of-way for drainage facilities and wetland and floodplain mitigation, as appropriate, to be conveyed to the FDOT or County in fee simple or easement, free of financial encumbrances or other encumbrances which restrict its use for road purposes.

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

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

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

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

(4) Be responsible for full and complete performance of all construction activities required pursuant to this DA. The Developer shall be responsible for the care and protection of any materials provided or work performed for the Required Roadway Improvements until the improvements are completed and accepted by the FDOT or County, as applicable, which acceptance shall not be unreasonably withheld.

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

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

(7) Provide to the FDOT and County copies of all design drawings, as-built drawings, and permits received for the Required Roadway Improvements, and such information shall become the property of the FDOT and County upon submission. All plans submitted to the County shall include

reproducible Mylars™ and electronic files compatible with *AutoCADD*. All plans submitted to the FDOT shall include reproducible Mylars™ and electronic files compatible with *MicroStation* and *GeoPack*.

(8) Provide to the County, on a quarterly basis, copies of the inspection reports submitted to the FDOT.

q. Master Roadway Phasing Plan: Promptly after approval of this DA, the Developers shall initiate and the County shall process expeditiously an amendment to the existing, approved Master Roadway Phasing Plan ("MRPP") to strictly conform (without any deviation) the said MRPP to this DA (with respect to the Required Roadway Improvements and the phasing thereof). The said revised MRPP shall be approved by the DRC in conformance to the specific requirements of this DA, without addition, deletion, or other deviation.

11. TRANSPORTATION IMPACT FEES

a. Transportation Impact Fees: Except as provided below, the Developers and the Project shall be assessed TIFs in accordance with the County's adopted TIF Ordinance as amended and this DA.

b. Office User Impact Fees: The County agrees to pay certain impact fees and connection fees on behalf of the TRP or its assigns so that neither TRP, its assigns, nor the Developer(s) of the Long Lake Ranch DRI will be required to pay any impact fees or connection fees for the 450,000 square feet of the office entitlements to be located on Parcel A as depicted on Exhibit B. This benefit would extend to any obligation to pay impact fees or connection fees for transportation, fire, combat and rescue, water or sewer impacts or services on any portion of the office/corporate campus within Parcel A. The County further agrees that the development entitlements requested by the TRP are not subject to school, park or library impact fees. In addition, should the County adopt some form of per "trip fee" or "mobility fee" in the future designed to offset the transportation impacts of the development project, the County agrees that 450,000 square feet of office within the office/corporate campus shall not be subject to those fees. The County also agrees to waive any and all plan review fees, Building Permit fees, and inspection fees which may be attributable to the campus or the 450,000 square feet of office entitlements within Parcel A.

12. PERFORMANCE ASSURANCES AND MAINTENANCE GUARANTEES

a. General: To satisfy their Performance Assurance obligations, the Developers have provided or agreed to the Performance Assurances set forth in Section 5.d.(7). Failure of any Developer to keep effective the required Performance Assurance or Substitute Performance Assurance shall be considered a default of this DA by the defaulting party, entitling the County to suspend any impact fee credits or reimbursements due hereunder to the defaulting party and/or stop the issuance of Building Permits and other development approval for such defaulting party, except as set forth in 12.d., below. Any Substitute Performance Assurance shall be returned to LLR LLC upon fulfillment of the obligation guaranteed. In

addition, LLR LLC may provide a replacement Substitute Performance Assurance at any time hereunder, provided such substitute document meets the requirements hereof unless otherwise approved by the County's Risk Manager and the County Attorney's Office.

b. Letters of Credit: If the Substitute Performance Assurance is a Letter of Credit, the issuer must have and maintain:

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

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

(3) Downgrade Provision: In the event the issuer does not maintain the average financial condition in Paragraph 12.b.(1) above or is downgraded below the minimum in Paragraph 12.b.(2) above, the issuer must notify the COUNTY and the DEVELOPER within five (5) days, and the DEVELOPER must provide a Substitute Performance Assurance in substantially the same form and containing the same terms as the original Substitute Performance Assurance from a bank or financial institution with the minimum ratings set forth above within fifteen (15) days of such downgrade event or the COUNTY will draw on the original Substitute Performance Assurance.

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

c. Performance Bonds. If the Substitute Performance Assurance is a performance bond, the performance bond shall be with a surety acceptable to the County, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide, or other financial rating acceptable to County. As an alternative to a performance bond posted by LLR LLC as the Substitute Performance Assurance, LLR LLC may require, prior to commencing construction of the LLR LLC Segment, that LLR LLC's contractor post in favor of the COUNTY and provide the COUNTY, for its approval, a performance and payment bond acceptable to the COUNTY to guarantee payment of the contractors obligations as required by law. The performance and payment bond shall be with a bank, surety, or other financial institution acceptable to the COUNTY, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The performance and payment bond shall be in the amount of 125% of the Construction Contract amount. Upon the County's acceptance of the contractor's performance and payment guarantee, any Substitute Performance Assurance posted by LLR LLC shall be released and returned to LLR LLC.

d, Maintenance Guarantee: Upon completion of the Required Roadway Improvements and final acceptance by the County and/or FDOT, the Developer or its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of three (3) years after final acceptance, and, if any part of the construction should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the County and/or FDOT. The Performance Assurances for the Required Roadway Improvements if applicable may cover this guarantee if they remain in place for a period of three (3) years after final acceptance in an amount equal to fifteen (15) percent of the applicable construction contract amount, or the Developer or its contractor may post separate maintenance bonds acceptable to the County to guarantee maintenance in accordance with this paragraph. This remedy for correction is a contractual obligation that is a cumulative, not exclusive. Upon completion of construction of the improvements and final inspection by the County and/or FDOT as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required three (3) years maintenance guarantee, the County and/or FDOT shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined.

e. Office User Exception: Notwithstanding Section 12.a, above, or any other provision of this DA, any default of this DA shall not affect, impair, or otherwise abrogate 1) any entitlements allocated to Parcels A or B under the DO and the MPUD Amendment; 2) the right to Building Permits or any other development approvals or permits related to Parcels A and B; or 3) any County commitment to TRP and its assigns except as specifically set forth in the EDA, as may be amended.

13. INDEMNIFICATION AND INSURANCE

a. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the applicable Developer shall indemnify, defend, and hold harmless the County and FDOT and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the County or FDOT may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the applicable Developer resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the applicable Developer during the performance of this DA, any work under this DA, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the applicable Developer's negligent maintenance of the property over which the applicable Developer has control; or by reason of a judgment over and above the limits provided by the insurance required under this DA; or by any defect in the condition or construction of the Required Roadway Improvements, except that the applicable Developer will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the

County or FDOT or any of their agents or employees, unless such County or FDOT negligence arises from the County or FDOT review of plans referenced in this DA. The applicable Developer's obligation to indemnify, defend, hold harmless as described hereinabove, shall arise within seven (7) days of receipt by the applicable Developer of the County's or FDOT's written notice of claim for indemnification to the applicable Developer. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in this DA. The applicable Developer's obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the applicable Developer's inability to evaluate liability or because the applicable Developer evaluates liability and determines the applicable Developer is not liable or determines the County or FDOT is solely negligent. Only a final, adjudicated judgment finding the County or FDOT solely negligent shall excuse performance of this provision by the applicable Developer. If a judgment finding the County or FDOT solely negligent is appealed and the finding of sole negligence is reversed, the applicable Developer shall be obligated to indemnify the County or FDOT for the cost of the appeal(s). The applicable Developer shall pay all costs and fees related to this obligation and its enforcement by the County or FDOT. The applicable Developer shall also include for the Required Roadway Improvements this indemnity provision, replacing the word Developer with the name of the contractor(s).

b. Insurance:

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

(a) During the life of this DA, the Developer shall require any engineers and/or general contractors providing work for the improvements to pay for and maintain insurance of the types and in the amounts described herein or as approved by the County Risk Manager. 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* or as approved by the County Risk Manager and which are satisfactory to the County and FDOT.

(b) The Developer shall require the engineers and/or general contractor to provide to the Developer and to the County and FDOT evidence of insurance coverage of the types and in the amounts required by submitting four (4) original, executed Certificates of Insurance on the form to be provided by the County to the Developer. Each certificate shall set forth the original, manual signatures of the authorized representative of the insurance company(ies), identified therein and shall have attached thereto, proof that the said representative is authorized to execute the same. In addition to the Certificates of Insurance required herein, the Developer shall require the engineers and/or contractors to also

provide to the County and FDOT, certified true and exact copies of all insurance policies required hereunder at the time of submittal of the Certificates of Insurance. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the agreement between the Developer and the contractor for the improvement.

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

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

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

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

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

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

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

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

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

- (i) Workers' Compensation: Florida statutory requirements.
- (ii) Employer's Liability: One Million and 00/100 Dollars

(\$1,000,000.00) each accident.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. GENERAL PROVISIONS

a. Independent Capacity: The Developer and any consultants, contractors, or agents are and shall be, in the performance of all work, services, and activities under this DA, independent contractors and not employees, agents, or servants of the County or joint ventures with the County. The

Developer does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this DA. The County shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the Developer in connection with the Required Roadway Improvements, or for debts or claims accruing to such parties against the Developer. There is no contractual relationship expressed or implied between the County and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the Developer as a result of the Required Roadway Improvements.

b. Default: If any Developer fails to meet any of the time frames set forth herein for the Required Roadway Improvements, unless extended pursuant to this DA, then it shall be considered a default of such Developer's obligations under this DA entitling the County to make a claim and collect on the portion of the Performance Assurance or Substitute Performance Assurance applicable to such default (or the portion of the assurances required to cure the default, if less than the entire assurances, but without limiting or affecting the County's rights to enforce the balance of the assurances, if required), or exercise any other default remedies allowed by law. The County acknowledges and agrees that the County shall claim and collect on the Amprop Performance Assurance only for those costs which are the responsibility of Amprop hereunder, and on the LLR LLC Performance Assurance only for those costs which are the responsibility of LLR LLC hereunder. No such default shall impair the rights of TRP or its assigns, as set forth in Section 12.e, above. The default by one party shall not affect the rights and obligations hereunder of any non-defaulting party. In addition to the foregoing, the County shall have the right to foreclose the special assessments in accordance with the timelines set forth in this DA if LLR LLC or its successors in interest fail to pay the special assessment(s) when lawfully due, and in connection therewith shall be authorized to file the Waiver of Defenses and Consent to Entry of Final Judgment executed by LLR LLC in any subsequent legal action filed by the County.

Notwithstanding any provision in this DA to the contrary, LLR LLC may cure any default for failure to meet the construction timeframes set forth herein for the LLR LLC Segment as follows:

(1) If prior to completion of construction of the First Two Lanes of the LLR LLC Segment by County, LLR LLC (i) posts a Substitute Performance Assurance, (ii) pays the County any additional costs incurred for the LLR LLC Segment and any administrative costs associated with the two special assessments as of the date of said substitution, and (iii) if the County has awarded the construction contract for the LLR LLC Segment at the time LLR LLC wants to provide the Substitute Performance Assurance, then LLR LLC shall also assume the construction contract and pay any related actual expenses of the County; or

(2) If after Board approval and recording of the final cost report and assessment resolution and roll for the Sunlake Boulevard Assessment District, Project No. 1, LLR LLC (i) pays in full the special assessment for the Sunlake Boulevard Assessment District, Project No. 1, (ii) posts a Substitute Performance Assurance for the second two lanes and pays the County any additional costs incurred for the second two lanes and any administrative costs associated with the Sunlake Boulevard Assessment District, Project No. 2 as of the date of said substitution, and (iii) if the County has awarded the construction contract for the second two lanes of the LLR LLC Segment at the time LLR LLC wants to provide the Substitute Performance Assurance for the second two lanes, then LLR LLC shall also assume the construction contract and pay any related actual expenses of the County; or

(3) If after Board approval and recording of the final cost reports and assessment resolutions and rolls for the Sunlake Boulevard Assessment District, Project No. 1 and Sunlake Boulevard Assessment District, Project No. 2, LLR LLC pays in full the special assessments.

Notwithstanding anything to the contrary herein, if the County exercises the right to construct the LLR LLC Segment or any portion thereof earlier than required hereunder as provided for in Section 5.d.(7), LLR LLC shall not be in default of this DA if LLR LLC pays in full the special assessment pursuant to the final cost reports and assessment resolution and rolls approved by the Board for the Sunlake Boulevard Assessment District, Project No. 1 by June 30, 2014 and pays in full the special assessment pursuant to the final cost reports and assessment resolutions and rolls approved by the Board of County Commissioners for the Sunlake Boulevard Assessment District, Project No. 2 by June 30, 2016. However, the lack of default shall not preclude the accrual of interest on the special assessment liens which shall be at a rate of eight percent (8%) per annum in accordance with Sections 3. and 5. of the special assessment resolutions.

c. Time Extensions:

(1) In the event the County requires additional time beyond that allocated herein to act upon a submission by the Developer of complete and correct documents for review and/or approval, there shall be an automatic extension of the time periods set forth in this DA for the Required Roadway Improvements for the documented number of days which it takes the County beyond the days allowed for the County's review and/or approval.

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

d. Termination: The County may terminate this DA upon the Developer's failure to comply with the terms and conditions of this DA. The County shall provide the Developer with a written Notice of Termination, stating the County's intent to terminate and describing those terms and conditions with which the Developer has failed to comply. If the Developer has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the County may terminate this DA immediately without further notice, and the Developer shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to County under Florida law, but it is in addition thereto. Notwithstanding the foregoing, any such termination of this DA shall not divest Parcels A or B of their approved DRI and MPUD entitlements, or impair the procurement of Building Permits or any other development approvals or permits related to Parcels A or B, or abrogate any County commitment made to TRP or its assigns except as specifically set forth in the EDA, as may be amended.

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

(1) The Developer shall cause all provisions of this DA to be included by reference and made a part of any contract for the Required Roadway Improvements.

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

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

g. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: Amprop General Investments, LLC, 4201 W. Cypress Street, Tampa, Florida 33607; and Long Lake Ranch, LLC, Attention Ed Suchora, Beazer Homes/Tampa Division, 9432 Camden Field Parkway, Riverview, Florida 33578, and Mark J. Spada, M/I Homes of Tampa, LLC, 4343 Anchor Plaza

Parkway, Suite 200, Tampa, Florida 33634; with a copy to Joel R. Tew, Esquire, Tew & Associates, 7747 Mitchell Boulevard, Suite C, New Port Richey, Florida 34655, with a copy to Pasco County, c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, 7530 Little Road, Suite 320, New Port Richey, Florida 34654, with a copy to David A. Goldstein, Chief Assistant County Attorney, West Pasco Government Center, 7530 Little Road, Suite 340, New Port Richey, Florida 34654, with a copy to Barbara Wilhite, Esquire, 2550 Permit Place, New Port Richey, Florida 34655-4516; with a copy to Donna Feldman, Esquire, 19321-C U.S. 19 North, Suite 600, Clearwater, Florida 33764; with a copy to Clayton Bricklemyer, Esquire, 500 E. Kennedy Boulevard, Suite 200, Tampa, Florida 33602; and with a copy to Mark A. Linsky, Esquire, Linsky & Linsky, 503 W. Platt Street, Tampa, Florida 33606. These addresses may be changed by giving notice as provided for in this paragraph.

h. Entire Agreement: This DA embodies and constitutes the entire understanding and agreement between the parties with respect to the specific matters set forth herein, and this DA supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written (except for agreements between/among the private Developers and/or the Owners, and between the County and TRP or its assigns, which shall not be affected hereby); provided, however, that nothing shall relieve the Developers of any development approval requirements or conditions previously imposed or authorized to be imposed under the County's LDC or Comprehensive Plan for future permits required by the Developers.

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

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

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

l. 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.

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

n. Severability: In case any one (1) or more of the provisions contained in this DA 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 DA 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 DA or the failure of consideration.

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

p. Cancellation: This DA may be canceled by mutual consent of all of the parties to the DA; provided, however, that any such termination shall not divest Parcels A or B of their approved DRI and MPUD entitlements, or impair the right to Building Permits or any other development approvals or permits related to Parcels A and B, or abrogate any County commitments to TRP or its assigns except as specifically set forth in the EDA, as may be amended.

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

r. Strict Compliance with Laws: The Developer agrees that acts to be performed by it in connection with this DA shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.

s. Nondiscrimination: The Developers will not discriminate against any employee employed in the performance of this DA or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The Developer shall insert a similar provision in all contracts for the Required Roadway Improvements.

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

u. Right-of-Way Use Permit: The Developer shall obtain an appropriate Right-of-Way Use Permits from the County.

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

w. Successors and Assigns: The terms of this DA shall run with the land and be binding upon the Developers and Owners and their respective successors and assigns. Any Developer(s) or Owner(s) may assign this DA and all or a portion of its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the County, which consent shall not be unreasonably withheld

or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. The County, at its option, may assume any of the rights and obligations of the FDOT set forth in this DA.

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

y. Full Force and Effect: Upon this Agreement becoming effective as to all parties, this Agreement shall supersede and replace in its entirety the First Amended and Restated DA between the parties dated November 25, 2008, and the Developers are specifically relieved of any further obligations under that agreement.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this



PAULA S. O'NEIL, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Pat

CHAIRMAN
APPROVED

Date: OCT 19 2010

~~LONG LAKE RANCH, LLC~~
A Florida limited liability company

Witness

Printed Name

Witness

Printed Name

STATE OF _____
COUNTY OF _____

By: BEAZER HOMES CORP, a
a Tennessee corporation, a member

By: _____
Name: _____
Title: _____
Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010,
by _____ as _____ of Beazer Homes Corp., a Tennessee corporation, a member of
Long Lake Ranch, LLC, a Florida limited liability company, on behalf of the limited liability company. He/She is
personally known to me or has produced _____ as identification.

Notary Public
Name of Notary Printed: _____

My Commission Expires: _____
My Commission number is: _____

(NOTARY SEAL)

Witness

Printed Name

Witness

Printed Name

STATE OF _____
COUNTY OF _____

LONG LAKE RANCH, LLC,
A Florida limited liability company

By: M/I Homes of Tampa, LLC, a
Florida limited liability company,
a member

By: _____
Name: _____
Title: _____
Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010,
by _____ as _____ of M/I Homes of Tampa, LLC, a Florida limited liability company, a
member of Long Lake Ranch, LLC, a Florida limited liability company, on behalf of the limited liability company.
He/She is personally known to me or has produced _____ as identification.

Notary Public
Name of Notary Printed: _____

My Commission Expires: _____
My Commission number is: _____

(NOTARY SEAL)

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this

DA on the dates set forth below.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

PAULA S. O'NEIL, CLERK

CHAIRMAN

Date: _____

Witness _____

Printed Name _____

Witness _____

Printed Name _____

STATE OF _____
COUNTY OF _____

LONG LAKE RANCH, LLC,
A Florida limited liability company.

By: BEAZER HOMES CORP, a
a Tennessee corporation, a member

By: _____
Name: _____
Title: _____
Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010,
by _____, as _____ of Beazer Homes Corp., a Tennessee corporation, a member of
Long Lake Ranch, LLC, a Florida limited liability company, on behalf of the limited liability company. He/She is
personally known to me or has produced _____ as identification.

Notary Public
Name of Notary Printed: _____

My Commission Expires: _____
My Commission number is: _____

(NOTARY SEAL)

Witness _____

Printed Name _____

Witness _____

Printed Name _____

STATE OF Florida
COUNTY OF Hillsborough

LONG LAKE RANCH, LLC,
A Florida limited liability company

By: M/I Homes of Tampa, LLC, a
Florida limited liability company,
a member

By: _____
Name: MARCO SPADA
Title: VICE PRESIDENT
Date: 10/15/10

The foregoing instrument was acknowledged before me this 15th day of October, 2010,
by Marco Spada, as V.P. of M/I Homes of Tampa, LLC, a Florida limited liability company, a
member of Long Lake Ranch, LLC, a Florida limited liability company, on behalf of the limited liability company.
He/She is personally known to me or has produced _____ as identification.

Notary Public
Name of Notary Printed: Sharon Foster

My Commission Expires: _____
My Commission number is: _____

(NOTARY SEAL)



WITNESSES:

AMPROP GENERAL INVESTMENTS, LLC
a Florida limited liability company

Patricia A. Skidmore
Dem Skidmore

BY: EA

ERIC A. SCHOESSLER
Print

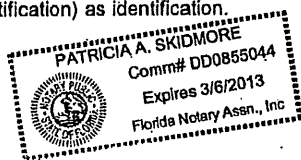
Its manager
Title

STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this October 8, 2010
(date), by Eric A Schoessler, as Manager of Amprop General Investments, LLC (name of person
acknowledging), who is personally known to me or who has produced n/a

(type of identification) as identification.

Seal:



Patricia A Skidmore
NOTARY

WITNESSES:

ROY NICHOLAS GERACI, JR.

BY: _____

Print

Its _____
Title

STATE OF FLORIDA
COUNTY _____

The foregoing instrument was acknowledged before me this _____
(date), by Roy Nicholas Geraci, Jr. (name of person acknowledging), who is personally known to me or who
has produced _____

(type of identification) as identification.

Seal:

NOTARY

WITNESSES:

AMPROP GENERAL INVESTMENTS, LLC
a Florida limited liability company
By: _____
Its: Member

BY: _____

ERIC A. SCHOESSLER
Print

Its _____
Title

STATE OF FLORIDA
COUNTY _____

The foregoing instrument was acknowledged before me this _____
(date), by Eric A Schoessler, as Manager of Amprop General Investments, LLC (name of person
acknowledging), who is personally known to me or who has produced _____
(type of identification) as identification.

Seal: _____
NOTARY

WITNESSES:

ROY NICHOLAS GERACI, JR.

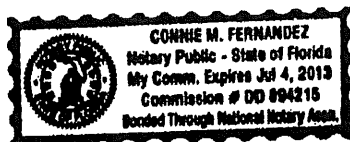
MR R Lopez, Jr.
Connie M. Fernandez

BY: *Roy Nicholas Geraci Jr.*
Roy Nicholas Geraci Jr.
Print
Its *NA*
Title

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 11th day of October 2010
(date), by Roy Nicholas Geraci, Jr. (name of person acknowledging), who is personally known to me or who
has produced _____
(type of identification) as identification.

Seal:



Connie M. Fernandez
NOTARY

WITNESSES:

PETER ADKINS GERACI

Judith M. Pate
Crystal L. Hall

BY: Peter Adkins Geraci
PETER ADKINS GERACI
Print

Its Owner
Title

STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this October 8, 2010
(date), by Peter Adkins Geraci (name of person acknowledging), who is personally known to me or who has
produced _____

(type of identification) as identification.

Seal:



Crystal L. Hall
NOTARY

WITNESSES:

N. GERACI & CO., INC.
a Florida corporation

Judith M. Pate
Crystal L. Hall

BY: Peter Adkins Geraci
PETER ADKINS GERACI
Print

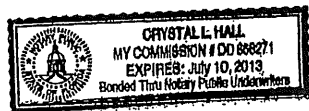
Its PRESIDENT
Title

STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this October 8, 2010
(date), by Peter Adkins Geraci, as President of N. Geraci & Co., Inc. (name of person acknowledging), who is
personally known to me or who has produced _____

(type of identification) as identification.

Seal:



Crystal L. Hall
NOTARY

WITNESSES:

W. R. Lopez
Connie M. Lopez

N. GERACI & CO., INC.
a Florida corporation

BY: Roy Nicholas Geraci, Jr.

ROY NICHOLAS GERACI, JR.
Print

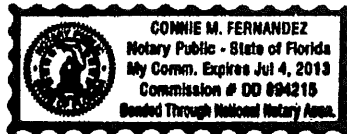
Its VICE PRESIDENT
Title

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 11th day of October 2010
(date), by Roy Nicholas Geraci, Jr., as Vice President of N. Geraci & Co., Inc. (name of person
acknowledging), who is personally known to me or who has produced _____

(type of identification) as identification.

Seal:



Connie M. Lopez
NOTARY

WITNESSES:

Marionne Reithoffer
John Stoy III

ROY NICHOLAS GERACI, JR.
CHILDRENS' TRUST

BY: Richard Reithoffer
RICHARD REITHOFFER
Print

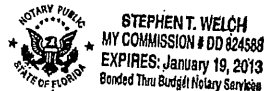
Its TRUSTEE
Title

STATE OF FLORIDA
COUNTY BROWARD

The foregoing instrument was acknowledged before me this 7th day of October, 2010
(date), by Richard Reithoffer, as Trustee of the Roy Nicholas Geraci, Jr. Childrens' Trust (name of person
acknowledging), who is personally known to me or who has produced (PERSONALLY KNOWN)

(type of identification) as identification.

Seal:



Stephen T. Welch
NOTARY

WITNESSES:

Quayle, Patti
Crystal L. Hall

PETER A. GERACI CHILDRENS' TRUST

BY: [Signature]

CHARLES C. CARNEVALE
Print

Its _____
TRUSTEE
Title

STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this October 8, 2010
(date), by Charles C. Carnevale, as Trustee of the Peter A. Geraci Childrens' Trust (name of person
acknowledging), who is personally known to me or who has produced _____

(type of identification) as identification.

Seal:



[Signature]
NOTARY

WITNESSES:

Quayle, Patti
Crystal L. Hall

LG LAND, CATTLE & TIMBER COMPANY, INC.
a Florida corporation

BY: Peter A. Geraci

PETER A. GERACI
Print

Its _____
PRESIDENT
Title

STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this October 8, 2010
(date), by Peter A. Geraci, as President of LG Land, Cattle & Timber Company, Inc. (name of person
acknowledging), who is personally known to me or who has produced _____

(type of identification) as identification.

Seal:



[Signature]
NOTARY

WITNESSES:

Company

N/A

TRP OFFICE FLORIDA, LLC, a Maryland liability

Printed Name:

TOM GALLOWAY

TOM Galloway

Printed Name:

By:

[Signature]

Its:

MARK B RUDE

VP

VIRGINIA

STATE OF FLORIDA

COUNTY FAIRFAX

The foregoing instrument was acknowledged before me this 18th OCTOBER 2010
(date), by MARK B. RUDE as VP of TRP Office Florida, LLC. (name of person
acknowledging), who is personally known to me or who has produced NA dt.

(type of identification) as identification.

Seal:



NOTARY

[Signature]
Reg # 345884



#247

PASCO COUNTY, FLORIDA

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

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 6881
RETURN RECEIPT REQUESTED

July 14, 2009

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

RE: Long Lake Ranch – Development of Regional Impact No. 247
Amended and Restated Development Agreement

Dear Mr. McDaniel:

Enclosed please find a copy of the re-recorded Long Lake Ranch Development of Regional Impact #247 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 November 25, 2008, was recorded in the public records of Pasco County on January 14, 2009, and was re-recorded on July 14, 2009 in accordance with Section 3.b of such amended and restated development agreement.

Sincerely,

Cynthia D. Spidell, MBA
Senior Planner

Enclosure

cc: Brian Pessaro, Florida Department of Transportation, 11201 N. McKinley Dr., Tampa, FL 33612
Donna J. Feldman, Esq., Donna J. Feldman, P.A., 19321-C U.S. Highway 19 North, Suite 103,
Clearwater, FL 33764
Ben Harrill, Esq., Figurski & Harrill, The Oaks at Perrine Ranch, 2550 Permit Place, New Port
Richey, FL 34655
John Meyer, Tampa Bay Regional Planning Council, 4000 Gateway Centre Blvd Suite 100,
Pinellas Park, FL 33782
Joel Tew, Esq., Tew & Associates, 7747 Mitchell Boulevard, Suite C, New Port Richey, FL 34655

West Pasco Government Ctr.
Growth Management Dept.
7530 Little Road S-320
New Port Richey, FL 34654



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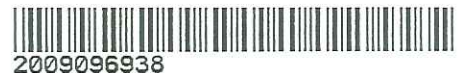
Re-recorded in accordance with Section 3.b of this DA.

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR
LONG LAKE RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 247,
BETWEEN AND AMONG PASCO COUNTY, FLORIDA, AND AMPROP GENERAL
INVESTMENTS, LLC; LONG LAKE RANCH, LLC; ROY NICHOLAS GERACI, JR.;
PETER A. GERACI; N. GERACI & CO., INC.; THE ROY NICHOLAS GERACI, JR.
CHILDRENS' TRUST; THE PETER A. GERACI CHILDRENS' TRUST; AND LG
LAND, CATTLE & TIMBER COMPANY, INC., A FLORIDA CORPORATION**

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER
01/14/09 09:22am 1 of 51
OR BK 7999 PG 1032

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (DA) is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), Amprop General Investments, LLC ("Amprop") and Long Lake Ranch, LLC ("LLR LLC") (Amprop and LLR LLC also are referred to herein as "Developer(s)" or "Developer(s) of Record"), and Roy Nicholas Geraci, Jr.; Peter A. Geraci; N. Geraci & Co., Inc.; The Roy Nicholas Geraci, Jr. Childrens' Trust; The Peter A. Geraci Childrens' Trust; and LG Land, Cattle & Timber Company, Inc.; a Florida corporation (collectively the "Geracis" or the "Owners," as their interests may appear of record).

WITNESSETH:



2009096938

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

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WHEREAS, on February 24, 2004, the County approved a development order (the "Original DO") with conditions for Development of Regional Impact (DRI) No. 247 in response to an Application for Development Approval (ADA) for the DRI No. 247 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A (the "Project");

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER
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OR BK 8126 PG 903

WHEREAS, the MPUD Master Planned Unit Development Conditions of Approval for the Project requires the payment for the signalization cost of S.R. 54 and Sunlake Boulevard if and when warranted in accordance with such MPUD Master Planned Unit Development Conditions of Approval; and

WHEREAS, on June 21, 2007, the Development Review Committee (DRC) determined a variance from the County's transportation corridor management requirements for S.R. 54 is not needed, as the requirements of the Right-of-Way Preservation Ordinance for S.R. 54 have been met (125-foot right-of-way exists from the centerline of S.R. 54); and

WHEREAS, on June 21, 2007, the DRC approved a variance from the County's transportation corridor management requirements to vary the dedication without compensation requirement for the Sunlake Boulevard right-of-way from 142 feet to 120 feet; and

WHEREAS, to satisfy certain requirements of the original Long Lake Ranch DO and the original Long Lake Ranch MPUD Master Planned Unit Development Conditions of Approval concerning S.R. 54 intersection improvements, the construction of Sunlake Boulevard, and the intersection signalization at Sunlake Boulevard

and S.R. 54, the County and LLR LLC entered into that certain Development Agreement (DA) approved by the Board of County Commissioners on July 24, 2007, and recorded in the Public Records of Pasco County, Florida, on August 8, 2007, at Official Record Book 7595, Pages 1-39 (the "Original DA"); and

WHEREAS, in connection with a Notice of Proposed Change ("NOPC") for the Long Lake Ranch DRI, an MPUD Master Planned Unit Development amendment for the Long Lake Ranch DRI ("MPUD Amendment"), and a related Comprehensive Plan Amendment ("CPA") for certain subarea policies affecting the Long Lake Ranch DRI, the parties hereto collectively, and jointly and severally, desire to amend and fully restate the Original DA for the Long Lake Ranch DRI, but effective only as of the "Effective Date" set forth below; and

WHEREAS, the NOPC provides for an extension of the existing build-out dates for all DRI Phase 1 entitlements through November 2015, and for the specific approval of certain DRI Phase 2 entitlements through November 2015, all as more specifically set forth in the Amended and Restated Development Order (DO) adopted by the County pursuant to the NOPC concurrently herewith (all references to the "DO" or the "revised DO" herein shall mean the Amended and Restated Development Order adopted herewith, pursuant to the NOPC); and

WHEREAS, the revised DO contemplates substantial modifications to the required transportation improvements deemed necessary by the County to mitigate the transportation impacts that will result from approval of the NOPC; and

WHEREAS, all parties hereto desire to document the numerous agreements and conditions related to the agreed transportation pipeline improvement required by the revised DO, in order to ensure the timely provision of all required rights-of-way, drainage retention and mitigation areas, and construction of the related road improvements required by the revised DO; and

WHEREAS, as of the Effective Date (defined below), this Amended and Restated DA shall supersede and replace, in its entirety, the Original DA for the Long Lake Ranch DRI, and thereafter shall govern the rights and the obligations of all parties hereto with respect to the subject matter hereof; and

WHEREAS, the Board of County Commissioners after public notice and hearing in accordance with applicable law, has approved this Amended and Restated DA concurrent with the adoption of the Long Lake Ranch DRI NOPC, the revised DO for the Long Lake Ranch DRI, the MPUD Amendment, and the CPA, all of which are related hereto;

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

1. WHEREAS CLAUSES

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

2. PURPOSE

It is the purpose and intent of this DA to set forth the specific terms and conditions for development approval of the Project, as defined pursuant to the DO, as the same relate to the design, provision of all required rights-of-way, drainage retention and mitigation areas, permitting, and construction of Sunlake Boulevard and the S.R. 54 intersection improvements, including the signalization of the Sunlake Boulevard/S.R. 54 intersection, as required by the DO (collectively the "Required Roadway Improvements"). This DA is intended to define the terms and conditions of the County's, the Developers', and the Owners' respective participation in the Required Roadway Improvements as further defined herein. All terms and conditions of this DA shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in Exhibit A. The holders of legal title are Long Lake Ranch, LLC; Peter Adkins Geraci; Roy Nicholas Geraci, Jr.; N. Geraci & Co., Inc.; The Roy Nicholas Geraci, Jr. Childrens' Trust; The Peter A. Geraci Childrens' Trust; and LG Land, Cattle & Timber Company, Inc. Pursuant to Section 163.3239, F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to all such legal and equitable owners and their successors in interest.

b. Duration and Effective Date: This DA shall be for the duration of the Long Lake Ranch DRI DO, as amended or extended by the County, or twenty (20) years from the Effective Date (defined next), whichever is later, subject to any conditions precedent or termination provisions herein or termination by mutual agreement. Notwithstanding the date of adoption of this DA by the Board of County Commissioners, the Effective Date hereof, for all purposes, shall be the date Amprop (or its designee) closes of record upon that certain portion of the Exhibit A land depicted as Parcels A and B on Exhibit B hereto, and conveys (or causes to be conveyed) same of record to T. Rowe Price Associates, Inc., a Maryland corporation authorized to do business in the State of Florida or its subsidiaries or assigns as authorized under the Economic Development Agreement (the "Office User") for corporate office park and related uses, as more fully set forth in the NOPC (the "Amprop Closing"). Amprop shall notify the County, in writing, within five (5) business days after the Amprop Closing providing to the County notice of the Effective Date that Closing occurred, at which

time the County shall record this DA in the official records. In the event such Effective Date does not occur on or before July 30, 2009, then this DA shall be deemed null and void, without any further action by the County or any other party hereto. Until such time as the Effective Date hereunder occurs, this Amended and Restated DA shall not be recorded in the official records, and the Original DA shall be deemed to remain in full force and effect, and in the event the Effective Date hereunder does not occur, then the Original DA shall remain in full force and effect. However, upon the occurrence of the Effective Date hereunder, then at such time (and only in such event) the Original DA shall be deemed fully and automatically superseded hereby, as set forth herein. Notwithstanding the above, the statutory appeal period(s) for the DO and/or this DA, as applicable, shall commence on the date of adoption by the Board of County Commissioners.

c. Development Uses of Land: On June 8, 2004, the County approved the adoption of Rezoning Petition No. 6171 to rezone the Property to an MPUD Master Planned Unit Development District. Concurrent with the adoption of this DA, the County has adopted the MPUD Amendment which further sets forth the zoning entitlements for the DRI Project, as more fully set forth in the MPUD Amendment, the NOPC, and the revised DO for the Project.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through the Required Roadway Improvements and other transportation facilities required by the Pasco County Land Development Code (LDC) and Comprehensive Plan. Adequate potable water and wastewater services for the Project are available through the County's existing water and sewer lines subject to a Utilities Services Agreement with the County, the MPUD Master Planned Unit Development Amendment Conditions of Approval, and the DO. Adequate disposal services for the Project are available through existing licensed collectors and the County's Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Code of Ordinances and the Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by the Developers in accordance with the terms and conditions of the DO, the MPUD Amendment, this DA, the County's approved construction plans, and satisfaction of all County, State, and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations, dedications, and conveyances for public purposes (rights-of-way, retention and mitigation areas) for the Required Roadway Improvements are expressly provided for, and governed by this DA.

Any other reservations or dedications for other public purposes shall be provided only to the extent and as set forth in the MPUD Amendment or the revised DO.

f. Local Development Permits Needed: Prior to the adoption of this DA, the Developers have submitted, and the County has under review, certain construction plans for the Required Roadway Improvements. The County shall expedite the completion of its review and approval of the construction plans, in accordance with the LDC, at the earliest practical date. The County also shall cooperate

with the Developers and assist, to the extent practical, in the procurement by the Developers of all other approvals of other agencies having jurisdiction, for the Required Roadway Improvements.

Findings: The County previously found that Phase 1 of the Project, as originally approved in the Long Lake Ranch DO, was consistent with the portions of the Comprehensive Plan applicable to Project development approvals, and that Phase 1 met the transportation concurrency requirements under Chapter 402 of the LDC, through the original build-out date of December 31, 2007, for Phase 1. Incident to the approval of the NOPC, the County now has determined that the extension of the Phase 1 build-out date through November 2015, and the specific approval of the Phase 2 entitlements through a build-out date of November 2015, is consistent with the portions of the Comprehensive Plan applicable to Project development approvals. Furthermore, the County has determined that both Phase 1 and Phase 2 entitlements (as set forth in the NOPC and revised DO) meet the transportation concurrency requirements of Chapter 402 of the LDC, through the new build-out date(s) of November 2015, for both Phase 1 and Phase 2 entitlements, based upon the negotiated transportation mitigation provisions for the Required Roadway Improvements, as memorialized in this DA. Except for the foregoing vesting of entitlements through the build-out date(s) of November 2015, and as may be authorized by the DO, the Project will be subject to the LDC and the Comprehensive Plan. The foregoing extended build-out dates (November 2015) are inclusive of applicable statutory extensions, except as set forth below. Notwithstanding the foregoing, any build-out date extension request for any Employment Center entitlements (EC Entitlements) and Town Center entitlements (TC Entitlements) as defined in the DO, including all those entitlements authorized for Parcels A and B as depicted on Exhibit H, shall be extended for five (5) additional years to November 2020, as qualifying limited exemptions under Section 402.7 of the LDC and the County shall not require revised traffic studies or additional transportation mitigation from the Office User or Developers for any such extension.

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

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

i. Zoning and Comprehensive Plan Issues: The Comprehensive Plan Future Land Use (FLU) Map classifications for the Project are RES-3 (Residential - 3 du/ga) and ROR (Retail/Office/Residential). The zoning classification for the Project is MPUD Master Planned Unit

Development. The MPUD Amendment for the Project is consistent with the land use designations for the Project established in the FLU Element of the Comprehensive Plan.

4. REQUIRED ROADWAY IMPROVEMENTS

a. Identification of Required Roadway Improvements: To fully mitigate the transportation impacts of Phase 1 and Phase 2 of the Project pursuant to the revised DO, and to meet concurrency for Phase 1 and Phase 2 of the Project, through the build-out date(s) of November 2015, the following Required Roadway Improvements shall be provided:

(1) Design, permit, construct, and provide rights-of-way, drainage, retention and mitigation areas (in accordance with the approved construction plans) for:

(a) Sunlake Boulevard as further described below.

(b) Certain S.R. 54 intersection improvements (in accordance with approved construction plans) as follows:

(i) S.R. 54 and Sunlake Boulevard (denoted on Exhibit B).

(ii) S.R. 54 and East Frontage Road (denoted on Exhibit B).

(2) Design, permit, and provide signalization at S.R. 54 and Sunlake Boulevard (subject to reimbursement from others as set forth below).

(3) Provide or acquire right-of-way where necessary for the Required Roadway Improvements.

b. Timing and Description of Required Roadway Improvements: The respective obligations of the County, Amprop, LLR LLC, and the Geracis for the Required Roadway Improvements are set forth below. Final 100 percent design approval and issuance of permits from all applicable review agencies for the S.R. 54/Sunlake Boulevard intersection and the Sunlake Boulevard segment(s) shall be obtained on or before October 30, 2009. The construction of the improvements specified in Section 4.a.(1)a, Sunlake Boulevard, and Section 4.a.(1)b(1), S.R. 54/Sunlake Boulevard intersection improvements, shall be commenced no later than June 30, 2010, and shall be completed no later than June 30, 2011; provided, however, that such completion date shall be deemed extended automatically to December 31, 2011, if it becomes necessary for the County to complete such work. The construction of the improvements specified in Section 4.a.(1)b(2), S.R. 54/East Frontage Road intersection, shall be made concurrent with construction by Amprop of the East Frontage Road, but in any event such intersection improvements shall be completed on or before November 30, 2015. The construction of the improvements specified in Section 4.a. (2), S.R.54/Sunlake Boulevard signalization, shall be completed within twelve (12) months after procurement of the Florida Department of Transportation (FDOT) warrant for such signalization, and procurement of all other permits and construction plan approvals for such signalization, or when Sunlake Boulevard is constructed (see above), whichever occurs first. For all purposes under this DA, the term(s) "Commence" or "Commencement" shall

mean the issuance of a Site Development Permit by the County for the Required Roadway Improvements, and the term(s) "Complete" or "Completed" shall mean the required roadway improvement has been accepted by the County for maintenance and is open to the traveling public, and the required Maintenance Guarantee has been provided by the Developers. With respect to the Required Roadway Improvements, the parties shall comply with the following:

(1) Sunlake Boulevard at S.R. 54 (Main Project Entrance). The Geracis previously provided to the FDOT all required rights-of-way for S.R. 54, and no additional right-of-way is required from others not a party hereto, for the Required Roadway Improvements. However, construction of the required intersection improvements for S.R. 54/Sunlake Boulevard may require certain additional rights-of-way, and requires certain drainage retention and/or mitigation areas within the DRI, as depicted on Exhibit C hereto, to accommodate all shoulders, striping, signalization, signage, medians, stormwater drainage facilities, floodplain mitigation, wetland mitigation, sidewalk, bike path, crosswalks or other roadway appurtenances, in accordance with the approved construction plans, to accommodate the following:

- (a) The westbound, dual left-turn lane (on S.R. 54).
- (b) The eastbound, right-turn lane (on S.R. 54).
- (c) Northbound, dual left-turn lanes and right-turn lane on Sunlake Boulevard.

Amprop agrees to coordinate the completion of the design, permitting, and construction of the said intersection improvements incident to the same responsibility for Sunlake Boulevard (see "Construction Entity" designation, below), as required by the County and/or FDOT, respectively. The County shall reimburse Amprop the full amount of any cash funds received by the County from the developers of the Bexley Ranch DRI, Sunlake Centre DRI, Lennar/Concord Station MPUD Master Planned Unit Development, or other third parties solely to the extent 1) such parties are presently obligated for all or part of this intersection and 2) Amprop has constructed the improvements for which such developers or other third parties are obligated. The County shall remit all such reimbursement funds promptly to Amprop, when they are collected by the County, up to the total amount of Amprop's actual reasonable costs for the intersection improvements, less any economic incentive reimbursements that have been provided to Amprop pursuant to Section 8 hereof. Any excess sums collected by the County from any such third parties shall be retained by the County. To the extent Amprop has previously been provided impact fee credits for the said improvements, any unused Amprop fee credits shall be reduced by the amount of such cash reimbursement. To the extent Amprop has used any previously provided impact fee credits for the said improvements, the County's required reimbursement pursuant to this paragraph shall be reduced by the credit amount previously used.

Amprop shall provide the deeds, easements, and other conveyance documents necessary to provide to the County the necessary rights-of-way, retention and/or mitigation areas required for the intersection improvements, as depicted on Exhibit C hereto, or as otherwise provided in the approved construction plans.

(2) S.R. 54 at East Frontage Road (Secondary Project Entrance at Oakstead). The FDOT has approved, at Station 275+00 (Metric), the access point and configuration for the Project's Easternmost project entrance, the East Frontage Road at S.R. 54, as depicted on Exhibit B hereto. Amprop agrees to coordinate the design, permitting, and construction of the intersection improvements at this location concurrent with its design, permitting, and construction for the related East Frontage Road, but in any event to construct the following intersections improvements for the south side of S.R. 54 on or before November 30, 2015 (to the extent not previously constructed by others), as follows:

- (a) The westbound, left-turn lane (on S.R. 54).
- (b) The eastbound, right-turn lane (on S.R. 54).
- (c) Northbound, left- and right-turn lanes on the East Frontage Road.
- (d) Modify signalization, or pay proportionate share for same, if

required at such time.

Amprop shall provide the deeds, easements, and other conveyance documents necessary to provide to the County the necessary rights-of-way, retention and/or mitigation areas required for the intersection improvements, as provided in the approved construction plans.

(3) Signalization of the S.R. 54 and Sunlake Boulevard Intersection. Amprop shall coordinate, as the Construction Entity (see below), the design, warrant study/approval, permitting and construction for the signalization on S.R. 54 at Sunlake Boulevard as part of the Sunlake Boulevard Pipeline Project (see below): As the Construction Entity, Amprop shall advance all sums necessary for the signalization improvement, subject to reimbursement from other projects/developers which have pre-existing third-party commitments to the County for portions of such cost. The County shall act in good faith and with due diligence to procure from LeDantec (n.k.a Concord Station) MPUD Master Planned Unit Development (the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00), and from Sunlake Center DRI, 50 percent of the balance of the said signalization cost, which are the contributions presently required from the said Projects to this signalization requirement. The County shall remit all such reimbursement funds promptly to Amprop, when they are collected by the County, up to the total amount of Amprop's actual reasonable costs for the signalization, less any economic incentive reimbursements that have been provided to Amprop pursuant to Section 8 hereof. Any excess sums collected by the County from these or other third parties shall be retained by the County. To the extent Amprop has previously been provided impact fee credits for the said signalization, any unused Amprop fee credits shall be reduced by the amount of such cash reimbursement. To

the extent Amprop has used any previously provided impact fee credits for the said signalization, the County's required reimbursement pursuant to this paragraph shall be reduced by the credit amount previously used.

(4) Sunlake Boulevard. As set forth in the revised DO, the design, permitting, and construction of Sunlake Boulevard from S.R. 54, south to the existing terminus of Sunlake Boulevard in Hillsborough County, is the designated DRI pipeline project approved to mitigate the transportation impacts for the specific approval of the DRI Phase 2 entitlements, to satisfy a negotiated concurrency extension for the Phase 1 entitlements, and to meet concurrency for the specific approval of the Phase 2 entitlements. For all purposes under this DA, the term "Sunlake Boulevard Pipeline Project" shall include 1) all required improvements to the Sunlake Boulevard/S.R. 54 intersection, 2) the signalization of the Sunlake Boulevard/S.R. 54 intersection, and 3) the Sunlake Boulevard roadway extension from S.R. 54 south, to the existing terminus of Sunlake Boulevard in Hillsborough County, including any and all rights-of-way, drainage, retention, wetland and/or floodplain mitigation, all turning movements, and other roadway appurtenances whatever, which are set forth in the roadway design and construction plans for all of the foregoing improvements. With respect to the roadway segment itself, the Sunlake Boulevard Pipeline Project includes design, permitting, and construction of four (4) lanes, divided, together with all thru-lanes, all turning movements, roadway drainage, retention, mitigation, and other appurtenances in accordance with the approved construction plans, from the S.R. 54/Sunlake Boulevard intersection, south to a taper point just north of the Pasco County-Hillsborough County boundary line, as depicted on Exhibit C, then tapering to two (2) lanes and continuing as two (2) lanes into Hillsborough County, to meet the terminus of the existing two (2) lane segment already constructed in Hillsborough County (also depicted on Exhibit C). The Sunlake Boulevard Pipeline Project does not include the Loop Road, East Frontage Road, Leonard Road Connector or S.R. 54 access intersections (all depicted on Exhibit B), other than the S.R. 54/Sunlake Boulevard intersection (see above).

5. SUNLAKE BOULEVARD PIPELINE PROJECT

The following specific terms and conditions shall apply to the Sunlake Boulevard Pipeline Project:

a. Designated Construction Entity. Amprop shall be the designated "Construction Entity" for all purposes under this DA and the revised DO, for coordinating and implementing the design, permitting, and construction of the Sunlake Boulevard Pipeline Project (the "Pipeline Project"). The said designation as the approved Construction Entity shall apply notwithstanding the actual financial responsibility of the various parties for various segments or other appurtenances included within the Pipeline Project, as set forth below. As the responsible Construction Entity, Amprop shall be designated as the "pipeline provider" in the revised DO and other applicable documentation, and shall be entitled to a 100-percent proportionate-share credit against its DRI proportionate-share obligation, as provided in the revised DO, for the specific approval of

the DRI Phase 2 entitlements, at the full FDOT-cost basis credit amount for the entire Sunlake Boulevard Pipeline Project (as set forth in Table 3 of the DO).

b. Sunlake Boulevard Right-of-Way. Pursuant to the Original DO and the existing DA, the Geracis are required to provide to the County, by deed of conveyance, 200 feet of right-of-way for Sunlake Boulevard, from S.R. 54 south to the Pasco County-Hillsborough County boundary line (the "Geraci R/W Deeds"). The Board of County Commissioners previously has approved (as provided in the existing DA), and the County has revised its Capital Improvement Plan (CIP) budget to accommodate, the cash compensation by the County to the Geracis for such right-of-way in excess of 120 feet, in the aggregate amount of Two Hundred Eight Thousand One Hundred Twenty-Six and 00/100 Dollars (\$208,126.00) (the "R/W Payment Amount"), as bargain sale (i.e., less than fair market value) consideration for such lands. The 120 feet of right-of-way is a required donation from the Owners, pursuant to the Original DO and the existing DA (the "R/W Donation"). Pursuant to third-party contractual arrangements between the Geracis and LLR LLC, the right-of-way deeds for Sunlake Boulevard previously were executed by the Geracis, and tendered into escrow, with a third-party escrow agent. However, the previous alignment of the right-of-way must be revised to accommodate connection to the actual alignment of Sunlake Boulevard at its terminus, in Hillsborough County. To facilitate the multiparty arrangement for the Sunlake Boulevard Pipeline Project as set forth herein, the Geracis and the County agree as follows:

(1) The legal description(s) required for the Geraci R/W Deeds shall be revised by King Engineering Associates, Inc. (the "Project Engineer") as necessary to conform to the present road construction plans for Sunlake Boulevard and to resolve the alignment issue with the existing terminus of Sunlake Boulevard in Hillsborough County.

(2) The Geraci R/W Deeds shall be re-executed by the Geracis, as their interests may appear, based upon the corrected right-of-way legal descriptions to be provided by the Project Engineer, and in form reasonably acceptable to the County Attorney's office to convey such right-of-way to the County.

(3) Concurrent with execution by the private parties to this DA, and provision of this DA to the County for the Board of County Commissioners public hearing and approval, the Geracis shall tender the fully executed Geraci R/W Deeds in escrow with Figurski & Harrill, P.A. (the "Escrow Agent").

(4) The Escrow Agent shall hold the Geraci R/W Deeds in escrow pending the Amprop Closing and Effective Date of this DA, at which time the Escrow Agent shall tender the Geraci R/W Deeds to the County, and the County shall disburse to a trust account designated by the Geracis the R/W Payment Amount, in consideration for the delivery of the Geraci R/W Deeds to the County. In the event the Effective Date does not occur (as set forth above), the Geraci R/W Deeds shall be retendered by the Escrow

Agent to the original escrow agent designated by the Geracis and LLR LLC in their third-party escrow agreement, without further instructions being required from any party hereto.

(5) Other than the cash disbursement by the County of the R/W Payment Amount to the Geracis, no party shall be entitled to any further cash payment, nor to any impact fee credits, for any amount related to the 200-foot right-of-way conveyance for Sunlake Boulevard.

c. Sunlake Boulevard Retention and Mitigation Areas. The parties acknowledge that the current construction plans for Sunlake Boulevard require drainage retention/detention, wetland mitigation, and/or floodplain compensation areas for the roadway permitting and construction (collectively "Retention/Mitigation Areas") which are located outside the 200-foot right-of-way area to be included in the Geraci R/W Deeds. A portion of the Retention/Mitigation Areas currently are owned by LLR LLC, and a portion are owned by the Geracis. The current Retention/Mitigation Areas required by the current construction plans are depicted on Exhibit C. With respect to the Retention/Mitigation Areas, the parties agree as follows:

(1) Prior to the consideration of this DA for approval by the Board of County Commissioners, the Project Engineer shall prepare legal descriptions and sketches sufficient for conveyance by deed or easement, as applicable, for each such Retention/Mitigation Area, in accordance with the current construction plans.

(2) For Retention/Mitigation Areas that are exclusively designated by the construction plans for roadway purposes, a deed of conveyance shall be prepared for such area(s), in favor of the County (the "Retention/Mitigation Areas Deed(s)").

(3) For Retention/Mitigation Areas that are designed to accommodate both roadway and development area drainage, wetland mitigation and/or floodplain compensation, a nonexclusive easement shall be prepared for such area(s), in favor of the County (the "Retention/Mitigation Areas Easement(s)").

(4) The form of deed and/or easement, as applicable, shall be approved by the County Attorney's office as sufficient for conveyance to the County, and shall reserve fill dirt excavation and use rights to the applicable fee title owner, pursuant to Section 5.c.(a), below.

(5) Not less than thirty (30) days prior to the Effective Date/Amprop Closing hereunder, the respective parties having legal title to all such Retention/Mitigation Areas, as their interests may appear, shall fully execute any and all Retention/Mitigation Areas Deed(s) and Retention/Mitigation Areas Easement(s), and shall tender such original documents, in form sufficient for recordation, to the Escrow Agent, pending the Effective Date/Amprop Closing hereunder.

(6) Concurrent with the Effective Date/Amprop Closing, and without any further instructions required from any party hereto, the Escrow Agent shall tender all Retention/Mitigation Areas Deed(s) and Retention/Mitigation Areas Easement(s) to the County, for recordation in favor of the County, as

bargain sale donations (whether by fee simple deeds or easements, as applicable) of such interests. In the event the Effective Date does not occur (as set forth above), the Retention/Mitigation Areas Deed(s) and Retention/Mitigation Areas Easement(s) shall be retendered by the Escrow Agent to the original escrow agent designated by the Geracis and LLR LLC in their third-party escrow agreement, without further instructions being required from any party hereto.

(7) No party shall receive any cash compensation, nor any impact fee credits, for the conveyance of the deed(s) or the easement(s) for any of the Retention/Mitigation Areas.

(8) In the event, whether prior to the Effective Date or thereafter, it is determined that the construction plans, or any revision thereof reasonably necessary to procure final plan approval, issuance of permits for, or construction of, the Sunlake Boulevard Pipeline Project, requires an adjustment to or for any Retention/Mitigation Areas, or any temporary construction or access easements related thereto, then the party having legal title to such land area shall cooperate, in good faith and without further compensation, to provide such easement area(s) as reasonably necessary to accommodate the Sunlake Boulevard Pipeline Project, without limitation.

(9) Any excess fill dirt available within the Retention/Mitigation Areas that is not reasonably necessary to balance the fill dirt requirements of adjacent private development areas, shall be made available to the Sunlake Boulevard Pipeline Project, in-ground/in-place, at no cost or exaction to the Construction Entity, except the cost of removal and transport to the Sunlake Boulevard Pipeline Project.

d. Financial Contributions, Requirements, and Procedures. With respect to the bidding, construction, and payment for the Sunlake Boulevard Pipeline Project, the parties agree as follows:

(1) Amprop shall be responsible for designing, permitting, and constructing, or shall cause others to construct, that portion of the Sunlake Boulevard Pipeline Project in Hillsborough County (two (2) lane segment), from the Pasco County-Hillsborough County boundary line, south to the existing terminus of the two (2) lane segment of Sunlake Boulevard in Hillsborough County (the "Hillsborough Segment"). Amprop shall receive a 100-percent DRI, proportionate-share credit for the FDOT-based cost amount for the design, permitting, and construction of such Hillsborough Segment; however, neither Amprop nor any other party shall receive any Pasco County impact fee credits for the cost of design, permitting, or construction of the Hillsborough Segment.

(2) Subject to reimbursement by others not a party to this DA (see Section 4.b., above), and by the County for any State funds procured (see Section 9, below), Amprop shall be responsible for the full cost of design, permitting, and construction of that portion of the Sunlake Boulevard Pipeline Project from S.R. 54 (including the intersection and signalization) south to the southern right-of-way line for the DRI Loop Road (the "Amprop Segment"), as depicted on Exhibit C.

(3) LLR LLC shall be responsible for the full cost of construction of that portion of the Sunlake Boulevard Pipeline Project from the southern right-of-way line for the DRI Loop Road south to the Pasco County-Hillsborough County boundary line (the "LLR LLC Segment"), as depicted on Exhibit C.

(4) Other than their obligation to provide the Geraci R/W Deeds for recordation in exchange for the R/W Payment Amount from the County, and delivery of any Retention/Mitigation Areas Deeds or Easements to areas owned by them, the Geracis shall have no financial responsibility whatever for any portion of the Sunlake Boulevard Pipeline Project.

(5) Other than its obligation to pay the Geracis the R/W Payment Amount for the Geraci R/W Deeds, and its obligation to provide impact fee credits (but only to the extent expressly provided for hereunder), the County shall have no financial responsibility whatever for any portion of the Sunlake Boulevard Pipeline Project.

(6) Notwithstanding the financial responsibility for payment for the parties' respective segments of the Sunlake Boulevard Pipeline Project, Amprop shall be the Construction Entity, and shall let the contract(s) for, and shall oversee, supervise and direct the construction of, the entire Sunlake Boulevard Pipeline Project. To facilitate the allocation of the respective financial responsibilities hereunder to Amprop and LLR LLC, the parties agree to the following bid procedures for the Sunlake Boulevard Pipeline Project: the bidding process for the Sunlake Boulevard Pipeline Project shall include sufficient alternate bids and/or segment component bids to separately identify the bid amount for (x) the Amprop Segment, (y) the LLR LLC Segment, and (z) the Hillsborough Segment.

(7) At least thirty (30) days prior to the Effective Date/Amprop Closing, LLR LLC shall assign (nonexclusively) to Amprop, as the Construction Entity, and to the County, as beneficiary, any and all applications, designs, plans, permits, approvals, and other documents related to the design, permitting, and/or construction of the Sunlake Boulevard Pipeline Project, for no payment or exaction for such assignment.

(8) At least sixty (60) days prior to the Effective Date/Amprop Closing, the Project Engineer shall prepare construction cost estimates for the Amprop Segment and the LLR LLC Segment, based upon current, good faith estimates of reasonable cost of construction for the Sunlake Boulevard Pipeline Project, and shall provide the said cost estimates to all parties hereto. Not later than the Amprop Closing, both Amprop and LLR LLC shall tender to the County Assurance of Completion of Improvement (the "Payment Assurance") in the amount of 125 percent times the Project Engineer's cost estimate for the Amprop Segment and the LLR LLC Segment, respectively, in the form of an irrevocable standby letter of credit, payment bond, or other surety or financial guaranty acceptable in form and substance to the County Attorney's office and the other party (i.e., Amprop approval of LLR LLC form of Payment Assurance, and LLR LLC approval of Amprop form of Payment Assurance). The Amprop Payment Assurance

document shall be in favor of the County, but shall designate LLR LLC and the Office User as additional beneficiaries thereof; similarly, the LLR LLC Payment Assurance document shall be in favor of the County, but shall designate Amprop and the Office User as additional beneficiaries thereof. In any event, the Payment Assurance document(s) must be drawable upon demand upon an acceptable issuer/surety having a local office in Tampa Bay, Florida, or by facsimile if no local office is available, and must provide for the funding of payment draws when due under the construction contract(s) for the Sunlake Boulevard Pipeline Project, without limitation. Amprop and LLR LLC, respectively, shall have the right to reduce the amount(s) of their Payment Assurances, from time-to-time, as costs are paid for their respective segments of the Sunlake Boulevard Pipeline Project, and, as to the Amprop Segment, by the amount of any third party sums received pursuant to Section 4.b., above, or Section 9, below. The parties hereto acknowledge that Amprop and LLR LLC have entered into a private agreement to provide for LLR LLC to reimburse Amprop for the costs of the LLR LLC Segment as required to be paid by LLR LLC pursuant to Section 5.b.(5)d.(3) hereof. Consequently, the County acknowledges that Amprop and LLR LLC, respectively, will be entitled to draw upon the Payment Assurance of the other party (after thirty (30) days' prior written notice to the County of such intent) if the drawing party is entitled to reimbursement relative to the Amprop Segment or the LLR LLC Segment, respectively, pursuant to such private agreement. The foregoing rights of Amprop and LLR LLC, respectively, shall not diminish the right of the County to draw upon any Payment Assurance in the event of a default by the respective Developer(s) under this Agreement in accordance with the terms of Section 14.b, provided that the County utilizes any funds realized under any Payment Assurance for construction of the applicable portion of the Sunlake Boulevard Pipeline Project.

(9) With respect to both the Sunlake Boulevard Pipeline Project and the "Parcel A Driveway" (defined below), Amprop shall follow the County's "Guidelines For Developer Pipeline Projects in Pasco County," unless otherwise approved by the County Administrator. In addition, the Sunlake Boulevard Pipeline Project bid selection and contract award shall be mutually approved by the County, Amprop, and LLR LLC.

(10) Actual and reasonable design and permitting expenses previously incurred and paid by the Developer(s), respectively, related to the Sunlake Boulevard Pipeline Project, which otherwise qualify for impact fee credits under the terms of this DA, shall be allowable notwithstanding the fact that they predate the Effective Date hereof.

(11) All change orders to all contracts entered into by Amprop for the Pipeline Project, or the Parcel A Driveway (defined below), shall require approval of the County Administrator, or his designee, and LLR LLC as to the LLR LLC Segment of the Sunlake Boulevard Pipeline Project only (provided that LLR LLC's approval shall not be unreasonably withheld, delayed or conditioned).

6. IMPACT FEE CREDITS. The County agrees that transportation impact fee credits shall be provided to LLR LLC, with respect to the actual, reasonable cost of construction paid by LLR LLC, for the addition of lanes three (3) and four (4), only, to the LLR LLC Segment (the "LLR Fee Credit Amount"). The LLR Fee Credit Amount shall be 40 percent of the actual reasonable amount spent by LLR LLC for the four (4) lane LLR LLC Segment.

As the Construction Entity, the County agrees that Amprop shall receive 100 percent impact fee credits for all sums actually and reasonably expended by it for design, permitting, and construction (but not any sums expended by others, nor any sums reimbursed by the County or others to Amprop) on the Sunlake Boulevard Pipeline Project, excluding only the construction costs for the Hillsborough Segment. In exchange, Amprop agrees that it shall be responsible for, and shall pay, any amounts necessary to complete the Sunlake Boulevard Pipeline Project that are not required to be paid by LLR LLC, or others. The County acknowledges and agrees that the S.R. 54/Sunlake Boulevard intersection, including signalization, is included within the Sunlake Boulevard Pipeline Project that is impact fee creditable to Amprop hereunder. Conversely, Amprop acknowledges that the S.R. 54/East Frontage Road intersection is not part of the Sunlake Boulevard Pipeline Project, and is not impact fee creditable hereunder. For all purposes under this DA, the determination of whether an expense is an "actual reasonable" expense eligible for reimbursement or impact fee credit shall be made by the County Administrator or his designee consistent with the County's Transportation Impact Fee (TIF) Ordinance and this DA.

The County agrees to amend its CIP budget as required to provide for the TIF credits due to Amprop and LLR LLC under this DA, and to insure compliance with the TIF Ordinance, consistent with their reasonably projected project absorption rates, as determined by the County Administrator or his designee. To facilitate the budget process, each Developer (Amprop and LLR LLC, respectively) shall provide to the County Administrator or his designee, on or before June 1 of each year, commencing June 1, 2009, a good faith projection of the schedule for production of building units (residential dwellings, retail, or office square footage, etc.) for the ensuing three (3) County Fiscal Years (October 1 through September 30). In conjunction with the preparation of the County's annual CIP budget, the County Administrator, or his designee, shall communicate to each Developer by October 1 of each year, the anticipated product absorption quantities that have been included in the Three (3) Year CIP. Once the Developers have utilized all impact fee credits, this reporting requirement shall terminate.

The TIF credits due to the Developers under this DA shall be assignable within the DRI Project, without limitation, or outside the DRI Project but within the same TIF Zone (Zone 2) once the DRI Project is built-out, or to preferred Employment Center uses (as set forth in the Land Development Code, Section 522.8.D.1) outside the DRI before the DRI Project is built-out, provided such transfer quantity is reported to the County as part of the CIP budget process, above. The amount of each credit utilized by the

Developers shall be determined at the time of application for the Building Permit, based upon the County's adopted impact fee schedule in effect at that time. In the event either Developer (or others) seek Building Permit(s) and thereby pay TIFs to the County within the Long Lake Ranch DRI prior to the establishment of the Developer's respective impact fee credit account under this DA, then the County agrees to track such impact fee receipts from within the Project, pending establishment of the respective impact fee credit accounts, so that reimbursement from such Project receipts can be made when the credit accounts are established. Amprop and LLR LLC agree to identify all TIF payments as being for benefit of Amprop or LLR LLC. In addition, Amprop and LLR LLC, respectively, shall submit impact fee credit and reimbursement requests only for the specific segment to which it is entitled to such credit or reimbursement under this DA, and shall specifically identify the said segment and the applicable DA provision, in such request. If either Amprop or LLR LLC fail to properly identify an impact fee payment, reimbursement, or credit request in accordance with this paragraph, the County shall assume that the payment, reimbursement, or credit is for the benefit of the owner of Parcel A or the DRI, and issue the reimbursement or credit to the owner of Parcel A.

7. S.R. 54 ACCESS LOCATIONS, SITE RELATED ROADWAYS. On June 25, 2008, the FDOT's Median Review Committee approved the relocation of certain access points for the Long Lake Ranch DRI, as reflected on Exhibit C hereto, the revised DRI Map H, and the revised MPUD Master Planned Unit Development Plan approved concurrent with this DA. In addition to the approved locations for the S.R. 54 access points, the following intersection configurations are approved by the FDOT and required by this DA:

FDOT-Approved S.R. 54 Median Openings

From West to East

| Access | Type | Metric | English |
|-------------------|-------------|--------|---------|
| Ballantrae | Full | 241+60 | 782+74 |
| Fire Station | Directional | 248+37 | 814+86 |
| Parcel A | Full | 253+87 | 832+90 |
| Sunlake Boulevard | Full | 261+00 | 856+30 |
| Mentmore | Directional | 265+60 | 871+40 |
| Loop Road | Directional | 270+98 | 889+06 |
| Oakstead | Full | 275+00 | 902+22 |

Amprop shall construct the S.R. 54 access points in conjunction with the site development for the ROR (Retail/Office/Residential) land use area, as and when needed to meet Project access requirements (except the Sunlake Boulevard/S.R. 54 intersection, which is part of the required Sunlake Boulevard Pipeline Project). Nothing herein shall be construed to prohibit any other right-turn only access driveways, where approved by the FDOT and the County's access management review process, for access onto S.R. 54.

In addition, Amprop acknowledges that the Loop Road, the East Frontage Road, and the Leonard Road Connector (as conceptually depicted on Exhibit B) are internal, site related improvements, which are not entitled to impact fee credits. Amprop shall construct, or shall cause others to construct, the said internal roadways, when and as required to provide access to individual development parcels with Parcel C (as depicted on Exhibit B), as development occurs. The said obligation is to construct the said roadways within the Project boundary, only, and not outside the said Project boundary.

8. ACCESS DRIVE TO PARCEL A. The Office User for Parcel A requires an access driveway (with extension of utilities) from Sunlake Boulevard westward, along the southern boundary of Parcel B, to Parcel A, as generally depicted on Exhibit B hereto (the roadway and utilities, collectively, are the "Parcel A Driveway"). In conjunction with its economic incentive package for the Office User, the County shall cause the said Parcel A Driveway to be designed and permitted, and shall fund construction of (or procure State grant funds for) the Parcel A Driveway. However, Amprop agrees to act as the Construction Entity for the Parcel A Driveway, on behalf of the County, and to cause the Parcel A Driveway to be constructed prior to the issuance of a Certificate of Occupancy for the first building on Parcel A. The County shall provide the funding to Amprop or its Designee for the Parcel A Driveway concurrent with the design, permitting, and construction process.

9. ECONOMIC INCENTIVE FUNDS. Nothing in this DA shall be construed to limit or prohibit the County, nor any qualified end-user within the Project, from seeking or obtaining State grant funds or other economic incentive funds or reimbursement for qualified projects within the Long Lake Ranch DRI. In the event the County procures such funds or reimbursement related to the Sunlake Boulevard intersection (including signalization), S.R. 54 improvements, any Sunlake Boulevard segment, Parcel A Driveway access, and/or any utilities or other infrastructure related to the proposed Parcel A development project (which funding the County agrees to use its best, good faith efforts to procure), then the County agrees to provide such funds as a contribution toward the Amprop Segment of the Sunlake Boulevard Pipeline Project; provided, however, that any such economic incentive funds provided by or through the County shall not be subject to any impact fee credits in favor of Amprop (nor any other party), nor shall the County make any duplicative reimbursement for the same work item. Finally, Amprop acknowledges and agrees that the Parcel A Office User may receive, as part of an economic incentive package, reimbursement of TIFs from the General Fund, or from other sources, to the appropriate Pasco County impact fee fund for the buildings to be constructed on Parcel A. In such event, Amprop understands and agrees that it will not be able to sell, assign, or transfer any of its impact fee credits from the Sunlake Boulevard Pipeline Project, to such Parcel A user; however, all Parcels B and C users (see Exhibit B) shall be required to purchase impact fee credits from Amprop, at par (based upon the then-existing County impact fee schedules) until such time as Amprop's impact fee credits have been exhausted.

10. TECHNICAL CRITERIA AND PROCEDURES

a. Design and Permitting: Amprop shall design and permit the Required Roadway Improvements in accordance with the terms of this DA. The Required Roadway Improvements shall be designed consistent with the design criteria of the FDOT and/or the County, as applicable. If required by the FDOT, those Required Roadway Improvements affecting S.R. 54, including, but not limited to, 1) the Sunlake Boulevard/S.R. 54 intersection improvements and signalization; 2) the intersection improvements at S.R. 54/East Frontage Road; and 3) any other improvement within the S.R. 54 right-of-way that may be required at the time of preliminary plan/preliminary site plan approval (collectively referred to as the "S.R. 54-Related Required Roadway Improvements"), shall be in accordance with any existing or re-evaluated Project Development and Environment Study (PD&E) for S.R. 54 and/or a State Environmental Impact Report. The construction contractors used by Amprop to complete construction of any roadway or intersection improvements for S.R. 54-Related Required Roadway Improvements shall be satisfactory to the FDOT.

b. Technical Requirements: All design, permitting, and construction for the Required Roadway Improvements shall be in accordance with the standards promulgated by the FDOT in accordance with Section 336.045, F.S., and/or the County, as applicable, and construction plans shall comply with the FDOT's Plans Preparation Manual or County standards as appropriate, and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate the location(s) of drainage inlets and roadway facilities. Except as otherwise provided in this DA, any Required Roadway Improvement related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plans.

c. Pavement Structure Requirements: Sunlake Boulevard within Pasco County shall require the following pavement structure requirements:

- (1) A minimum pavement structural number of 4.08 with a minimum of three (3) inches of Type S asphaltic concrete surface course.
- (2) A minimum vertical separation between the bottom of the base to the design seasonal high water table of two (2) feet where a limerock base is provided. Where soil cement, Asphalt Base Course (ABC) - 3 asphaltic concrete, or crushed concrete base material is used, the minimum separation between the bottom of the base to the design seasonal high water table shall be no less than one (1) foot.
- (3) A one (1) inch friction course shall be provided.
- (4) If soil cement is utilized, the stabilized subgrade shall be twelve (12) inch Limerock Bearing Ratio (LBR) - 20 (layer coefficient 0.04)

d. Roadway Drainage Facilities: Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or

developments along the route of the Required Roadway Improvements shall be owned, operated, and maintained by the FDOT or the County as applicable, subsequent to the expiration of the three (3) year Maintenance Guarantee period as set forth herein. The Developer may, however, request of the County that the Developer, Community Development District (CDD), or other legal entity as may be approved by the County, be allowed to maintain these facilities for the County roadways. If such request is granted, the Developer or CDD, as applicable, shall provide appropriate easements to the County so that the County has the ability to maintain the facilities in the event the Developer or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Required Roadway Improvements drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Required Roadway Improvements, all such drainage facilities shall remain owned by the underlying land owner, including the Developer where applicable, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner (or CDD or other similar legal entity as may be approved by the County). The underlying landowner (or CDD or other similar legal entity as may be approved by the County) shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the County. Appropriate easements to the FDOT or the County, as applicable, shall be provided on all lands owned by the Developer and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the Required Roadway Improvements, including those facilities that are commingled or combined, so the FDOT or County has the ability to maintain the facilities associated with the Required Roadway Improvements in the event the Developer or other respective underlying land owners default on its (their) obligation to maintain the facilities. The County shall cooperate with the efforts of the Developer and/or the Parcel B landowner to obtain the FDOT's approval for such landowner to retain ownership of any drainage facilities located within Parcel B, together with the right of such landowner to aesthetically improve and maintain such drainage facilities, provided that an easement is granted to the FDOT in accordance with the other terms of this paragraph. Commingling or combining of drainage facilities for the S.R. 54-related Required Roadway Improvements shall not be allowed unless specifically approved in writing by the FDOT.

e. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Required Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the FDOT or County, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and floodplain mitigation areas related to the Required Roadway Improvements are commingled/combined with wetland and floodplain mitigation areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall

be permitted, owned, operated, and maintained by the underlying land owner, including the Developer or CDD, where applicable. Appropriate easements shall be provided to the FDOT or County, as applicable, for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the Developer and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including those areas that are commingled or combined, so the FDOT or County, as applicable, has the ability to maintain the facilities in the event the Developer or other underlying land owner defaults on its (their) obligations to maintain the facilities. Commingling or combining of wetland and/or floodplain mitigation areas for the S.R. 54-related Roadway Improvements shall not be allowed unless specifically approved in writing by the FDOT.

f. County/FDOT Review and Approval of Design: The Developer shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans to the FDOT or the County, as applicable, for review and approval unless the FDOT or County agrees in writing to or have adopted an alternative submittal schedule. The Developer shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from the FDOT or County, as applicable, prior to commencement of any bidding of the Required Roadway Improvements. Any reviews and approvals by the County shall be completed by the County within thirty (30) days of submission by the Developer of complete and correct documents to the County. The County shall make a completeness review and notify the Developer within five (5) business days of receipt of the submission by Developer if not complete and correct. The Developer shall provide at the time of 100 percent design and right-of-way plan submission for the Required Roadway Improvements (or sooner if required by other sections of this DA) an estimate of the cost of constructing the Required Roadway Improvements, including inspection costs which shall be certified by an engineer duly registered in the State of Florida and approved by the County (hereinafter Cost Estimate). All plans, once accepted and approved for construction by the FDOT or County as applicable, shall become the property of the FDOT or County.

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

h. County Cooperation: The County shall, cooperate with Amprop in processing permit applications, and Amprop agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the Required Roadway Improvements.

i. County and FDOT Review: The Developer agrees and recognizes that the County and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the Developer or engineers/contractors selected by the Developer, in which the County or FDOT

participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any submissions or acts of the Developer or engineers/contractors selected by the Developer, the County and FDOT in no way assume or share any of the responsibility or liability of the Developer or its consultants, contractors, or registered professionals (architects and/or engineers) under this DA. All work covered under this DA shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The County and FDOT will review the submittals, although detailed checking will not necessarily be done. The Developer remains solely responsible for the work and is not relieved of that responsibility by review comments.

j. Utilities Relocation: Amprop shall coordinate the relocation of any utilities infrastructure in conflict with the Required Roadway Improvements, provided, however, that the County has previously approved certain Project utilities already located within the Sunlake Boulevard right-of-way. Relocation of any other utilities infrastructure which is in conflict with the Required Roadway Improvements shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. The County agrees, upon request of Amprop, to cooperate with the Developer in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner. However, under no circumstances shall the County incur any expenses, or issue any credit or reimbursement, for the relocation of such utilities.

k. Additional Right-of-Way Acquisition: While it is not anticipated that additional right-of-way will be required for the Required Roadway Improvements, if necessary, efforts will be made by the County and Developer to have the FDOT enter into a Joint Participation Agreement, Letter of Understanding, or otherwise provide a means for the County or FDOT to act as a condemning authority with regard to any additional right-of-way required for the S.R. 54-Related Required Improvements. The Developer shall have the authority to attempt to privately acquire necessary right-of-way or to participate to the extent permitted by the FDOT in regard to the actions required prior to condemnation. To the extent the County has condemning authority, County staff involvement for any Required Roadway Improvement eminent domain proceeding shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by the Developer for the Resolution of Necessity, the County's preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. The Developer, not later than the time when sixty (60) percent design plans are submitted, shall identify all real estate parcels required for the Required Roadway Improvements and identify the appropriate interests in real estate for right-of-way acquisition and furnish the same to the County. The County, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If the County disapproves the submittal, it shall provide

comments to the Developer explaining the reasons for the disapproval. Right-of-way maps shall be prepared in accordance with the requirements of the County's and State of Florida's Minimum Technical Standards. Upon County approval of the submittal, the Developer shall select an attorney acceptable to the County to represent the County in the acquisition of right-of-way. Thereafter, the Developer, in conjunction with the mutually agreeable attorney, shall proceed to acquire for the County, and in the County's name, the right-of-way pursuant to applicable law. The County, its elected officials, employees, and representatives shall not be liable under any circumstances to the Developer, its employees, contractors, material suppliers, agents, representatives, or customers for any delay occasioned by the inability to obtain the right-of-way. The Developer shall submit quarterly Project status reports that document the actions and progress of right-of-way acquisitions to the County Engineer or his designee.

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

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

n. County and FDOT Observation: The County's and FDOT's personnel and authorized representatives, as applicable, reserve the right to inspect, observe, and materials-test any and all work associated with the Required Roadway Improvements and shall at all times have access to the work being performed pursuant to this DA for the County's and FDOT's observation. However, should the County or FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the County or FDOT, as applicable, shall notify the Developer and its representative in writing; and the Developer shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the County or FDOT to observe or inspect the work of the Required Roadway Improvements. The Developer shall be solely responsible for ensuring that the Required Roadway Improvements are constructed in accordance with the plans, specifications, and required standards. Observations by the County or FDOT or their inspectors

that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the Developer's requirements herein.

o. Right-of-Way: Prior to the FDOT's or County's acceptance of any of the Required Roadway Improvements, as applicable, the Developer shall meet the applicable requirements of the FDOT and/or the County and cause all rights-of-way, including rights-of-way for drainage facilities and wetland and floodplain mitigation, as appropriate, to be conveyed to the FDOT or County in fee simple or easement, free of financial encumbrances or other encumbrances which restrict its use for road purposes.

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

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

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

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

(4) Be responsible for full and complete performance of all construction activities required pursuant to this DA. The Developer shall be responsible for the care and protection of any materials provided or work performed for the Required Roadway Improvements until the improvements are completed and accepted by the FDOT or County, as applicable, which acceptance shall not be unreasonably withheld.

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

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

(7) Provide to the FDOT and County copies of all design drawings, as-built drawings, and permits received for the Required Roadway Improvements, and such information shall become

the property of the FDOT and County upon submission. All plans submitted to the County shall include reproducible Mylars™ and electronic files compatible with *AutoCADD*. All plans submitted to the FDOT shall include reproducible Mylars™ and electronic files compatible with *MicroStation* and *GeoPack*.

(8) Provide to the County, on a quarterly basis, copies of the inspection reports submitted to the FDOT.

q. Master Roadway Phasing Plan: Promptly after approval of this DA, the Developers shall initiate and the County shall process expeditiously an amendment to the existing, approved Master Roadway Phasing Plan ("MRPP") to strictly conform (without any deviation) the said MRPP to this DA (with respect to the Required Roadway Improvements and the phasing thereof). The said revised MRPP shall be approved by the DRC, in conformance to the specific requirements of this DA, without addition, deletion, or other deviation.

11. TRANSPORTATION IMPACT FEES

a. Transportation Impact Fees: Except as provided below, the Developers and the Project shall be assessed TIFs in accordance with the County's adopted TIF Ordinance as amended and this DA.

b. Office User Impact Fees: The County agrees to pay certain impact fees and connection fees on behalf of the Office User so that neither the Office User nor the Developer(s) of the Long Lake Ranch DRI will be required to pay any impact fees or connection fees for the 450,000 square feet of the office entitlements to be located on Parcel A as depicted on Exhibit B. This benefit would extend to any obligation to pay impact fees or connection fees for transportation, fire, combat and rescue, water or sewer impacts or services on any portion of the office/corporate campus within Parcel A. The County further agrees that the development entitlements requested by the Office User are not subject to school, park or library impact fees. In addition, should the County adopt some form of per "trip fee" or "mobility fee" in the future designed to offset the transportation impacts of the development project, the County agrees that 450,000 square feet of office within the office/corporate campus shall not be subject to those fees. The County also agrees to waive any and all plan review fees, Building Permit fees, and inspection fees which may be attributable to the campus or the 450,000 square feet of office entitlements within Parcel A.

12. PERFORMANCE GUARANTEES BY DEVELOPERS

a. General: Failure to post, revise, update, and keep effective the required Payment Assurance(s) shall be considered a default of this DA, entitling the County to suspend any impact fee credits or reimbursements due hereunder and/or stop the issuance of Building Permits and other development approval for such defaulting Developer, except as set forth in 12.d., below. Any issuer of Payment Assurance must have and maintain:

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

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

b. Downgrade Provision: In the event the issuer does not maintain the average financial condition in Paragraph 7.a(1) above or is downgraded below the minimum in Paragraph 7.a(2) above, the issuer must notify the County and the applicable Developer within five (5) days, and the applicable Developer must provide a substitute Payment Assurance in substantially the same form and containing the same terms as the original from a bank or financial institution with the minimum ratings set forth above within fifteen (15) days of such downgrade event or the County will draw on the original Payment Assurance.

(1) The Payment Assurance must provide for draws to be made on a bank or financial institution located in West Central Florida, or by facsimile if no local office is available.

(2) The Payment Assurance shall be returned to the Developer upon fulfillment of the obligation guaranteed by such Payment Assurance. In addition, a Developer may provide a substitute or replacement Payment Assurance at any time hereunder, provided such substitute document meets the requirements hereof.

(3) Maintenance Guarantee: Upon completion of the Required Roadway Improvements and final acceptance by the County and/or FDOT, the Developer and its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of three (3) years after final acceptance, and, if any part of the construction should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the County and/or FDOT. The Performance Guarantees for the Required Roadway Improvements if applicable may cover this guarantee if they remain in place for a period of three (3) years after final acceptance in an amount equal to fifteen (15) percent of the applicable construction contract amount, or the Developer or its contractor may post separate Maintenance Bonds acceptable to the County to guarantee maintenance in accordance with this paragraph. This remedy for correction is a contractual obligation that is a cumulative, not exclusive. Upon completion of construction of the improvements and final inspection by the County and/or FDOT as being constructed in accordance with all appropriate contract

documents and permit requirements, etc., and upon the expiration of the required three (3) years Maintenance Guarantee, the County and/or FDOT shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined.

(4) Office User Exception: Notwithstanding Section 12.a, above, nor any other provision of this DA, the default by any Developer(s) hereunder shall not affect, impair, or otherwise abrogate 1) any entitlements allocated to Parcels A or B under the DO or the MPUD Amendment; 2) the right to Building Permits for Parcels A and B pursuant to the LDC procedural requirements; nor 3) any County commitment to the Office User.

13. INDEMNIFICATION AND INSURANCE

a. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the applicable Developer shall indemnify, defend, and hold harmless the County and FDOT and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the County or FDOT may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the applicable Developer resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by such Developer during the performance of this DA, any work under this DA, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the Developer's negligent maintenance of the property over which the Developer has control; or by reason of a judgment over and above the limits provided by the insurance required under this DA; or by any defect in the condition or construction of the Required Roadway Improvements, except that the Developer will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the County or FDOT or any of their agents or employees, unless such County or FDOT negligence arises from the County or FDOT review of plans referenced in this DA. The applicable Developer's obligation to indemnify, defend, hold harmless as described hereinabove, shall arise within seven (7) days of receipt by such 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 this DA. 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, adjudicated judgment finding the County or FDOT solely negligent shall excuse performance of this provision by the Developer. If a judgment finding the County or FDOT solely negligent is appealed and the finding of sole negligence is reversed, the Developer shall be obligated to indemnify the County or FDOT for the cost of the appeal(s). The Developer shall pay all costs and fees related to this obligation and its enforcement by the County or FDOT. Amprop shall also include for the

Required Roadway Improvements this indemnity provision, replacing the word Developer with the name of the contractor(s).

b. Insurance:

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

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

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

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

(d) The Developer shall require that all insurance coverage provided by the engineers and/or general contractor be primary to any insurance or self-insurance program of the

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

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

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

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

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

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

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

(a) Workers' Compensation and Employer's Liability Insurance: The Developer shall require that coverage be maintained by the engineers and/or contractor for all employees

engaged in the work in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

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

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

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

(i) General Aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
(ii) Products, Completed Operations Aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
(iii) Bodily Injury Including Death (Each Person): One Million and 00/100 Dollars (\$1,000,000.00).
(iv) Bodily Injury, Including Death (Each Occurrence): Two Million and 00/100 Dollars (\$2,000,000.00).
(v) Property Damage (Each Occurrence): One Million and 00/100 Dollars (\$1,000,000.00).
(vi) Personal and Advertising Injury (Each Occurrence): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
(vii) Fire Damage (Any One [1] Fire): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

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

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

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

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

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

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

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

14. GENERAL PROVISIONS

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

b. Default: If the Developer fails to meet any of the time frames set forth herein for the Required Roadway Improvements, unless extended pursuant to this DA, then it shall be considered a default of this DA entitling the County to make a claim and collect on the portion of the Payment Assurance applicable to such default (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the County's rights to enforce the balance of the guarantees, if required), or exercise any other default remedies allowed by law. The County acknowledges and agrees that

the County shall claim and collect on the Amprop Payment Assurance only for those costs which are the responsibility of Amprop hereunder, and on the LLR LLC Payment Assurance only for those costs which are the responsibility of LLR LLC hereunder. No such default shall impair the rights of the Office User, as set forth in Section 12.d, above.

c. Time Extensions:

(1) In the event the County requires additional time beyond that allocated herein to act upon a submission by the Developer of complete and correct documents for review and/or approval, there shall be an automatic extension of the time periods set forth in this DA for the Required Roadway Improvements for the documented number of days which it takes the County beyond the days allowed for the County's review and/or approval.

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

d. Termination: The County may terminate this DA upon the Developer's failure to comply with the terms and conditions of this DA. The County shall provide the Developer with a written Notice of Termination, stating the County's intent to terminate and describing those terms and conditions with which the Developer has failed to comply. If the Developer has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the County may terminate this DA immediately without further notice, and the Developer shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to County under Florida law, but it is in addition thereto. Notwithstanding the foregoing, any such termination of this DA shall not divest Parcels A or B of their approved DRI entitlements, or impair the procurement of Building Permits for Parcels A or B in accordance with standard LDC procedures; nor abrogate any County commitment made to the Office User.

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

(1) The Developer shall cause all provisions of this DA to be included by reference and made a part of any contract for the Required Roadway Improvements.

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

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

g. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: Amprop General Investments, LLC, 12950 Racetrack Road, Suite 201, Tampa, Florida 33626; and Long Lake Ranch, LLC, Attention Ed Suchora, Beazer Homes/Tampa Division, 9432 Camden Field Parkway, Riverview, Florida 33578, and Mark J. Spada, M/I Homes of Tampa, LLC, 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida 33634; with a copy to Joel R. Tew, Esquire, Tew & Associates, 7747 Mitchell Boulevard, Suite C, New Port Richey, Florida 34655, with a copy to Pasco County, c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, 7530 Little Road, Suite 320, New Port Richey, Florida 34654, with a copy to David A. Goldstein, Senior Assistant County Attorney, West Pasco Government Center, 7530 Little Road, Suite 340, New Port Richey, Florida 34654, with a copy to Ben Harrill, Esquire, 2550 Permit Place, New Port Richey, Florida 34655-4516; with a copy to Donna Feldman, Esquire, 19321-C U.S. 19 North, Suite 103, Clearwater, Florida 33764; with a copy to Clayton Bricklemeyer, Esquire, 500 E. Kennedy Boulevard, Suite 200, Tampa, Florida 33602; and with a copy to Mark A. Linsky, Esquire, Linsky & Linsky, 503 W. Platt Street, Tampa, Florida 33606. These addresses may be changed by giving notice as provided for in this paragraph.

h. Entire Agreement: This DA embodies and constitutes the entire understanding and agreement between the parties with respect to the specific matters set forth herein, and this DA supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written (except for agreements between/among the private Developers and/or the Owners, and between the County and the Office User, which shall not be affected hereby); provided, however, that nothing shall relieve the Developers of any development approval requirements or conditions previously imposed or authorized to be imposed under the County's LDC or Comprehensive Plan for future permits required by the Developers.

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

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

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

l. 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.

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

n. Severability: In case any one (1) or more of the provisions contained in this DA 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 DA 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 DA or the failure of consideration.

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

p. Cancellation: This DA may be canceled by mutual consent of all of the parties to the DA; provided, however, that any such termination shall not divest Parcels A or B of their approved DRI entitlements, nor impair the right to Building Permits for Parcels A and B pursuant to normal LDC provisions, nor abrogate any County commitments to the Office User.

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

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

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

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this



JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA


CHAIRMAN
APPROVED

Date: NOV 25 2008

WITNESSES:

LONG LAKE RANCH LLC
a Florida limited liability company
By: _____

BY: _____

Print

Its _____
Title

STATE OF FLORIDA
COUNTY _____

The foregoing instrument was acknowledged before me this _____
(date), by _____
_____, as _____ of _____, as Member
of Long Lake Ranch, LLC (name of person acknowledging), who is personally known to me or who has
produced _____

(type of identification) as identification.

Seal:

NOTARY

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

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this



Paula A. O'Neil
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Jack Harman
CHAIRMAN
APPROVED

Date: NOV 25 2008

WITNESSES:

Ben Hamill
Lydia M. Crider

LONG LAKE RANCH LLC
a Florida limited liability company
By: _____

BY: Ed Suchora
Print

Its VP of Land - Southeast
Title as Managing Member

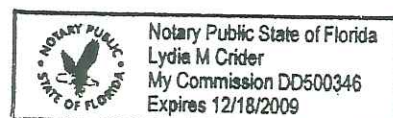
STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this 6th day of January, 2009
(date), by Ed Suchora,
as Vice President of Beazer Homes Corp. as Member
of Long Lake Ranch, LLC (name of person acknowledging), who is personally known to me or who has
produced _____

(type of identification) as identification.

Seal:

Lydia M. Crider
NOTARY



WITNESSES:

Patricia A. Skidmore
Ali A. R.

AMPROP GENERAL INVESTMENTS, LLC
a Florida limited liability company

By: _____
Its: Member

BY: [Signature]

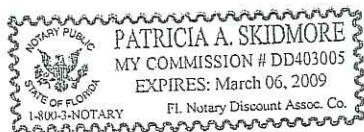
ERIC A. SCHOESSLER
Print
Its manager
Title

STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this January 12, 2009
(date), by Eric A Schoessler, as Manager of Amprop General Investments, LLC (name of person
acknowledging), who is personally known to me or who has produced n/a

(type of identification) as identification.

Seal:



Patricia A. Skidmore
NOTARY Patricia A. Skidmore

WITNESSES:

ROY NICHOLAS GERACI, JR.

BY: _____

Print

Its _____
Title

STATE OF FLORIDA
COUNTY _____

The foregoing instrument was acknowledged before me this _____
(date), by Roy Nicholas Geraci, Jr. (name of person acknowledging), who is personally known to me or who
has produced _____

(type of identification) as identification.

Seal:

NOTARY

WITNESSES:

AMPROP GENERAL INVESTMENTS, LLC
a Florida limited liability company

By: _____
Its: Member

BY: _____

ERIC A. SCHOESSLER
Print

Its _____
Title

STATE OF FLORIDA
COUNTY _____

The foregoing instrument was acknowledged before me this _____
(date), by Eric A Schoessler, as Manager of Amprop General Investments, LLC (name of person
acknowledging), who is personally known to me or who has produced _____

(type of identification) as identification.

Seal: _____
NOTARY

WITNESSES:

ROY NICHOLAS GERACI, JR.

[Signature]

[Signature]

BY: *[Signature]*

Roy Nicholas Geraci Jr
Print

Its _____
Title

STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this December 29, 2008
(date), by Roy Nicholas Geraci, Jr. (name of person acknowledging), who is personally known to me or who
has produced _____

(type of identification) as identification.

Seal: _____
NOTARY



WITNESSES:

Crystal L. Hall
[Signature]

PETER ADKINS GERACI

BY: *Peter Adkins Geraci*
PETER ADKINS GERACI
Print

Its _____
Title

STATE OF FLORIDA
COUNTY *Hillsborough*

The foregoing instrument was acknowledged before me this *16th day of December, 2008*
(date), by Peter Adkins Geraci (name of person acknowledging) who is personally known to me or who has
produced _____

(type of identification) as identification.

Seal:

Crystal L. Hall
NOTARY CRYSTAL L. HALL

WITNESSES:

Crystal L. Hall
[Signature]

N. GERACI & CO., INC.
a Florida corporation

BY: *Peter Adkins Geraci*
PETER ADKINS GERACI
Print

Its _____
PRESIDENT
Title

STATE OF FLORIDA
COUNTY *Hillsborough*

The foregoing instrument was acknowledged before me this *16th day of December, 2008*
(date), by Peter Adkins Geraci, as President of N. Geraci & Co., Inc. (name of person acknowledging) who is
personally known to me or who has produced _____

(type of identification) as identification.

Seal:

Crystal L. Hall
NOTARY CRYSTAL L. HALL

WITNESSES:

[Signature]
Anna I. Garcia

N. GERACI & CO., INC.
a Florida corporation

BY: [Signature]
ROY NICHOLAS GERACI, JR.
Print

Its VICE PRESIDENT
Title

STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this December 29, 2008
(date), by Roy Nicholas Geraci, Jr., as Vice President of N. Geraci & Co., Inc. (name of person
acknowledging), who is personally known to me or who has produced _____

(type of identification) as identification.

Seal:



[Signature]
NOTARY

WITNESSES:

[Signature]
Anna I. Garcia

THE ROY NICHOLAS GERACI, JR.
CHILDRENS' TRUST

BY: [Signature]
RICHARD REITHOFFER
Print

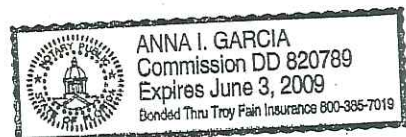
Its TRUSTEE
Title

STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this 29th day of December, 2008
(date), by Richard Reithoffer, as Trustee of The Roy Nicholas Geraci, Jr. Childrens' Trust (name of person
acknowledging), who is personally known to me or who has produced _____

(type of identification) as identification.

Seal:



[Signature]
NOTARY

WITNESSES:

Donna Leon
Crystal L Hall

THE PETER A. GERACI CHILDRENS' TRUST

BY: [Signature]

CHARLES C. CARNEVALE

Print

Its

TRUSTEE

Title

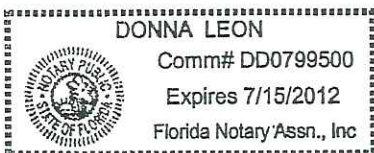
STATE OF FLORIDA

COUNTY Hillsborough

The foregoing instrument was acknowledged before me this December 15, 2008
(date), by Charles C. Carnevale, as Trustee of The Peter A. Geraci Childrens' Trust (name of person
acknowledging) who is personally known to me or who has produced _____

(type of identification) as identification.

Seal:



Donna Leon
NOTARY

WITNESSES:

Crystal L Hall
[Signature]

LG LAND, CATTLE & TIMBER COMPANY, INC.
a Florida corporation

BY: Peter A. Geraci

PETER A. GERACI

Print

Its

PRESIDENT

Title

STATE OF FLORIDA

COUNTY Hillsborough

The foregoing instrument was acknowledged before me this 16th day of December, 2008
(date), by Peter A. Geraci, as President of LG Land, Cattle & Timber Company, Inc. (name of person
acknowledging) who is personally known to me or who has produced _____

(type of identification) as identification.

Seal:



Crystal L Hall
NOTARY CRYSTAL L. HALL

EXHIBITS

- A. DRI Project Legal Description (As Revised)
- B. ROR (Retail/Office/Residential) Area Parcel Map (Amprop Parcels)
- C. Required Roadway Improvements Graphic (S.R. 54 & S.L. Boulevard Items)

EXHIBIT A

DRI PROJECT

LEGAL DESCRIPTION (AS REVISED)

LEGAL DESCRIPTION (PARENT TRACT):

THAT PART OF SECTIONS 27, 28, 33 AND 34, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA BEING PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE N89°17'29"W, ALONG THE SOUTH BOUNDARY OF SAID SECTION 33 FOR 4,422.23 FEET; THENCE N00°39'13"E, FOR 1,320.08 FEET; THENCE S89°17'08"E, FOR 3,105.54 FEET; THENCE N00°52'15"E, FOR 3,784.48 FEET; THENCE N00°21'58"E, FOR 1,567.07 FEET; THENCE N89°38'02"W, FOR 3,907.18 FEET; THENCE N00°23'28"E, FOR 1,071.04 FEET; THENCE N00°25'58"E, FOR 426.20 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD 54 THE FOLLOWING TEN (10) COURSES: 1) N85°03'22"E, FOR 1,050.59 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 2,814.76 FEET, A CENTRAL ANGLE OF 19°00'01", AND A CHORD BEARING OF S85°26'38"E, FOR 929.15 FEET; THENCE 2) EASTERLY ALONG THE ARC FOR 933.42 FEET; THENCE 3) S75°56'38"E, FOR 2,032.00 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,959.86 FEET, A CENTRAL ANGLE OF 16°02'00", AND A CHORD BEARING OF S83°57'38"E, FOR 546.65 FEET; THENCE 4) EASTERLY ALONG THE ARC FOR 548.44 FEET; THENCE 5) N88°01'22"E, FOR 1,681.32 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,195.92 FEET, A CENTRAL ANGLE OF 33°43'00", AND A CHORD BEARING OF N71°09'52"E, FOR 693.65 FEET; THENCE 6) EASTERLY ALONG THE ARC FOR 703.76 FEET; THENCE 7) N54°18'22"E, FOR 1,191.51 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,859.86 FEET, A CENTRAL ANGLE OF 15°17'00", AND A CHORD BEARING OF N61°56'52"E, FOR 494.64 FEET; THENCE 8) NORTHEASTERLY ALONG THE ARC FOR 496.11 FEET; THENCE 9) N69°35'22"E, FOR 697.38 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 904.93 FEET, A CENTRAL ANGLE OF 20°55'05", AND A CHORD BEARING OF N80°02'55"E, FOR 328.55 FEET; THENCE 10) EASTERLY ALONG THE ARC FOR 330.38 FEET; THENCE S00°25'12"W, FOR 600.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S00°40'49"W, A RADIAL DISTANCE OF 304.93 FEET AND HAVING A CHORD BEARING OF S80°08'06"W, FOR 111.61 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 21°05'27", FOR 112.25 FEET; THENCE S69°35'22"W, FOR 697.38 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,259.86 FEET, A CENTRAL ANGLE OF 15°17'00", AND A CHORD BEARING OF S61°56'52"W, FOR 335.07 FEET; THENCE SOUTHWESTERLY ALONG THE ARC FOR 336.06 FEET; THENCE S54°18'22"W, FOR 422.31 FEET; THENCE S23°46'28"E, FOR 119.66 FEET; THENCE S28°31'20"E, FOR 146.68 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S68°16'52"W, A RADIAL DISTANCE OF 568.22 FEET AND HAVING A CHORD BEARING OF S00°36'59"E, 409.16 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 42°12'18", FOR 418.56 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N62°58'31"W, A RADIAL DISTANCE OF 1,884.36 FEET AND HAVING A CHORD BEARING OF S33°05'52"W, 398.73 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 12°08'47", FOR 399.47 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S50°10'09"E, A RADIAL DISTANCE OF 111.45 FEET AND HAVING A CHORD BEARING OF S05°35'56"E, 158.78 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 90°51'33", FOR 176.73 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S40°29'09"W, A RADIAL DISTANCE OF 266.92 FEET AND HAVING A CHORD BEARING OF S30°08'21"W, 525.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 159°18'23", FOR 742.15 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS

POINT LIES S06°16'32"E, A RADIAL DISTANCE OF 514.61 FEET AND HAVING A CHORD BEARING OF S32°39'27"W, 800.62 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 102°08'04", FOR 917.34 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N81°04'54"E, A RADIAL DISTANCE OF 367.98 FEET AND HAVING A CHORD BEARING OF S43°13'49"E, 414.86 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 68°37'28", FOR 440.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S42°46'00"W, A RADIAL DISTANCE OF 1,393.27 FEET AND HAVING A CHORD BEARING OF S40°22'27"E, 332.78 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 13°43'04", FOR 333.58 FEET; THENCE S52°17'57"W, FOR 247.69 FEET; THENCE S76°38'38"W, FOR 376.79 FEET; THENCE S37°14'07"W, FOR 725.77 FEET; THENCE S00°48'12"W, FOR 1,707.95 FEET; THENCE S89°40'47"E, FOR 1,992.95 FEET; THENCE N45°25'45"E, FOR 468.07 FEET; THENCE N00°36'35"E, FOR 900.75 FEET; THENCE S89°36'51"E, FOR 1,650.98 FEET; THENCE S00°23'07"W, ALONG THE EAST BOUNDARY OF SAID SECTION 34, FOR 1,228.07 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 34; THENCE N89°30'42"W, FOR 18.93 FEET; THENCE S00°29'18"W, ALONG THE WEST OCCUPIED RIGHT-OF-WAY BOUNDARY OF HIDEWAY LANE, FOR 2,284.90 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S87°38'02"E, A RADIAL DISTANCE OF 76.12 FEET AND HAVING A CHORD BEARING OF S21°14'18"E, 60.96 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 47°12'32", FOR 62.72 FEET; THENCE S00°23'57"W, FOR 296.72 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE N89°02'48"W, ALONG THE SOUTH BOUNDARY OF SAID SECTION 34 FOR 5,328.39 FEET TO THE POINT OF BEGINNING. CONTAINING 46,996,180 SQUARE FEET OR 1,078.884 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING THREE PARCELS:

PARCEL 124

PART A FEE SIMPLE RIGHT OF WAY

A PARCEL OF LAND BEING A PORTION OF SECTIONS 27 AND 28, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 25 MILLIMETER (1") PINCHED IRON PIPE MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA; THENCE N 00°28'24"E, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 127.632 METERS (418.74 FEET) TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 54; THENCE N 85°02'42"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 24.494 METERS (80.36 FEET) TO THE EAST LINE OF THE WEST 80 FEET OF SAID NORTHWEST 1/4 OF SECTION 28 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING SIX COURSES: (1) N 85°02'42"E, A DISTANCE OF 320.131 METERS (1050.30 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 857.949 METERS (2814.79 FEET); (2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 284.249 METERS (932.57 FEET), THROUGH A CENTRAL ANGLE OF 18°58'58", A CHORD DISTANCE OF 282.951 METERS (928.32 FEET) AND A CHORD BEARING OF S 85°27'49"E TO THE POINT OF TANGENCY; (3) S 75°58'20"E, A DISTANCE OF 619.833 METERS (2033.57 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 597.366 METERS (1959.86 FEET); (4) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 166.960 METERS (547.77 FEET), THROUGH A CENTRAL ANGLE OF 16°00'50", A CHORD

DISTANCE OF 166.417 METERS (545.99 FEET) AND A CHORD BEARING OF S 83°58'45"E TO THE POINT OF TANGENCY; (5) N 88°00'50"E, A DISTANCE OF 512.502 METERS (1681.43 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 364.519 METERS (1195.93 FEET); (6) NORTHEASTERLY ALONG THE ARC OF SAID CURVE 204.583 METERS (671.20 FEET), THROUGH A CENTRAL ANGLE OF 32°09'24", A CHORD DISTANCE OF 201.908 METERS (662.43 FEET) AND A CHORD BEARING OF N 71°56'08"E TO A POINT OF CUSP AND A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 911.189 METERS (2989.46 FEET); THENCE LEAVING SAID LINE AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 784.697 METERS (2574.46 FEET), THROUGH A CENTRAL ANGLE OF 49°20'31", A CHORD DISTANCE OF 760.672 METERS (2495.64 FEET) AND A CHORD BEARING OF S 79°21'33"W TO THE POINT OF TANGENCY; THENCE N 75°58'11"W, A DISTANCE OF 733.949 METERS (2407.96 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 835.189 METERS (2740.12 FEET); THENCE NORTHWESTERLY ALONG SAID CURVE 261.410 METERS (857.64 FEET), THROUGH A CENTRAL ANGLE OF 17°56'00", A CHORD DISTANCE OF 260.345 METERS (854.15 FEET) AND A CHORD BEARING OF N 84°56'11"W TO THE POINT OF TANGENCY; THENCE S 86°05'49"W, A DISTANCE OF 354.222 METERS (1162.14 FEET) TO THE EAST LINE OF THE WEST 80 FEET OF SAID NORTHWEST 1/4 OF SECTION 28; THENCE N 00°28'24"E, ALONG SAID EAST LINE, A DISTANCE OF 45.714 METERS (149.98 FEET) TO THE SAID POINT OF BEGINNING.

CONTAINING 11.1063 HECTARES (27.444 ACRES), MORE OR LESS.

PART B

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 19 MILLIMETER (3/4") IRON PIPE MARKING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, N 89°31'09"W, A DISTANCE OF 404.162 METERS (1325.99 FEET) TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 27, N 00°28'38"E, A DISTANCE OF 437.315 METERS (1434.76 FEET) TO THE POINT OF BEGINNING AND A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 460.959 METERS (1512.33 FEET); THENCE LEAVING SAID LINE AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE 60.067 METERS (197.07 FEET), THROUGH A CENTRAL ANGLE OF 07°27'58", A CHORD DISTANCE OF 60.024 METERS (196.93 FEET) AND A CHORD BEARING OF N 85°37'37"W TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 54 AND A POINT OF CUSP WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 269.699 METERS (884.84 FEET); THENCE ALONG SAID LINE AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE 60.341 METERS (197.97 FEET), THROUGH A CENTRAL ANGLE OF 12°49'09", A CHORD DISTANCE OF 60.215 METERS (197.56 FEET) AND A CHORD BEARING OF N 84°28'48"E TO THE AFOREMENTIONED EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, THENCE ALONG SAID LINE, S 00°28'38"W, A DISTANCE OF 10.369 METERS (34.02 FEET) TO THE POINT OF BEGINNING.

CONTAINING 339.1 SQUARE METERS (3,650 SQUARE FEET), MORE OR LESS.

AND
PART C FEE SIMPLE RIGHT OF WAY

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 AND THE
SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 25 MILLIMETER (1") PINCHED IRON PIPE MARKING THE
SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 26 SOUTH,
RANGE 18 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF
THE NORTHWEST 1/4 OF SAID SECTION 28, N 00°28'24"E, A DISTANCE OF 127.632
METERS (418.74 FEET) TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF
STATE ROAD 54; THENCE N 85°02'42"E, ALONG SAID SOUTHERLY RIGHT OF WAY
LINE, A DISTANCE OF 24.494 METERS (80.36 FEET) TO THE EAST LINE OF THE WEST 80
FEET OF SAID NORTHWEST 1/4 OF SECTION 28; THENCE S 00°28'24"W, ALONG SAID
EAST LINE, A DISTANCE OF 115.363 METERS (378.49 FEET) TO THE POINT OF
BEGINNING; THENCE CONTINUE S 00°28'24"W, ALONG SAID EAST LINE, A DISTANCE
OF 14.541 METERS (47.71 FEET) TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF
SECTION 28; THENCE S 00°23'33"W, PARALLEL WITH THE WEST LINE OF SAID
SOUTHWEST 1/4, A DISTANCE OF 300.180 METERS (984.84 FEET); THENCE S 88°51'10"E,
DISTANCE OF 210.413
METERS (690.33 FEET); THENCE N 67°44'33" E, A DISTANCE OF 16.081 METERS (52.76
FEET); THENCE N 26°01'18" E, A DISTANCE OF 11.217 METERS, (36.80 FEET); THENCE N
42°16'05" E, A DISTANCE OF 8.322 METERS, (27.30 FEET); THENCE S 89°26'49" E, A
DISTANCE OF 10.713 METERS (35.15 FEET); THENCE S 65°47'11" E, A DISTANCE OF 4.456
METERS (14.62 FEET); THENCE N 48°48'13" E, A DISTANCE OF 12.439 METERS (40.81
FEET); THENCE N 06°51'36" E, A DISTANCE OF 7.693 METERS (25.24 FEET); THENCE N
29°45'49" W, A DISTANCE OF 18.281 METERS (59.98 FEET); THENCE N 30°17'47" E, A
DISTANCE OF 7.018 METERS (23.03 FEET); THENCE N 08°03'14" W, A DISTANCE OF 23.772
METERS (77.99 FEET); THENCE N 09°21'03" E, A DISTANCE OF 26.108 METERS (85.66
FEET); THENCE N 44°54'31" E, A DISTANCE OF 17.620 METERS (57.81 FEET); THENCE N
75°13'44" E, A DISTANCE OF 15.519 METERS (50.92 FEET); THENCE S 87°14'49" E, A
DISTANCE OF 34.354 METERS (112.71 FEET); THENCE N 62°52'18" E, A DISTANCE OF
12.191
METERS (40.00 FEET); THENCE N 36°09'56" E, A DISTANCE OF 16.539 METERS (54.26
FEET); THENCE N 61°00'54" E, A DISTANCE OF 12.528 METERS (41.10 FEET); THENCE N
11°14'11" E, A DISTANCE OF 19.902 METERS (65.29 FEET); THENCE N 28°42'52" W, A
DISTANCE OF 55.659 METERS (182.61 FEET); THENCE N 33°48'40" W, A DISTANCE OF
34.811 METERS (114.21 FEET); THENCE N 14°48'46" W, A DISTANCE OF 12.489 METERS
(40.97 FEET); THENCE N 45°05'30" W, A DISTANCE OF 16.244 METERS (53.29 FEET);
THENCE S 86°05'49" W, A DISTANCE OF 205.668 METERS (674.76 FEET); THENCE N
52°42'43" W, A DISTANCE OF 107.131 METERS (351.48 FEET) TO THE SAID POINT OF
BEGINNING.

PART 'C' CONTAINING 7.8191 HECTARES (19.321 ACRES), MORE OR LESS.

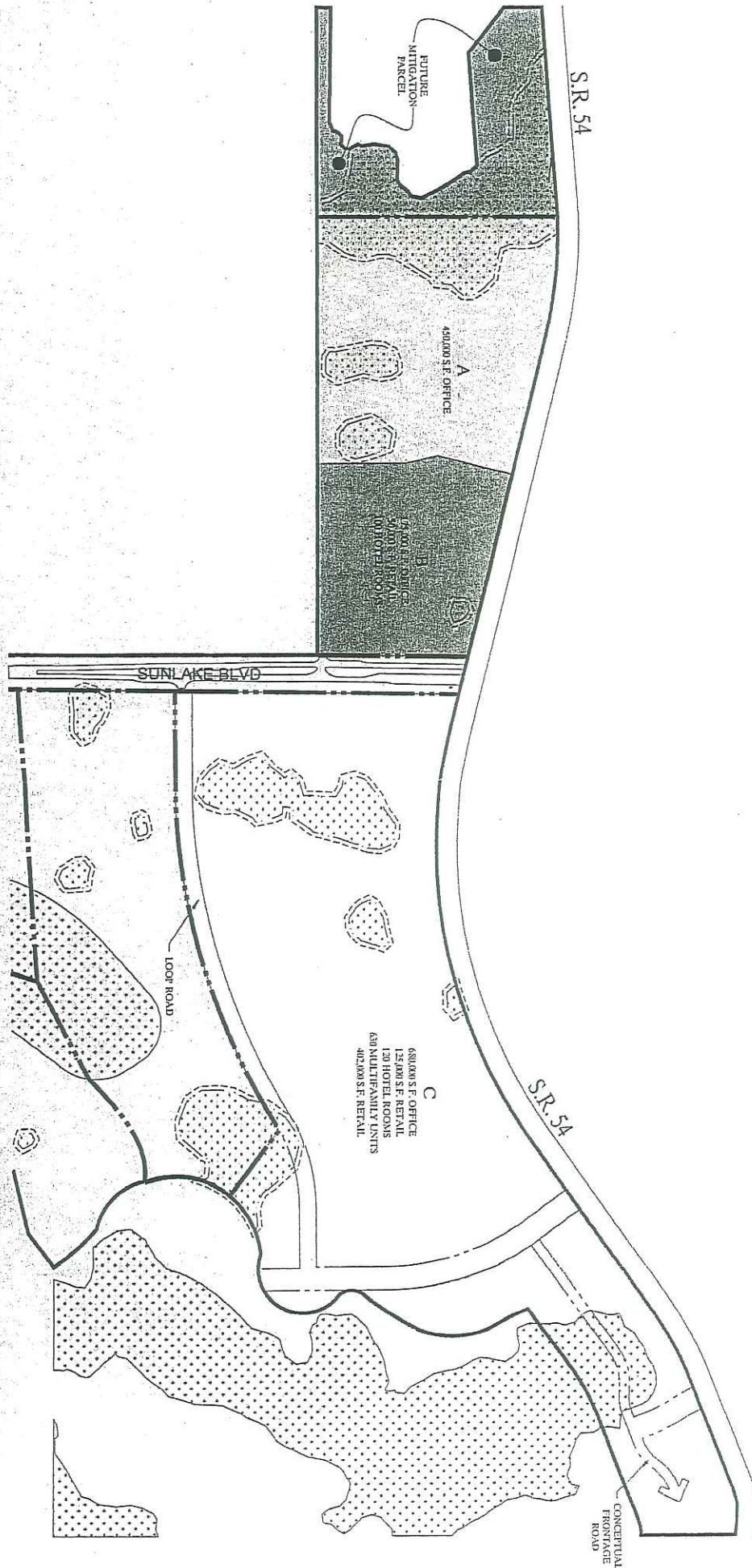
CONTAINING 1,032.035 NET ACRES MORE OR LESS.

EXHIBIT B

ROR (RETAIL/OFFICE/RESIDENTIAL) AREA PARCEL MAP (AMPROP PARCELS)

H:\PLANTING\projects\3027\100\200M Color\Conceptual Master Plan.dwg, August 12, 2008 2:05 PM, CRH, King Engineering Associates Inc.

NOTE: THIS IS A PRELIMINARY LAYOUT AND IS FOR ILLUSTRATIVE PURPOSES ONLY. THE LATEST AVAILABLE GIS DATA HAS BEEN UTILIZED, HOWEVER, KING MAKES NO GUARANTEES ON ITS ACCURACY. THE CONCEPT SHOWN IS SUBJECT TO CHANGE BASED ON FINAL ENGINEERING, FIELD SURVEY, ENVIRONMENTAL AND GOVERNMENTAL APPROVALS.



0 100 200 300 FEET

SCALE: 1" = 300'

IKin
ENGINEERING ASSOCIATES, INC.

4921 Meridian Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-4881
Fax 813 880-1882
www.ikinengineering.com

LONG LAKE RANCH
CONCEPTUAL MASTER PLAN
PASCO COUNTY, FLORIDA
PREPARED FOR:
AMPROP DEVELOPMENT CORP.
12809 BACE TRACKS ROAD, SUITE 201
TAMPA, FL 33610
PREPARED BY:

AMPROP DEVELOPMENT CORP.
1250 RACE TRACK ROAD, SUITE 201
TAMPA, FL 33606

- TABLE FL 2621

| Specimen | Age | Sex | Height | Weight | Body mass index | Waist circumference | Waist-hip ratio | Visceral fat area | Subcutaneous fat area | Visceral to subcutaneous fat area ratio |
|----------|-----|-----|--------|--------|-----------------|---------------------|-----------------|-------------------|-----------------------|---|
| 1 | 25 | M | 175 | 75 | 24.2 | 90 | 0.85 | 150 | 120 | 1.25 |
| 2 | 30 | F | 160 | 60 | 23.7 | 85 | 0.82 | 140 | 110 | 1.27 |
| 3 | 35 | M | 170 | 70 | 24.2 | 88 | 0.84 | 145 | 115 | 1.26 |
| 4 | 40 | F | 165 | 65 | 23.8 | 82 | 0.81 | 135 | 105 | 1.29 |
| 5 | 45 | M | 172 | 72 | 24.1 | 92 | 0.86 | 155 | 125 | 1.24 |
| 6 | 50 | F | 162 | 62 | 23.6 | 80 | 0.80 | 130 | 100 | 1.30 |
| 7 | 55 | M | 174 | 74 | 24.3 | 95 | 0.88 | 160 | 130 | 1.23 |
| 8 | 60 | F | 164 | 64 | 23.9 | 84 | 0.83 | 142 | 112 | 1.28 |
| 9 | 65 | M | 176 | 76 | 24.4 | 98 | 0.90 | 165 | 135 | 1.22 |
| 10 | 70 | F | 166 | 66 | 24.0 | 86 | 0.81 | 148 | 118 | 1.26 |

EXHIBIT C

SUNLAKE BOULEVARD IMPROVEMENTS GRAPHIC
(ROAD SEGMENTS & PONDS)



PREPARED BY:

King

ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634

Phone 813.880.8881
Fax 813.880.8882
www.kingengineering.com

| | | | |
|----------------------|------|--------------------|---------|
| Tampa, Florida 33624 | | www.xenogaming.com | |
| | | JOB NO. | |
| | | 30711-10000 | |
| | | DATE | |
| | | 9-29-2007 | |
| | | BOOKS | |
| | | N.Y.S. | |
| | | COURT ST. | |
| | | CCL | |
| NO. | DATE | DESCRIPTION | APPROV. |

[illegible]

NOTE:
THIS IS A PRELIMINARY LAYOUT AND IS FOR ILLUSTRATIVE PURPOSES ONLY. THE LATEST AVAILABLE GIS DATA HAS BEEN UTILIZED, HOWEVER KING MAKES NO GUARANTEES ON ITS ACCURACY. THE CONCEPT SHOWN IS SUBJECT TO CHANGE BASED ON FINAL ENGINEERING, ENVIRONMENTAL AND GOVERNMENTAL APPROVALS.

#247



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 4438 7085
RETURN RECEIPT REQUESTED

January 15, 2009

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

RE: Long Lake Ranch - Development of Regional Impact (#247)
Amended and Restated Development Agreement

Dear Mr. McDaniel:

Enclosed please find a copy of the recorded Long Lake Ranch Development of Regional Impact #247 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 November 25, 2008 and was recorded in the public records of Pasco County on January 14, 2009.

Sincerely,

A handwritten signature in cursive script, reading "Cynthia D. Spidell". The signature is written in dark ink and is positioned above the printed name and title.

Cynthia D. Spidell, MBA
Senior Planner

Enclosure

cc: Kent Fast, Florida Department of Transportation, 11201 N. McKinley Dr., Tampa, FL 33612
Donna J. Feldman, Esq., Donna J. Feldman, P.A., 19321-C U.S. Highway 19 North, Suite 103, Clearwater, FL 33764
Ben Harrill, Esq., Figurski & Harrill, The Oaks at Perrine Ranch, 2550 Permit Place, New Port Richey, FL 34655
John Meyer, Tampa Bay Regional Planning Council, 4000 Gateway Centre Blvd Suite 100, Pinellas Park, FL 33782
Joel Tew, Esq., Tew & Associates, 7747 Mitchell Boulevard, Suite C, New Port Richey, FL 34655

West Pasco Government Ctr.
Growth Management Dept.
7530 Little Road S-320
New Port Richey, FL 34654



Rept: 1221569 Rec: 435.00
DS: 0.00 IT: 0.00
01/14/09 Dpty Clerk

51
12

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR
LONG LAKE RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 247,
BETWEEN AND AMONG PASCO COUNTY, FLORIDA, AND AMPROP GENERAL
INVESTMENTS, LLC; LONG LAKE RANCH, LLC; ROY NICHOLAS GERACI, JR.;
PETER A. GERACI; N. GERACI & CO., INC.; THE ROY NICHOLAS GERACI, JR.
CHILDRENS' TRUST; THE PETER A. GERACI CHILDRENS' TRUST; AND LG
LAND, CATTLE & TIMBER COMPANY, INC., A FLORIDA CORPORATION**

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER
01/14/09 09:22am 1 of 51
OR BK 7999 PG 1032

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (DA) is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), Amprop General Investments, LLC ("Amprop") and Long Lake Ranch, LLC ("LLR LLC") (Amprop and LLR LLC also are referred to herein as "Developer(s)" or "Developer(s) of Record"), and Roy Nicholas Geraci, Jr.; Peter A. Geraci; N. Geraci & Co., Inc.; The Roy Nicholas Geraci, Jr. Childrens' Trust; The Peter A. Geraci Childrens' Trust; and LG Land, Cattle & Timber Company, Inc.; a Florida corporation (collectively the "Geracis" or the "Owners," as their interests may appear of record).

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 (F.S.), to enter into a DA with any person having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, on February 24, 2004, the County approved a development order (the "Original DO") with conditions for Development of Regional Impact (DRI) No. 247 in response to an Application for Development Approval (ADA) for the DRI No. 247 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A (the "Project");

WHEREAS, the MPUD Master Planned Unit Development Conditions of Approval for the Project requires the payment for the signalization cost of S.R. 54 and Sunlake Boulevard if and when warranted in accordance with such MPUD Master Planned Unit Development Conditions of Approval; and

WHEREAS, on June 21, 2007, the Development Review Committee (DRC) determined a variance from the County's transportation corridor management requirements for S.R. 54 is not needed, as the requirements of the Right-of-Way Preservation Ordinance for S.R. 54 have been met (125-foot right-of-way exists from the centerline of S.R. 54); and

WHEREAS, on June 21, 2007, the DRC approved a variance from the County's transportation corridor management requirements to vary the dedication without compensation requirement for the Sunlake Boulevard right-of-way from 142 feet to 120 feet; and

WHEREAS, to satisfy certain requirements of the original Long Lake Ranch DO and the original Long Lake Ranch MPUD Master Planned Unit Development Conditions of Approval concerning S.R. 54 intersection improvements, the construction of Sunlake Boulevard, and the intersection signalization at Sunlake Boulevard

and S.R. 54, the County and LLR LLC entered into that certain Development Agreement (DA) approved by the Board of County Commissioners on July 24, 2007, and recorded in the Public Records of Pasco County, Florida, on August 8, 2007, at Official Record Book 7595, Pages 1-39 (the "Original DA"); and

WHEREAS, in connection with a Notice of Proposed Change ("NOPC") for the Long Lake Ranch DRI, an MPUD Master Planned Unit Development amendment for the Long Lake Ranch DRI ("MPUD Amendment"), and a related Comprehensive Plan Amendment ("CPA") for certain subarea policies affecting the Long Lake Ranch DRI, the parties hereto collectively, and jointly and severally, desire to amend and fully restate the Original DA for the Long Lake Ranch DRI, but effective only as of the "Effective Date" set forth below; and

WHEREAS, the NOPC provides for an extension of the existing build-out dates for all DRI Phase 1 entitlements through November 2015, and for the specific approval of certain DRI Phase 2 entitlements through November 2015, all as more specifically set forth in the Amended and Restated Development Order (DO) adopted by the County pursuant to the NOPC concurrently herewith (all references to the "DO" or the "revised DO" herein shall mean the Amended and Restated Development Order adopted herewith, pursuant to the NOPC); and

WHEREAS, the revised DO contemplates substantial modifications to the required transportation improvements deemed necessary by the County to mitigate the transportation impacts that will result from approval of the NOPC; and

WHEREAS, all parties hereto desire to document the numerous agreements and conditions related to the agreed transportation pipeline improvement required by the revised DO, in order to ensure the timely provision of all required rights-of-way, drainage retention and mitigation areas, and construction of the related road improvements required by the revised DO; and

WHEREAS, as of the Effective Date (defined below), this Amended and Restated DA shall supersede and replace, in its entirety, the Original DA for the Long Lake Ranch DRI, and thereafter shall govern the rights and the obligations of all parties hereto with respect to the subject matter hereof; and

WHEREAS, the Board of County Commissioners after public notice and hearing in accordance with applicable law, has approved this Amended and Restated DA concurrent with the adoption of the Long Lake Ranch DRI NOPC, the revised DO for the Long Lake Ranch DRI, the MPUD Amendment, and the CPA, all of which are related hereto;

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

1. WHEREAS CLAUSES

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

2. PURPOSE

It is the purpose and intent of this DA to set forth the specific terms and conditions for development approval of the Project, as defined pursuant to the DO, as the same relate to the design, provision of all required rights-of-way, drainage retention and mitigation areas, permitting, and construction of Sunlake Boulevard and the S.R. 54 intersection improvements, including the signalization of the Sunlake Boulevard/S.R. 54 intersection, as required by the DO (collectively the "Required Roadway Improvements"). This DA is intended to define the terms and conditions of the County's, the Developers', and the Owners' respective participation in the Required Roadway Improvements as further defined herein. All terms and conditions of this DA shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in Exhibit A. The holders of legal title are Long Lake Ranch, LLC; Peter Adkins Geraci; Roy Nicholas Geraci, Jr.; N. Geraci & Co., Inc.; The Roy Nicholas Geraci, Jr. Childrens' Trust; The Peter A. Geraci Childrens' Trust; and LG Land, Cattle & Timber Company, Inc. Pursuant to Section 163.3239, F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to all such legal and equitable owners and their successors in interest.

b. Duration and Effective Date: This DA shall be for the duration of the Long Lake Ranch DRI DO, as amended or extended by the County, or twenty (20) years from the Effective Date (defined next), whichever is later, subject to any conditions precedent or termination provisions herein or termination by mutual agreement. Notwithstanding the date of adoption of this DA by the Board of County Commissioners, the Effective Date hereof, for all purposes, shall be the date Amprop (or its designee) closes of record upon that certain portion of the Exhibit A land depicted as Parcels A and B on Exhibit B hereto, and conveys (or causes to be conveyed) same of record to T. Rowe Price Associates, Inc., a Maryland corporation authorized to do business in the State of Florida or its subsidiaries or assigns as authorized under the Economic Development Agreement (the "Office User") for corporate office park and related uses, as more fully set forth in the NOPC (the "Amprop Closing"). Amprop shall notify the County, in writing, within five (5) business days after the Amprop Closing providing to the County notice of the Effective Date that Closing occurred, at which

time the County shall record this DA in the official records. In the event such Effective Date does not occur on or before July 30, 2009, then this DA shall be deemed null and void, without any further action by the County or any other party hereto. Until such time as the Effective Date hereunder occurs, this Amended and Restated DA shall not be recorded in the official records, and the Original DA shall be deemed to remain in full force and effect, and in the event the Effective Date hereunder does not occur, then the Original DA shall remain in full force and effect. However, upon the occurrence of the Effective Date hereunder, then at such time (and only in such event) the Original DA shall be deemed fully and automatically superseded hereby, as set forth herein. Notwithstanding the above, the statutory appeal period(s) for the DO and/or this DA, as applicable, shall commence on the date of adoption by the Board of County Commissioners.

c. Development Uses of Land: On June 8, 2004, the County approved the adoption of Rezoning Petition No. 6171 to rezone the Property to an MPUD Master Planned Unit Development District. Concurrent with the adoption of this DA, the County has adopted the MPUD Amendment which further sets forth the zoning entitlements for the DRI Project, as more fully set forth in the MPUD Amendment, the NOPC, and the revised DO for the Project.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through the Required Roadway Improvements and other transportation facilities required by the Pasco County Land Development Code (LDC) and Comprehensive Plan. Adequate potable water and wastewater services for the Project are available through the County's existing water and sewer lines subject to a Utilities Services Agreement with the County, the MPUD Master Planned Unit Development Amendment Conditions of Approval, and the DO. Adequate disposal services for the Project are available through existing licensed collectors and the County's Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Code of Ordinances and the Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by the Developers in accordance with the terms and conditions of the DO, the MPUD Amendment, this DA, the County's approved construction plans, and satisfaction of all County, State, and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations, dedications, and conveyances for public purposes (rights-of-way, retention and mitigation areas) for the Required Roadway Improvements are expressly provided for, and governed by this DA.

Any other reservations or dedications for other public purposes shall be provided only to the extent and as set forth in the MPUD Amendment or the revised DO.

f. Local Development Permits Needed: Prior to the adoption of this DA, the Developers have submitted, and the County has under review, certain construction plans for the Required Roadway Improvements. The County shall expedite the completion of its review and approval of the construction plans, in accordance with the LDC, at the earliest practical date. The County also shall cooperate

with the Developers and assist, to the extent practical, in the procurement by the Developers of all other approvals of other agencies having jurisdiction, for the Required Roadway Improvements.

Findings: The County previously found that Phase 1 of the Project, as originally approved in the Long Lake Ranch DO, was consistent with the portions of the Comprehensive Plan applicable to Project development approvals, and that Phase 1 met the transportation concurrency requirements under Chapter 402 of the LDC, through the original build-out date of December 31, 2007, for Phase 1. Incident to the approval of the NOPC, the County now has determined that the extension of the Phase 1 build-out date through November 2015, and the specific approval of the Phase 2 entitlements through a build-out date of November 2015, is consistent with the portions of the Comprehensive Plan applicable to Project development approvals. Furthermore, the County has determined that both Phase 1 and Phase 2 entitlements (as set forth in the NOPC and revised DO) meet the transportation concurrency requirements of Chapter 402 of the LDC, through the new build-out date(s) of November 2015, for both Phase 1 and Phase 2 entitlements, based upon the negotiated transportation mitigation provisions for the Required Roadway Improvements, as memorialized in this DA. Except for the foregoing vesting of entitlements through the build-out date(s) of November 2015, and as may be authorized by the DO, the Project will be subject to the LDC and the Comprehensive Plan. The foregoing extended build-out dates (November 2015) are inclusive of applicable statutory extensions, except as set forth below. Notwithstanding the foregoing, any build-out date extension request for any Employment Center entitlements (EC Entitlements) and Town Center entitlements (TC Entitlements) as defined in the DO, including all those entitlements authorized for Parcels A and B as depicted on Exhibit H, shall be extended for five (5) additional years to November 2020, as qualifying limited exemptions under Section 402.7 of the LDC and the County shall not require revised traffic studies or additional transportation mitigation from the Office User or Developers for any such extension.

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

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

i. Zoning and Comprehensive Plan Issues: The Comprehensive Plan Future Land Use (FLU) Map classifications for the Project are RES-3 (Residential - 3 du/ga) and ROR (Retail/Office/Residential). The zoning classification for the Project is MPUD Master Planned Unit

Development. The MPUD Amendment for the Project is consistent with the land use designations for the Project established in the FLU Element of the Comprehensive Plan.

4. REQUIRED ROADWAY IMPROVEMENTS

a. Identification of Required Roadway Improvements: To fully mitigate the transportation impacts of Phase 1 and Phase 2 of the Project pursuant to the revised DO, and to meet concurrency for Phase 1 and Phase 2 of the Project, through the build-out date(s) of November 2015, the following Required Roadway Improvements shall be provided:

(1) Design, permit, construct, and provide rights-of-way , drainage, retention and mitigation areas (in accordance with the approved construction plans) for:

(a) Sunlake Boulevard as further described below.

(b) Certain S.R. 54 intersection improvements (in accordance with approved construction plans) as follows:

(i) S.R. 54 and Sunlake Boulevard (denoted on Exhibit B).

(ii) S.R. 54 and East Frontage Road (denoted on Exhibit B).

(2) Design, permit, and provide signalization at S.R. 54 and Sunlake Boulevard (subject to reimbursement from others as set forth below).

(3) Provide or acquire right-of-way where necessary for the Required Roadway Improvements.

b. Timing and Description of Required Roadway Improvements: The respective obligations of the County, Amprop, LLR LLC, and the Geracis for the Required Roadway Improvements are set forth below. Final 100 percent design approval and issuance of permits from all applicable review agencies for the S.R. 54/Sunlake Boulevard intersection and the Sunlake Boulevard segment(s) shall be obtained on or before October 30, 2009. The construction of the improvements specified in Section 4.a.(1)a, Sunlake Boulevard, and Section 4.a.(1)b(1), S.R. 54/Sunlake Boulevard intersection improvements, shall be commenced no later than June 30, 2010, and shall be completed no later than June 30, 2011; provided, however, that such completion date shall be deemed extended automatically to December 31, 2011, if it becomes necessary for the County to complete such work. The construction of the improvements specified in Section 4.a.(1)b(2), S.R. 54/East Frontage Road intersection, shall be made concurrent with construction by Amprop of the East Frontage Road, but in any event such intersection improvements shall be completed on or before November 30, 2015. The construction of the improvements specified in Section 4.a. (2), S.R.54/Sunlake Boulevard signalization, shall be completed within twelve (12) months after procurement of the Florida Department of Transportation (FDOT) warrant for such signalization, and procurement of all other permits and construction plan approvals for such signalization, or when Sunlake Boulevard is constructed (see above), whichever occurs first. For all purposes under this DA, the term(s) "Commence" or "Commencement" shall

mean the issuance of a Site Development Permit by the County for the Required Roadway Improvements, and the term(s) "Complete" or "Completed" shall mean the required roadway improvement has been accepted by the County for maintenance and is open to the traveling public, and the required Maintenance Guarantee has been provided by the Developers. With respect to the Required Roadway Improvements, the parties shall comply with the following:

(1) Sunlake Boulevard at S.R. 54 (Main Project Entrance). The Geracis previously provided to the FDOT all required rights-of-way for S.R. 54, and no additional right-of-way is required from others not a party hereto, for the Required Roadway Improvements. However, construction of the required intersection improvements for S.R. 54/Sunlake Boulevard may require certain additional rights-of-way, and requires certain drainage retention and/or mitigation areas within the DRI, as depicted on Exhibit C hereto, to accommodate all shoulders, striping, signalization, signage, medians, stormwater drainage facilities, floodplain mitigation, wetland mitigation, sidewalk, bike path, crosswalks or other roadway appurtenances, in accordance with the approved construction plans, to accommodate the following:

- (a) The westbound, dual left-turn lane (on S.R. 54).
- (b) The eastbound, right-turn lane (on S.R. 54).
- (c) Northbound, dual left-turn lanes and right-turn lane on Sunlake Boulevard.

Amprop agrees to coordinate the completion of the design, permitting, and construction of the said intersection improvements incident to the same responsibility for Sunlake Boulevard (see "Construction Entity" designation, below), as required by the County and/or FDOT, respectively. The County shall reimburse Amprop the full amount of any cash funds received by the County from the developers of the Bexley Ranch DRI, Sunlake Centre DRI, Lennar/Concord Station MPUD Master Planned Unit Development, or other third parties solely to the extent 1) such parties are presently obligated for all or part of this intersection and 2) Amprop has constructed the improvements for which such developers or other third parties are obligated. The County shall remit all such reimbursement funds promptly to Amprop, when they are collected by the County, up to the total amount of Amprop's actual reasonable costs for the intersection improvements, less any economic incentive reimbursements that have been provided to Amprop pursuant to Section 8 hereof. Any excess sums collected by the County from any such third parties shall be retained by the County. To the extent Amprop has previously been provided impact fee credits for the said improvements, any unused Amprop fee credits shall be reduced by the amount of such cash reimbursement. To the extent Amprop has used any previously provided impact fee credits for the said improvements, the County's required reimbursement pursuant to this paragraph shall be reduced by the credit amount previously used.

Amprop shall provide the deeds, easements, and other conveyance documents necessary to provide to the County the necessary rights-of-way, retention and/or mitigation areas required for the intersection improvements, as depicted on Exhibit C hereto, or as otherwise provided in the approved construction plans.

(2) S.R. 54 at East Frontage Road (Secondary Project Entrance at Oakstead). The FDOT has approved, at Station 275+00 (Metric), the access point and configuration for the Project's Easternmost project entrance, the East Frontage Road at S.R. 54, as depicted on Exhibit B hereto. Amprop agrees to coordinate the design, permitting, and construction of the intersection improvements at this location concurrent with its design, permitting, and construction for the related East Frontage Road, but in any event to construct the following intersections improvements for the south side of S.R. 54 on or before November 30, 2015 (to the extent not previously constructed by others), as follows:

- (a) The westbound, left-turn lane (on S.R. 54).
- (b) The eastbound, right-turn lane (on S.R. 54).
- (c) Northbound, left- and right-turn lanes on the East Frontage Road.
- (d) Modify signalization, or pay proportionate share for same, if

required at such time.

Amprop shall provide the deeds, easements, and other conveyance documents necessary to provide to the County the necessary rights-of-way, retention and/or mitigation areas required for the intersection improvements, as provided in the approved construction plans.

(3) Signalization of the S.R. 54 and Sunlake Boulevard Intersection. Amprop shall coordinate, as the Construction Entity (see below), the design, warrant study/approval, permitting and construction for the signalization on S.R. 54 at Sunlake Boulevard as part of the Sunlake Boulevard Pipeline Project (see below): As the Construction Entity, Amprop shall advance all sums necessary for the signalization improvement, subject to reimbursement from other projects/developers which have pre-existing third-party commitments to the County for portions of such cost. The County shall act in good faith and with due diligence to procure from LeDantec (n.k.a Concord Station) MPUD Master Planned Unit Development (the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00), and from Sunlake Center DRI, 50 percent of the balance of the said signalization cost, which are the contributions presently required from the said Projects to this signalization requirement. The County shall remit all such reimbursement funds promptly to Amprop, when they are collected by the County, up to the total amount of Amprop's actual reasonable costs for the signalization, less any economic incentive reimbursements that have been provided to Amprop pursuant to Section 8 hereof. Any excess sums collected by the County from these or other third parties shall be retained by the County. To the extent Amprop has previously been provided impact fee credits for the said signalization, any unused Amprop fee credits shall be reduced by the amount of such cash reimbursement. To

the extent Amprop has used any previously provided impact fee credits for the said signalization, the County's required reimbursement pursuant to this paragraph shall be reduced by the credit amount previously used.

(4) Sunlake Boulevard. As set forth in the revised DO, the design, permitting, and construction of Sunlake Boulevard from S.R. 54, south to the existing terminus of Sunlake Boulevard in Hillsborough County, is the designated DRI pipeline project approved to mitigate the transportation impacts for the specific approval of the DRI Phase 2 entitlements, to satisfy a negotiated concurrency extension for the Phase 1 entitlements, and to meet concurrency for the specific approval of the Phase 2 entitlements. For all purposes under this DA, the term "Sunlake Boulevard Pipeline Project" shall include 1) all required improvements to the Sunlake Boulevard/S.R. 54 intersection, 2) the signalization of the Sunlake Boulevard/S.R. 54 intersection, and 3) the Sunlake Boulevard roadway extension from S.R. 54 south, to the existing terminus of Sunlake Boulevard in Hillsborough County, including any and all rights-of-way, drainage, retention, wetland and/or floodplain mitigation, all turning movements, and other roadway appurtenances whatever, which are set forth in the roadway design and construction plans for all of the foregoing improvements. With respect to the roadway segment itself, the Sunlake Boulevard Pipeline Project includes design, permitting, and construction of four (4) lanes, divided, together with all thru-lanes, all turning movements, roadway drainage, retention, mitigation, and other appurtenances in accordance with the approved construction plans, from the S.R. 54/Sunlake Boulevard intersection, south to a taper point just north of the Pasco County-Hillsborough County boundary line, as depicted on Exhibit C, then tapering to two (2) lanes and continuing as two (2) lanes into Hillsborough County, to meet the terminus of the existing two (2) lane segment already constructed in Hillsborough County (also depicted on Exhibit C). The Sunlake Boulevard Pipeline Project does not include the Loop Road, East Frontage Road, Leonard Road Connector or S.R. 54 access intersections (all depicted on Exhibit B), other than the S.R. 54/Sunlake Boulevard intersection (see above).

5. SUNLAKE BOULEVARD PIPELINE PROJECT

The following specific terms and conditions shall apply to the Sunlake Boulevard Pipeline Project:

a. Designated Construction Entity. Amprop shall be the designated "Construction Entity" for all purposes under this DA and the revised DO, for coordinating and implementing the design, permitting, and construction of the Sunlake Boulevard Pipeline Project (the "Pipeline Project"). The said designation as the approved Construction Entity shall apply notwithstanding the actual financial responsibility of the various parties for various segments or other appurtenances included within the Pipeline Project, as set forth below. As the responsible Construction Entity, Amprop shall be designated as the "pipeline provider" in the revised DO and other applicable documentation, and shall be entitled to a 100-percent proportionate-share credit against its DRI proportionate-share obligation, as provided in the revised DO, for the specific approval of

the DRI Phase 2 entitlements, at the full FDOT-cost basis credit amount for the entire Sunlake Boulevard Pipeline Project (as set forth in Table 3 of the DO).

b. Sunlake Boulevard Right-of-Way. Pursuant to the Original DO and the existing DA, the Geracis are required to provide to the County, by deed of conveyance, 200 feet of right-of-way for Sunlake Boulevard, from S.R. 54 south to the Pasco County-Hillsborough County boundary line (the "Geraci R/W Deeds"). The Board of County Commissioners previously has approved (as provided in the existing DA), and the County has revised its Capital Improvement Plan (CIP) budget to accommodate, the cash compensation by the County to the Geracis for such right-of-way in excess of 120 feet, in the aggregate amount of Two Hundred Eight Thousand One Hundred Twenty-Six and 00/100 Dollars (\$208,126.00) (the "R/W Payment Amount"), as bargain sale (i.e., less than fair market value) consideration for such lands. The 120 feet of right-of-way is a required donation from the Owners, pursuant to the Original DO and the existing DA (the "R/W Donation"). Pursuant to third-party contractual arrangements between the Geracis and LLR LLC, the right-of-way deeds for Sunlake Boulevard previously were executed by the Geracis, and tendered into escrow, with a third-party escrow agent. However, the previous alignment of the right-of-way must be revised to accommodate connection to the actual alignment of Sunlake Boulevard at its terminus, in Hillsborough County. To facilitate the multiparty arrangement for the Sunlake Boulevard Pipeline Project as set forth herein, the Geracis and the County agree as follows:

(1) The legal description(s) required for the Geraci R/W Deeds shall be revised by King Engineering Associates, Inc. (the "Project Engineer") as necessary to conform to the present road construction plans for Sunlake Boulevard and to resolve the alignment issue with the existing terminus of Sunlake Boulevard in Hillsborough County.

(2) The Geraci R/W Deeds shall be re-executed by the Geracis, as their interests may appear, based upon the corrected right-of-way legal descriptions to be provided by the Project Engineer, and in form reasonably acceptable to the County Attorney's office to convey such right-of-way to the County.

(3) Concurrent with execution by the private parties to this DA, and provision of this DA to the County for the Board of County Commissioners public hearing and approval, the Geracis shall tender the fully executed Geraci R/W Deeds in escrow with Figurski & Harrill, P.A. (the "Escrow Agent").

(4) The Escrow Agent shall hold the Geraci R/W Deeds in escrow pending the Amprop Closing and Effective Date of this DA, at which time the Escrow Agent shall tender the Geraci R/W Deeds to the County, and the County shall disburse to a trust account designated by the Geracis the R/W Payment Amount, in consideration for the delivery of the Geraci R/W Deeds to the County. In the event the Effective Date does not occur (as set forth above), the Geraci R/W Deeds shall be retendered by the Escrow

Agent to the original escrow agent designated by the Geracis and LLR LLC in their third-party escrow agreement, without further instructions being required from any party hereto.

(5) Other than the cash disbursement by the County of the R/W Payment Amount to the Geracis, no party shall be entitled to any further cash payment, nor to any impact fee credits, for any amount related to the 200-foot right-of-way conveyance for Sunlake Boulevard.

c. Sunlake Boulevard Retention and Mitigation Areas. The parties acknowledge that the current construction plans for Sunlake Boulevard require drainage retention/detention, wetland mitigation, and/or floodplain compensation areas for the roadway permitting and construction (collectively "Retention/Mitigation Areas") which are located outside the 200-foot right-of-way area to be included in the Geraci R/W Deeds. A portion of the Retention/Mitigation Areas currently are owned by LLR LLC, and a portion are owned by the Geracis. The current Retention/Mitigation Areas required by the current construction plans are depicted on Exhibit C. With respect to the Retention/Mitigation Areas, the parties agree as follows:

(1) Prior to the consideration of this DA for approval by the Board of County Commissioners, the Project Engineer shall prepare legal descriptions and sketches sufficient for conveyance by deed or easement, as applicable, for each such Retention/Mitigation Area, in accordance with the current construction plans.

(2) For Retention/Mitigation Areas that are exclusively designated by the construction plans for roadway purposes, a deed of conveyance shall be prepared for such area(s), in favor of the County (the "Retention/Mitigation Areas Deed(s)").

(3) For Retention/Mitigation Areas that are designed to accommodate both roadway and development area drainage, wetland mitigation and/or floodplain compensation, a nonexclusive easement shall be prepared for such area(s), in favor of the County (the "Retention/Mitigation Areas Easement(s)").

(4) The form of deed and/or easement, as applicable, shall be approved by the County Attorney's office as sufficient for conveyance to the County, and shall reserve fill dirt excavation and use rights to the applicable fee title owner, pursuant to Section 5.c.(a), below.

(5) Not less than thirty (30) days prior to the Effective Date/Amprop Closing hereunder, the respective parties having legal title to all such Retention/Mitigation Areas, as their interests may appear, shall fully execute any and all Retention/Mitigation Areas Deed(s) and Retention/Mitigation Areas Easement(s), and shall tender such original documents, in form sufficient for recordation, to the Escrow Agent, pending the Effective Date/Amprop Closing hereunder.

(6) Concurrent with the Effective Date/Amprop Closing, and without any further instructions required from any party hereto, the Escrow Agent shall tender all Retention/Mitigation Areas Deed(s) and Retention/Mitigation Areas Easement(s) to the County, for recordation in favor of the County, as

bargain sale donations (whether by fee simple deeds or easements, as applicable) of such interests. In the event the Effective Date does not occur (as set forth above), the Retention/Mitigation Areas Deed(s) and Retention/Mitigation Areas Easement(s) shall be retendered by the Escrow Agent to the original escrow agent designated by the Geracis and LLR LLC in their third-party escrow agreement, without further instructions being required from any party hereto.

(7) No party shall receive any cash compensation, nor any impact fee credits, for the conveyance of the deed(s) or the easement(s) for any of the Retention/Mitigation Areas.

(8) In the event, whether prior to the Effective Date or thereafter, it is determined that the construction plans, or any revision thereof reasonably necessary to procure final plan approval, issuance of permits for, or construction of, the Sunlake Boulevard Pipeline Project, requires an adjustment to or for any Retention/Mitigation Areas, or any temporary construction or access easements related thereto, then the party having legal title to such land area shall cooperate, in good faith and without further compensation, to provide such easement area(s) as reasonably necessary to accommodate the Sunlake Boulevard Pipeline Project, without limitation.

(9) Any excess fill dirt available within the Retention/Mitigation Areas that is not reasonably necessary to balance the fill dirt requirements of adjacent private development areas, shall be made available to the Sunlake Boulevard Pipeline Project, in-ground/in-place, at no cost or exaction to the Construction Entity, except the cost of removal and transport to the Sunlake Boulevard Pipeline Project.

d. Financial Contributions, Requirements, and Procedures. With respect to the bidding, construction, and pay ment for the Sunlake Boulevard Pipeline Project, the parties agree as follows:

(1) Amprop shall be responsible for designing, permitting, and constructing, or shall cause others to construct, that portion of the Sunlake Boulevard Pipeline Project in Hillsborough County (two (2) lane segment), from the Pasco County-Hillsborough County boundary line, south to the existing terminus of the two (2) lane segment of Sunlake Boulevard in Hillsborough County (the "Hillsborough Segment"). Amprop shall receive a 100-percent DRI, proportionate-share credit for the FDOT-based cost amount for the design, permitting, and construction of such Hillsborough Segment; however, neither Amprop nor any other party shall receive any Pasco County impact fee credits for the cost of design, permitting, or construction of the Hillsborough Segment.

(2) Subject to reimbursement by others not a party to this DA (see Section 4.b., above), and by the County for any State funds procured (see Section 9, below), Amprop shall be responsible for the full cost of design, permitting, and construction of that portion of the Sunlake Boulevard Pipeline Project from S.R. 54 (including the intersection and signalization) south to the southern right-of-way line for the DRI Loop Road (the "Am prop Segment"), as depicted on Exhibit C.

(3) LLR LLC shall be responsible for the full cost of construction of that portion of the Sunlake Boulevard Pipeline Project from the southern right-of-way line for the DRI Loop Road south to the Pasco County-Hillsborough County boundary line (the "LLR LLC Segment"), as depicted on Exhibit C.

(4) Other than their obligation to provide the Geraci R/W Deeds for recordation in exchange for the R/W Payment Amount from the County, and delivery of any Retention/Mitigation Areas Deeds or Easements to areas owned by them, the Geracis shall have no financial responsibility whatever for any portion of the Sunlake Boulevard Pipeline Project.

(5) Other than its obligation to pay the Geracis the R/W Payment Amount for the Geraci R/W Deeds, and its obligation to provide impact fee credits (but only to the extent expressly provided for hereunder), the County shall have no financial responsibility whatever for any portion of the Sunlake Boulevard Pipeline Project.

(6) Notwithstanding the financial responsibility for payment for the parties' respective segments of the Sunlake Boulevard Pipeline Project, Amprop shall be the Construction Entity, and shall let the contract(s) for, and shall oversee, supervise and direct the construction of, the entire Sunlake Boulevard Pipeline Project. To facilitate the allocation of the respective financial responsibilities hereunder to Amprop and LLR LLC, the parties agree to the following bid procedures for the Sunlake Boulevard Pipeline Project: the bidding process for the Sunlake Boulevard Pipeline Project shall include sufficient alternate bids and/or segment component bids to separately identify the bid amount for (x) the Amprop Segment, (y) the LLR LLC Segment, and (z) the Hillsborough Segment.

(7) At least thirty (30) days prior to the Effective Date/Amprop Closing, LLR LLC shall assign (nonexclusively) to Amprop, as the Construction Entity, and to the County, as beneficiary, any and all applications, designs, plans, permits, approvals, and other documents related to the design, permitting, and/or construction of the Sunlake Boulevard Pipeline Project, for no payment or exaction for such assignment.

(8) At least sixty (60) days prior to the Effective Date/Amprop Closing, the Project Engineer shall prepare construction cost estimates for the Amprop Segment and the LLR LLC Segment, based upon current, good faith estimates of reasonable cost of construction for the Sunlake Boulevard Pipeline Project, and shall provide the said cost estimates to all parties hereto. Not later than the Amprop Closing, both Amprop and LLR LLC shall tender to the County Assurance of Completion of Improvement (the "Payment Assurance") in the amount of 125 percent times the Project Engineer's cost estimate for the Amprop Segment and the LLR LLC Segment, respectively, in the form of an irrevocable standby letter of credit, payment bond, or other surety or financial guaranty acceptable in form and substance to the County Attorney's office and the other party (i.e., Amprop approval of LLR LLC form of Payment Assurance, and LLR LLC approval of Amprop form of Payment Assurance). The Amprop Payment Assurance

document shall be in favor of the County, but shall designate LLR LLC and the Office User as additional beneficiaries thereof; similarly, the LLR LLC Payment Assurance document shall be in favor of the County, but shall designate Amprop and the Office User as additional beneficiaries thereof. In any event, the Payment Assurance document(s) must be drawable upon demand upon an acceptable issuer/surety having a local office in Tampa Bay, Florida, or by facsimile if no local office is available, and must provide for the funding of payment draws when due under the construction contract(s) for the Sunlake Boulevard Pipeline Project, without limitation. Amprop and LLR LLC, respectively, shall have the right to reduce the amount(s) of their Payment Assurances, from time-to-time, as costs are paid for their respective segments of the Sunlake Boulevard Pipeline Project, and, as to the Amprop Segment, by the amount of any third party sums received pursuant to Section 4.b., above, or Section 9, below. The parties hereto acknowledge that Amprop and LLR LLC have entered into a private agreement to provide for LLR LLC to reimburse Amprop for the costs of the LLR LLC Segment as required to be paid by LLR LLC pursuant to Section 5.b.(5)d.(3) hereof. Consequently, the County acknowledges that Amprop and LLR LLC, respectively, will be entitled to draw upon the Payment Assurance of the other party (after thirty (30) days' prior written notice to the County of such intent) if the drawing party is entitled to reimbursement relative to the Amprop Segment or the LLR LLC Segment, respectively, pursuant to such private agreement. The foregoing rights of Amprop and LLR LLC, respectively, shall not diminish the right of the County to draw upon any Payment Assurance in the event of a default by the respective Developer(s) under this Agreement in accordance with the terms of Section 14.b, provided that the County utilizes any funds realized under any Payment Assurance for construction of the applicable portion of the Sunlake Boulevard Pipeline Project.

(9) With respect to both the Sunlake Boulevard Pipeline Project and the "Parcel A Driveway" (defined below), Amprop shall follow the County's "Guidelines For Developer Pipeline Projects in Pasco County," unless otherwise approved by the County Administrator. In addition, the Sunlake Boulevard Pipeline Project bid selection and contract award shall be mutually approved by the County, Amprop, and LLR LLC.

(10) Actual and reasonable design and permitting expenses previously incurred and paid by the Developer(s), respectively, related to the Sunlake Boulevard Pipeline Project, which otherwise qualify for impact fee credits under the terms of this DA, shall be allowable notwithstanding the fact that they predate the Effective Date hereof.

(11) All change orders to all contracts entered into by Amprop for the Pipeline Project, or the Parcel A Driveway (defined below), shall require approval of the County Administrator, or his designee, and LLR LLC as to the LLR LLC Segment of the Sunlake Boulevard Pipeline Project only (provided that LLR LLC's approval shall not be unreasonably withheld, delayed or conditioned).

6. IMPACT FEE CREDITS. The County agrees that transportation impact fee credits shall be provided to LLR LLC, with respect to the actual, reasonable cost of construction paid by LLR LLC, for the addition of lanes three (3) and four (4), only, to the LLR LLC Segment (the "LLR Fee Credit Amount"). The LLR Fee Credit Amount shall be 40 percent of the actual reasonable amount spent by LLR LLC for the four (4) lane LLR LLC Segment.

As the Construction Entity, the County agrees that Amprop shall receive 100 percent impact fee credits for all sums actually and reasonably expended by it for design, permitting, and construction (but not any sums expended by others, nor any sums reimbursed by the County or others to Amprop) on the Sunlake Boulevard Pipeline Project, excluding only the construction costs for the Hillsborough Segment. In exchange, Amprop agrees that it shall be responsible for, and shall pay, any amounts necessary to complete the Sunlake Boulevard Pipeline Project that are not required to be paid by LLR LLC, or others. The County acknowledges and agrees that the S.R. 54/Sunlake Boulevard intersection, including signalization, is included within the Sunlake Boulevard Pipeline Project that is impact fee creditable to Amprop hereunder. Conversely, Amprop acknowledges that the S.R. 54/East Frontage Road intersection is not part of the Sunlake Boulevard Pipeline Project, and is not impact fee creditable hereunder. For all purposes under this DA, the determination of whether an expense is an "actual reasonable" expense eligible for reimbursement or impact fee credit shall be made by the County Administrator or his designee consistent with the County's Transportation Impact Fee (TIF) Ordinance and this DA.

The County agrees to amend its CIP budget as required to provide for the TIF credits due to Amprop and LLR LLC under this DA, and to insure compliance with the TIF Ordinance, consistent with their reasonably projected project absorption rates, as determined by the County Administrator or his designee. To facilitate the budget process, each Developer (Amprop and LLR LLC, respectively) shall provide to the County Administrator or his designee, on or before June 1 of each year, commencing June 1, 2009, a good faith projection of the schedule for production of building units (residential dwellings, retail, or office square footage, etc.) for the ensuing three (3) County Fiscal Years (October 1 through September 30). In conjunction with the preparation of the County's annual CIP budget, the County Administrator, or his designee, shall communicate to each Developer by October 1 of each year, the anticipated product absorption quantities that have been included in the Three (3) Year CIP. Once the Developers have utilized all impact fee credits, this reporting requirement shall terminate.

The TIF credits due to the Developers under this DA shall be assignable within the DRI Project, without limitation, or outside the DRI Project but within the same TIF Zone (Zone 2) once the DRI Project is built-out, or to preferred Employment Center uses (as set forth in the Land Development Code, Section 522.8.D.1) outside the DRI before the DRI Project is built-out, provided such transfer quantity is reported to the County as part of the CIP budget process, above. The amount of each credit utilized by the

Developers shall be determined at the time of application for the Building Permit, based upon the County's adopted impact fee schedule in effect at that time. In the event either Developer (or others) seek Building Permit(s) and thereby pay TIFs to the County within the Long Lake Ranch DRI prior to the establishment of the Developer's respective impact fee credit account under this DA, then the County agrees to track such impact fee receipts from within the Project, pending establishment of the respective impact fee credit accounts, so that reimbursement from such Project receipts can be made when the credit accounts are established. Amprop and LLR LLC agree to identify all TIF payments as being for benefit of Amprop or LLR LLC. In addition, Amprop and LLR LLC, respectively, shall submit impact fee credit and reimbursement requests only for the specific segment to which it is entitled to such credit or reimbursement under this DA, and shall specifically identify the said segment and the applicable DA provision, in such request. If either Amprop or LLR LLC fail to properly identify an impact fee payment, reimbursement, or credit request in accordance with this paragraph, the County shall assume that the payment, reimbursement, or credit is for the benefit of the owner of Parcel A or the DRI, and issue the reimbursement or credit to the owner of Parcel A.

7. S.R. 54 ACCESS LOCATIONS, SITE RELATED ROADWAYS. On June 25, 2008, the FDOT's Median Review Committee approved the relocation of certain access points for the Long Lake Ranch DRI, as reflected on Exhibit C hereto, the revised DRI Map H, and the revised MPUD Master Planned Unit Development Plan approved concurrent with this DA. In addition to the approved locations for the S.R. 54 access points, the following intersection configurations are approved by the FDOT and required by this DA:

FDOT-Approved S.R. 54 Median Openings
From West to East

| Access | Type | Metric | English |
|-------------------|-------------|--------|---------|
| Ballantrae | Full | 241+60 | 782+74 |
| Fire Station | Directional | 248+37 | 814+86 |
| Parcel A | Full | 253+87 | 832+90 |
| Sunlake Boulevard | Full | 261+00 | 856+30 |
| Mentmore | Directional | 265+60 | 871+40 |
| Loop Road | Directional | 270+98 | 889+06 |
| Oakstead | Full | 275+00 | 902+22 |

Amprop shall construct the S.R. 54 access points in conjunction with the site development for the ROR (Retail/Office/Residential) land use area, as and when needed to meet Project access requirements (except the Sunlake Boulevard/S.R. 54 intersection, which is part of the required Sunlake Boulevard Pipeline Project). Nothing herein shall be construed to prohibit any other right-turn only access driveways, where approved by the FDOT and the County's access management review process, for access onto S.R. 54.

In addition, Amprop acknowledges that the Loop Road, the East Frontage Road, and the Leonard Road Connector (as conceptually depicted on Exhibit B) are internal, site related improvements, which are not entitled to impact fee credits. Amprop shall construct, or shall cause others to construct, the said internal roadways, when and as required to provide access to individual development parcels with Parcel C (as depicted on Exhibit B), as development occurs. The said obligation is to construct the said roadways within the Project boundary, only, and not outside the said Project boundary.

8. ACCESS DRIVE TO PARCEL A. The Office User for Parcel A requires an access driveway (with extension of utilities) from Sunlake Boulevard westward, along the southern boundary of Parcel B, to Parcel A, as generally depicted on Exhibit B hereto (the roadway and utilities, collectively, are the "Parcel A Driveway"). In conjunction with its economic incentive package for the Office User, the County shall cause the said Parcel A Driveway to be designed and permitted, and shall fund construction of (or procure State grant funds for) the Parcel A Driveway. However, Amprop agrees to act as the Construction Entity for the Parcel A Driveway, on behalf of the County, and to cause the Parcel A Driveway to be constructed prior to the issuance of a Certificate of Occupancy for the first building on Parcel A. The County shall provide the funding to Amprop or its Designee for the Parcel A Driveway concurrent with the design, permitting, and construction process.

9. ECONOMIC INCENTIVE FUNDS. Nothing in this DA shall be construed to limit or prohibit the County, nor any qualified end-user within the Project, from seeking or obtaining State grant funds or other economic incentive funds or reimbursement for qualified projects within the Long Lake Ranch DRI. In the event the County procures such funds or reimbursement related to the Sunlake Boulevard intersection (including signalization), S.R. 54 improvements, any Sunlake Boulevard segment, Parcel A Driveway access, and/or any utilities or other infrastructure related to the proposed Parcel A development project (which funding the County agrees to use its best, good faith efforts to procure), then the County agrees to provide such funds as a contribution toward the Amprop Segment of the Sunlake Boulevard Pipeline Project; provided, however, that any such economic incentive funds provided by or through the County shall not be subject to any impact fee credits in favor of Amprop (nor any other party), nor shall the County make any duplicative reimbursement for the same work item. Finally, Amprop acknowledges and agrees that the Parcel A Office User may receive, as part of an economic incentive package, reimbursement of TIFs from the General Fund, or from other sources, to the appropriate Pasco County impact fee fund for the buildings to be constructed on Parcel A. In such event, Amprop understands and agrees that it will not be able to sell, assign, or transfer any of its impact fee credits from the Sunlake Boulevard Pipeline Project, to such Parcel A user; however, all Parcels B and C users (see Exhibit B) shall be required to purchase impact fee credits from Amprop, at par (based upon the then-existing County impact fee schedules) until such time as Amprop's impact fee credits have been exhausted.

10. TECHNICAL CRITERIA AND PROCEDURES

a. Design and Permitting: Amprop shall design and permit the Required Roadway Improvements in accordance with the terms of this DA. The Required Roadway Improvements shall be designed consistent with the design criteria of the FDOT and/or the County, as applicable. If required by the FDOT, those Required Roadway Improvements affecting S.R. 54, including, but not limited to, 1) the Sunlake Boulevard/S.R. 54 intersection improvements and signalization; 2) the intersection improvements at S.R. 54/East Frontage Road; and 3) any other improvement within the S.R. 54 right-of-way that may be required at the time of preliminary plan/preliminary site plan approval (collectively referred to as the "S.R. 54-Related Required Roadway Improvements"), shall be in accordance with any existing or re-evaluated Project Development and Environment Study (PD&E) for S.R. 54 and/or a State Environmental Impact Report. The construction contractors used by Amprop to complete construction of any roadway or intersection improvements for S.R. 54-Related Required Roadway Improvements shall be satisfactory to the FDOT.

b. Technical Requirements: All design, permitting, and construction for the Required Roadway Improvements shall be in accordance with the standards promulgated by the FDOT in accordance with Section 336.045, F.S., and/or the County, as applicable, and construction plans shall comply with the FDOT's Plans Preparation Manual or County standards as appropriate, and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate the location(s) of drainage inlets and roadway facilities. Except as otherwise provided in this DA, any Required Roadway Improvement related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plans.

c. Pavement Structure Requirements: Sunlake Boulevard within Pasco County shall require the following pavement structure requirements:

(1) A minimum pavement structural number of 4.08 with a minimum of three (3) inches of Type S asphaltic concrete surface course.

(2) A minimum vertical separation between the bottom of the base to the design seasonal high water table of two (2) feet where a limerock base is provided. Where soil cement, Asphalt Base Course (ABC) - 3 asphaltic concrete, or crushed concrete base material is used, the minimum separation between the bottom of the base to the design seasonal high water table shall be no less than one (1) foot.

(3) A one (1) inch friction course shall be provided.

(4) If soil cement is utilized, the stabilized subgrade shall be twelve (12) inch Limerock Bearing Ratio (LBR) - 20 (layer coefficient 0.04)

d. Roadway Drainage Facilities: Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or

developments along the route of the Required Roadway Improvements shall be owned, operated, and maintained by the FDOT or the County as applicable, subsequent to the expiration of the three (3) year Maintenance Guarantee period as set forth herein. The Developer may, however, request of the County that the Developer, Community Development District (CDD), or other legal entity as may be approved by the County, be allowed to maintain these facilities for the County roadways. If such request is granted, the Developer or CDD, as applicable, shall provide appropriate easements to the County so that the County has the ability to maintain the facilities in the event the Developer or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Required Roadway Improvements drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Required Roadway Improvements, all such drainage facilities shall remain owned by the underlying land owner, including the Developer where applicable, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner (or CDD or other similar legal entity as may be approved by the County). The underlying landowner (or CDD or other similar legal entity as may be approved by the County) shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the County. Appropriate easements to the FDOT or the County, as applicable, shall be provided on all lands owned by the Developer and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the Required Roadway Improvements, including those facilities that are commingled or combined, so the FDOT or County has the ability to maintain the facilities associated with the Required Roadway Improvements in the event the Developer or other respective underlying land owners default on its (their) obligation to maintain the facilities. The County shall cooperate with the efforts of the Developer and/or the Parcel B landowner to obtain the FDOT's approval for such landowner to retain ownership of any drainage facilities located within Parcel B, together with the right of such landowner to aesthetically improve and maintain such drainage facilities, provided that an easement is granted to the FDOT in accordance with the other terms of this paragraph. Commingling or combining of drainage facilities for the S.R. 54-related Required Roadway Improvements shall not be allowed unless specifically approved in writing by the FDOT.

e. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Required Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the FDOT or County, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and floodplain mitigation areas related to the Required Roadway Improvements are commingled/combined with wetland and floodplain mitigation areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall

be permitted, owned, operated, and maintained by the underlying land owner, including the Developer or CDD, where applicable. Appropriate easements shall be provided to the FDOT or County, as applicable, for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the Developer and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including those areas that are commingled or combined, so the FDOT or County, as applicable, has the ability to maintain the facilities in the event the Developer or other underlying land owner defaults on its (their) obligations to maintain the facilities. Commingling or combining of wetland and/or floodplain mitigation areas for the S.R. 54-related Roadway Improvements shall not be allowed unless specifically approved in writing by the FDOT.

f. County/FDOT Review and Approval of Design: The Developer shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans to the FDOT or the County, as applicable, for review and approval unless the FDOT or County agrees in writing to or have adopted an alternative submittal schedule. The Developer shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from the FDOT or County, as applicable, prior to commencement of any bidding of the Required Roadway Improvements. Any reviews and approvals by the County shall be completed by the County within thirty (30) days of submission by the Developer of complete and correct documents to the County. The County shall make a completeness review and notify the Developer within five (5) business days of receipt of the submission by Developer if not complete and correct. The Developer shall provide at the time of 100 percent design and right-of-way plan submission for the Required Roadway Improvements (or sooner if required by other sections of this DA) an estimate of the cost of constructing the Required Roadway Improvements, including inspection costs which shall be certified by an engineer duly registered in the State of Florida and approved by the County (hereinafter Cost Estimate). All plans, once accepted and approved for construction by the FDOT or County as applicable, shall become the property of the FDOT or County.

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

h. County Cooperation: The County shall, cooperate with Amprop in processing permit applications, and Amprop agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the Required Roadway Improvements.

i. County and FDOT Review: The Developer agrees and recognizes that the County and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the Developer or engineers/contractors selected by the Developer, in which the County or FDOT

participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any submissions or acts of the Developer or engineers/contractors selected by the Developer, the County and FDOT in no way assume or share any of the responsibility or liability of the Developer or its consultants, contractors, or registered professionals (architects and/or engineers) under this DA. All work covered under this DA shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The County and FDOT will review the submittals, although detailed checking will not necessarily be done. The Developer remains solely responsible for the work and is not relieved of that responsibility by review comments.

j. Utilities Relocation: Amprop shall coordinate the relocation of any utilities infrastructure in conflict with the Required Roadway Improvements, provided, however, that the County has previously approved certain Project utilities already located within the Sunlake Boulevard right-of-way. Relocation of any other utilities infrastructure which is in conflict with the Required Roadway Improvements shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. The County agrees, upon request of Amprop, to cooperate with the Developer in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner. However, under no circumstances shall the County incur any expenses, or issue any credit or reimbursement, for the relocation of such utilities.

k. Additional Right-of-Way Acquisition: While it is not anticipated that additional right-of-way will be required for the Required Roadway Improvements, if necessary, efforts will be made by the County and Developer to have the FDOT enter into a Joint Participation Agreement, Letter of Understanding, or otherwise provide a means for the County or FDOT to act as a condemning authority with regard to any additional right-of-way required for the S.R. 54-Related Required Improvements. The Developer shall have the authority to attempt to privately acquire necessary right-of-way or to participate to the extent permitted by the FDOT in regard to the actions required prior to condemnation. To the extent the County has condemning authority, County staff involvement for any Required Roadway Improvement eminent domain proceeding shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by the Developer for the Resolution of Necessity, the County's preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. The Developer, not later than the time when sixty (60) percent design plans are submitted, shall identify all real estate parcels required for the Required Roadway Improvements and identify the appropriate interests in real estate for right-of-way acquisition and furnish the same to the County. The County, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If the County disapproves the submittal, it shall provide

comments to the Developer explaining the reasons for the disapproval. Right-of-way maps shall be prepared in accordance with the requirements of the County's and State of Florida's Minimum Technical Standards. Upon County approval of the submittal, the Developer shall select an attorney acceptable to the County to represent the County in the acquisition of right-of-way. Thereafter, the Developer, in conjunction with the mutually agreeable attorney, shall proceed to acquire for the County, and in the County's name, the right-of-way pursuant to applicable law. The County, its elected officials, employees, and representatives shall not be liable under any circumstances to the Developer, its employees, contractors, material suppliers, agents, representatives, or customers for any delay occasioned by the inability to obtain the right-of-way. The Developer shall submit quarterly Project status reports that document the actions and progress of right-of-way acquisitions to the County Engineer or his designee.

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

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

n. County and FDOT Observation: The County's and FDOT's personnel and authorized representatives, as applicable, reserve the right to inspect, observe, and materials-test any and all work associated with the Required Roadway Improvements and shall at all times have access to the work being performed pursuant to this DA for the County's and FDOT's observation. However, should the County or FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the County or FDOT, as applicable, shall notify the Developer and its representative in writing; and the Developer shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the County or FDOT to observe or inspect the work of the Required Roadway Improvements. The Developer shall be solely responsible for ensuring that the Required Roadway Improvements are constructed in accordance with the plans, specifications, and required standards. Observations by the County or FDOT or their inspectors

that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the Developer's requirements herein.

o. Right-of-Way: Prior to the FDOT's or County's acceptance of any of the Required Roadway Improvements, as applicable, the Developer shall meet the applicable requirements of the FDOT and/or the County and cause all rights-of-way, including rights-of-way for drainage facilities and wetland and floodplain mitigation, as appropriate, to be conveyed to the FDOT or County in fee simple or easement, free of financial encumbrances or other encumbrances which restrict its use for road purposes.

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

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

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

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

(4) Be responsible for full and complete performance of all construction activities required pursuant to this DA. The Developer shall be responsible for the care and protection of any materials provided or work performed for the Required Roadway Improvements until the improvements are completed and accepted by the FDOT or County, as applicable, which acceptance shall not be unreasonably withheld.

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

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

(7) Provide to the FDOT and County copies of all design drawings, as-built drawings, and permits received for the Required Roadway Improvements, and such information shall become

the property of the FDOT and County upon submission. All plans submitted to the County shall include reproducible Mylars™ and electronic files compatible with *AutoCADD*. All plans submitted to the FDOT shall include reproducible Mylars™ and electronic files compatible with *MicroStation* and *GeoPack*.

(8) Provide to the County, on a quarterly basis, copies of the inspection reports submitted to the FDOT.

q. Master Roadway Phasing Plan: Promptly after approval of this DA, the Developers shall initiate and the County shall process expeditiously an amendment to the existing, approved Master Roadway Phasing Plan ("MRPP") to strictly conform (without any deviation) the said MRPP to this DA (with respect to the Required Roadway Improvements and the phasing thereof). The said revised MRPP shall be approved by the DRC in conformance to the specific requirements of this DA, without addition, deletion, or other deviation.

11. TRANSPORTATION IMPACT FEES

a. Transportation Impact Fees: Except as provided below, the Developers and the Project shall be assessed TIFs in accordance with the County's adopted TIF Ordinance as amended and this DA.

b. Office User Impact Fees: The County agrees to pay certain impact fees and connection fees on behalf of the Office User so that neither the Office User nor the Developer(s) of the Long Lake Ranch DRI will be required to pay any impact fees or connection fees for the 450,000 square feet of the office entitlements to be located on Parcel A as depicted on Exhibit B. This benefit would extend to any obligation to pay impact fees or connection fees for transportation, fire, combat and rescue, water or sewer impacts or services on any portion of the office/corporate campus within Parcel A. The County further agrees that the development entitlements requested by the Office User are not subject to school, park or library impact fees. In addition, should the County adopt some form of per "trip fee" or "mobility fee" in the future designed to offset the transportation impacts of the development project, the County agrees that 450,000 square feet of office within the office/corporate campus shall not be subject to those fees. The County also agrees to waive any and all plan review fees, Building Permit fees, and inspection fees which may be attributable to the campus or the 450,000 square feet of office entitlements within Parcel A.

12. PERFORMANCE GUARANTEES BY DEVELOPERS

a. General: Failure to post, revise, update, and keep effective the required Payment Assurance(s) shall be considered a default of this DA, entitling the County to suspend any impact fee credits or reimbursements due hereunder and/or stop the issuance of Building Permits and other development approval for such defaulting Developer, except as set forth in 12.d., below. Any issuer of Payment Assurance must have and maintain:

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

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

b. Downgrade Provision: In the event the issuer does not maintain the average financial condition in Paragraph 7.a(1) above or is downgraded below the minimum in Paragraph 7.a(2) above, the issuer must notify the County and the applicable Developer within five (5) days, and the applicable Developer must provide a substitute Payment Assurance in substantially the same form and containing the same terms as the original from a bank or financial institution with the minimum ratings set forth above within fifteen (15) days of such downgrade event or the County will draw on the original Payment Assurance.

(1) The Payment Assurance must provide for draws to be made on a bank or financial institution located in West Central Florida, or by facsimile if no local office is available.

(2) The Payment Assurance shall be returned to the Developer upon fulfillment of the obligation guaranteed by such Payment Assurance. In addition, a Developer may provide a substitute or replacement Payment Assurance at any time hereunder, provided such substitute document meets the requirements hereof.

(3) Maintenance Guarantee: Upon completion of the Required Roadway Improvements and final acceptance by the County and/or FDOT, the Developer and its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of three (3) years after final acceptance, and, if any part of the construction should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the County and/or FDOT. The Performance Guarantees for the Required Roadway Improvements if applicable may cover this guarantee if they remain in place for a period of three (3) years after final acceptance in an amount equal to fifteen (15) percent of the applicable construction contract amount, or the Developer or its contractor may post separate Maintenance Bonds acceptable to the County to guarantee maintenance in accordance with this paragraph. This remedy for correction is a contractual obligation that is a cumulative, not exclusive. Upon completion of construction of the improvements and final inspection by the County and/or FDOT as being constructed in accordance with all appropriate contract

documents and permit requirements, etc., and upon the expiration of the required three (3) years Maintenance Guarantee, the County and/or FDOT shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined.

(4) Office User Exception: Notwithstanding Section 12.a, above, nor any other provision of this DA, the default by any Developer(s) hereunder shall not affect, impair, or otherwise abrogate 1) any entitlements allocated to Parcels A or B under the DO or the MPUD Amendment; 2) the right to Building Permits for Parcels A and B pursuant to the LDC procedural requirements; nor 3) any County commitment to the Office User.

13. INDEMNIFICATION AND INSURANCE

a. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the applicable Developer shall indemnify, defend, and hold harmless the County and FDOT and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the County or FDOT may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the applicable Developer resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by such Developer during the performance of this DA, any work under this DA, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the Developer's negligent maintenance of the property over which the Developer has control; or by reason of a judgment over and above the limits provided by the insurance required under this DA; or by any defect in the condition or construction of the Required Roadway Improvements, except that the Developer will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the County or FDOT or any of their agents or employees, unless such County or FDOT negligence arises from the County or FDOT review of plans referenced in this DA. The applicable Developer's obligation to indemnify, defend, hold harmless as described hereinabove, shall arise within seven (7) days of receipt by such 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 this DA. 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, adjudicated judgment finding the County or FDOT solely negligent shall excuse performance of this provision by the Developer. If a judgment finding the County or FDOT solely negligent is appealed and the finding of sole negligence is reversed, the Developer shall be obligated to indemnify the County or FDOT for the cost of the appeal(s). The Developer shall pay all costs and fees related to this obligation and its enforcement by the County or FDOT. Amprop shall also include for the

Required Roadway Improvements this indemnity provision, replacing the word Developer with the name of the contractor(s).

b. Insurance:

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

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

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

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

(d) The Developer shall require that all insurance coverage provided by the engineers and/or general contractor be primary to any insurance or self-insurance program of the

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

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

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

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

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

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

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

(a) Workers' Compensation and Employer's Liability Insurance: The Developer shall require that coverage be maintained by the engineers and/or contractor for all employees

engaged in the work in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

- (i) Workers' Compensation: Florida statutory requirements.
- (ii) Employer's Liability: One Million and 00/100 Dollars

(\$1,000,000.00) each accident.

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

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

- (i) General Aggregate: Two Million and 00/100 Dollars

(\$2,000,000.00).

- (ii) Products, Completed Operations Aggregate: Two Million

and 00/100 Dollars (\$2,000,000.00).

- (iii) Bodily Injury Including Death (Each Person): One Million

and 00/100 Dollars (\$1,000,000.00).

- (iv) Bodily Injury, Including Death (Each Occurrence): Two

Million and 00/100 Dollars (\$2,000,000.00).

- (v) Property Damage (Each Occurrence): One Million and

00/100 Dollars (\$1,000,000.00).

- (vi) Personal and Advertising Injury (Each Occurrence): Five

Hundred Thousand and 00/100 Dollars (\$500,000.00).

- (vii) Fire Damage (Any One [1] Fire): Five Hundred Thousand

and 00/100 Dollars (\$500,000.00).

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

- (i) Bodily Injury and Personal Injury Including Death: One

Million and 00/100 Dollars (\$1,000,000.00) combined, single limit.

- (ii) Property Damage: One Million and 00/100 Dollars

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

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

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

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

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

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

14. GENERAL PROVISIONS

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

b. Default: If the Developer fails to meet any of the time frames set forth herein for the Required Roadway Improvements, unless extended pursuant to this DA, then it shall be considered a default of this DA entitling the County to make a claim and collect on the portion of the Payment Assurance applicable to such default (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the County's rights to enforce the balance of the guarantees, if required), or exercise any other default remedies allowed by law. The County acknowledges and agrees that

the County shall claim and collect on the Amprop Payment Assurance only for those costs which are the responsibility of Amprop hereunder, and on the LLR LLC Payment Assurance only for those costs which are the responsibility of LLR LLC hereunder. No such default shall impair the rights of the Office User, as set forth in Section 12.d, above.

c. Time Extensions:

(1) In the event the County requires additional time beyond that allocated herein to act upon a submission by the Developer of complete and correct documents for review and/or approval, there shall be an automatic extension of the time periods set forth in this DA for the Required Roadway Improvements for the documented number of days which it takes the County beyond the days allowed for the County's review and/or approval.

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

d. Termination: The County may terminate this DA upon the Developer's failure to comply with the terms and conditions of this DA. The County shall provide the Developer with a written Notice of Termination, stating the County's intent to terminate and describing those terms and conditions with which the Developer has failed to comply. If the Developer has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the County may terminate this DA immediately without further notice, and the Developer shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to County under Florida law, but it is in addition thereto. Notwithstanding the foregoing, any such termination of this DA shall not divest Parcels A or B of their approved DRI entitlements, or impair the procurement of Building Permits for Parcels A or B in accordance with standard LDC procedures; nor abrogate any County commitment made to the Office User.

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

(1) The Developer shall cause all provisions of this DA to be included by reference and made a part of any contract for the Required Roadway Improvements.

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

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

g. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: Amprop General Investments, LLC, 12950 Racetrack Road, Suite 201, Tampa, Florida 33626; and Long Lake Ranch, LLC, Attention Ed Suchora, Beazer Homes/Tampa Division, 9432 Camden Field Parkway, Riverview, Florida 33578, and Mark J. Spada, M/I Homes of Tampa, LLC, 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida 33634; with a copy to Joel R. Tew, Esquire, Tew & Associates, 7747 Mitchell Boulevard, Suite C, New Port Richey, Florida 34655, with a copy to Pasco County, c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, 7530 Little Road, Suite 320, New Port Richey, Florida 34654, with a copy to David A. Goldstein, Senior Assistant County Attorney, West Pasco Government Center, 7530 Little Road, Suite 340, New Port Richey, Florida 34654, with a copy to Ben Harrill, Esquire, 2550 Permit Place, New Port Richey, Florida 34655-4516; with a copy to Donna Feldman, Esquire, 19321-C U.S. 19 North, Suite 103, Clearwater, Florida 33764; with a copy to Clayton Bricklemeyer, Esquire, 500 E. Kennedy Boulevard, Suite 200, Tampa, Florida 33602; and with a copy to Mark A. Linsky, Esquire, Linsky & Linsky, 503 W. Platt Street, Tampa, Florida 33606. These addresses may be changed by giving notice as provided for in this paragraph.

h. Entire Agreement: This DA embodies and constitutes the entire understanding and agreement between the parties with respect to the specific matters set forth herein, and this DA supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written (except for agreements between/among the private Developers and/or the Owners, and between the County and the Office User, which shall not be affected hereby); provided, however, that nothing shall relieve the Developers of any development approval requirements or conditions previously imposed or authorized to be imposed under the County's LDC or Comprehensive Plan for future permits required by the Developers.

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

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

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

l. 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.

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

n. Severability: In case any one (1) or more of the provisions contained in this DA 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 DA 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 DA or the failure of consideration.

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

p. Cancellation: This DA may be canceled by mutual consent of all of the parties to the DA; provided, however, that any such termination shall not divest Parcels A or B of their approved DRI entitlements, nor impair the right to Building Permits for Parcels A and B pursuant to normal LDC provisions, nor abrogate any County commitments to the Office User.

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

r. Strict Compliance with Laws: The Developer agrees that acts to be performed by it in connection with this DA shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.

s. Nondiscrimination: The Developers will not discriminate against any employee employed in the performance of this DA or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The Developer shall insert a similar provision in all contracts for the Required Roadway Improvements.

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

u. Right-of-Way Use Permit: The Developer shall obtain an appropriate Right-of-Way Use Permits from the County.

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

w. Successors and Assigns: The terms of this DA shall run with the land and be binding upon the Developers and Owners and their respective successors and assigns. Any Developer(s) or Owner(s) may assign this DA and all or a portion of its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. The County, at its option, may assume any of the rights and obligations of the FDOT set forth in this DA.

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

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

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



JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Jack Harman
CHAIRMAN
APPROVED

Date: NOV 25 2008

WITNESSES:

LONG LAKE RANCH LLC
a Florida limited liability company
By: _____

BY: _____

Print

Its _____
Title

STATE OF FLORIDA
COUNTY _____

The foregoing instrument was acknowledged before me this _____
(date), by _____
_____, as _____ of _____, as Member
of Long Lake Ranch, LLC (name of person acknowledging), who is personally known to me or who has
produced _____

(type of identification) as identification.

Seal: _____
NOTARY

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

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



Paula A. O'Neil

JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Jack Harwood
CHAIRMAN
APPROVED

Date: _____

NOV 25 2008

WITNESSES:

LONG LAKE RANCH LLC
a Florida limited liability company
By: _____

Ben Hamill
Lydia M. Crider

BY: _____

Ed Suchora
Print

Its VP of Land - Southeast
as Managing Member
Title

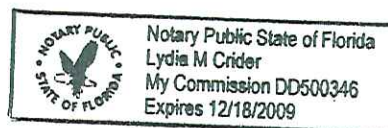
STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this 6th day of January, 2009
(date), by Ed Suchora,
_____, as Vice President of Beazer Homes Corp. as Member
of Long Lake Ranch, LLC (name of person acknowledging), who is personally known to me or who has
produced _____

(type of identification) as identification.

Seal:

Lydia M. Crider
NOTARY



WITNESSES:

Patricia A. Skidmore
Al: APE

AMPROP GENERAL INVESTMENTS, LLC
a Florida limited liability company

By: _____
Its: Member

BY: Eric A. Schoessler

ERIC A. SCHOESSLER
Print

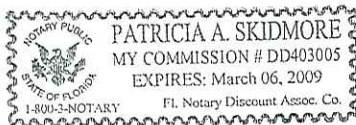
Its manager
Title

STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this January 12, 2009
(date), by Eric A Schoessler, as Manager of Amprop General Investments, LLC (name of person
acknowledging), who is personally known to me or who has produced n/a

(type of identification) as identification.

Seal:



Patricia A. Skidmore
NOTARY Patricia A. Skidmore

WITNESSES:

ROY NICHOLAS GERACI, JR.

BY: _____

Print

Its _____
Title

STATE OF FLORIDA
COUNTY _____

The foregoing instrument was acknowledged before me this _____
(date), by Roy Nicholas Geraci, Jr. (name of person acknowledging), who is personally known to me or who
has produced _____

(type of identification) as identification.

Seal:

NOTARY

WITNESSES: _____

AMPROP GENERAL INVESTMENTS, LLC
a Florida limited liability company
By: _____
Its: Member

BY: _____

ERIC A. SCHOESSLER
Print
Its _____
Title

STATE OF FLORIDA
COUNTY _____

The foregoing instrument was acknowledged before me this _____
(date), by Eric A Schoessler, as Manager of Amprop General Investments, LLC (name of person
acknowledging), who is personally known to me or who has produced _____

(type of identification) as identification.

Seal: _____
NOTARY

WITNESSES: _____

ROY NICHOLAS GERACI, JR.

BY: _____
Roy Nicholas Geraci JR.
Print
Its _____
Title

STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this December 29, 2008
(date), by Roy Nicholas Geraci, Jr. (name of person acknowledging), who is personally known to me or who
has produced _____

(type of identification) as identification.

Seal: _____
NOTARY



WITNESSES:

PETER ADKINS GERACI

Crystal L. Hall
[Signature]

BY: *Peter Adkins Geraci*
PETER ADKINS GERACI
Print

Its _____
Title

STATE OF FLORIDA
COUNTY *Hillsborough*

The foregoing instrument was acknowledged before me this *16th day of December, 2008*
(date), by Peter Adkins Geraci (name of person acknowledging) who is personally known to me or who has
produced _____

(type of identification) as identification.

Seal:

Crystal L. Hall
NOTARY *CRYSTAL L. HALL*

WITNESSES:

N. GERACI & CO., INC.
a Florida corporation

Crystal L. Hall
[Signature]

BY: *Peter Adkins Geraci*
PETER ADKINS GERACI
Print

Its _____
PRESIDENT
Title

STATE OF FLORIDA
COUNTY *Hillsborough*

The foregoing instrument was acknowledged before me this *16th day of December, 2008*
(date), by Peter Adkins Geraci, as President of N. Geraci & Co., Inc. (name of person acknowledging) who is
personally known to me or who has produced _____

(type of identification) as identification.

Seal:

Crystal L. Hall
NOTARY *CRYSTAL L. HALL*

WITNESSES:

[Signature]
Anna I. Garcia

N. GERACI & CO., INC.
a Florida corporation

BY: [Signature]
ROY NICHOLAS GERACI, JR.
Print
Its VICE PRESIDENT
Title

STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this December 29, 2008
(date), by Roy Nicholas Geraci, Jr., as Vice President of N. Geraci & Co., Inc. (name of person
acknowledging), who is personally known to me or who has produced _____
(type of identification) as identification.

Seal:



[Signature]
NOTARY

WITNESSES:

[Signature]
Anna I. Garcia

THE ROY NICHOLAS GERACI, JR.
CHILDRENS' TRUST

BY: [Signature]
RICHARD REITHOFFER
Print
Its TRUSTEE
Title

STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this 29th day of December, 2008
(date), by Richard Reithoffer, as Trustee of The Roy Nicholas Geraci, Jr. Childrens' Trust (name of person
acknowledging), who is personally known to me or who has produced _____
(type of identification) as identification.

Seal:



[Signature]
NOTARY

WITNESSES:

Donna Leon
Crystal L Hall

THE PETER A. GERACI CHILDRENS' TRUST

BY: [Signature]

CHARLES C. CARNEVALE

Print

Its

TRUSTEE

Title

STATE OF FLORIDA

COUNTY Hillsborough

The foregoing instrument was acknowledged before me this December 15, 2008
(date), by Charles C. Carnevale, as Trustee of The Peter A. Geraci Childrens' Trust (name of person
acknowledging), who is personally known to me or who has produced _____

(type of identification) as identification.

Seal:



Donna Leon
NOTARY

WITNESSES:

LG LAND, CATTLE & TIMBER COMPANY, INC.
a Florida corporation

BY: Peter A. Geraci

PETER A. GERACI

Print

Its

PRESIDENT

Title

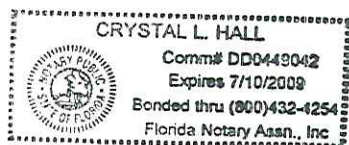
STATE OF FLORIDA

COUNTY Hillsborough

The foregoing instrument was acknowledged before me this 16th day of December, 2008
(date), by Peter A. Geraci, as President of LG Land, Cattle & Timber Company, Inc. (name of person
acknowledging), who is personally known to me or who has produced _____

(type of identification) as identification.

Seal:



Crystal L Hall
NOTARY CRYSTAL L. HALL

EXHIBITS

- A. DRI Project Legal Description (As Revised)
- B. ROR (Retail/Office/Residential) Area Parcel Map (Amprop Parcels)
- C. Required Roadway Improvements Graphic (S.R. 54 & S.L. Boulevard Items)

EXHIBIT A
DRI PROJECT
LEGAL DESCRIPTION (AS REVISED)

LEGAL DESCRIPTION (PARENT TRACT):

THAT PART OF SECTIONS 27, 28, 33 AND 34, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA BEING PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE N89°17'29"W, ALONG THE SOUTH BOUNDARY OF SAID SECTION 33 FOR 4,422.23 FEET; THENCE N00°39'13"E, FOR 1,320.08 FEET; THENCE S89°17'08"E, FOR 3,105.54 FEET; THENCE N00°52'15"E, FOR 3,784.48 FEET; THENCE N00°21'58"E, FOR 1,567.07 FEET; THENCE N89°38'02"W, FOR 3,907.18 FEET; THENCE N00°23'28"E, FOR 1,071.04 FEET; THENCE N00°25'58"E, FOR 426.20 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD 54 THE FOLLOWING TEN (10) COURSES: 1) N85°03'22"E, FOR 1,050.59 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 2,814.76 FEET, A CENTRAL ANGLE OF 19°00'01", AND A CHORD BEARING OF S85°26'38"E, FOR 929.15 FEET; THENCE 2) EASTERLY ALONG THE ARC FOR 933.42 FEET; THENCE 3) S75°56'38"E, FOR 2,032.00 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,959.86 FEET, A CENTRAL ANGLE OF 16°02'00", AND A CHORD BEARING OF S83°57'38"E, FOR 546.65 FEET; THENCE 4) EASTERLY ALONG THE ARC FOR 548.44 FEET; THENCE 5) N88°01'22"E, FOR 1,681.32 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,195.92 FEET, A CENTRAL ANGLE OF 33°43'00", AND A CHORD BEARING OF N71°09'52"E, FOR 693.65 FEET; THENCE 6) EASTERLY ALONG THE ARC FOR 703.76 FEET; THENCE 7) N54°18'22"E, FOR 1,191.51 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,859.86 FEET, A CENTRAL ANGLE OF 15°17'00", AND A CHORD BEARING OF N61°56'52"E, FOR 494.64 FEET; THENCE 8) NORTHEASTERLY ALONG THE ARC FOR 496.11 FEET; THENCE 9) N69°35'22"E, FOR 697.38 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 904.93 FEET, A CENTRAL ANGLE OF 20°55'05", AND A CHORD BEARING OF N80°02'55"E, FOR 328.55 FEET; THENCE 10) EASTERLY ALONG THE ARC FOR 330.38 FEET; THENCE S00°25'12"W, FOR 600.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S00°40'49"W, A RADIAL DISTANCE OF 304.93 FEET AND HAVING A CHORD BEARING OF S80°08'06"W, FOR 111.61 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 21°05'27", FOR 112.25 FEET; THENCE S69°35'22"W, FOR 697.38 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,259.86 FEET, A CENTRAL ANGLE OF 15°17'00", AND A CHORD BEARING OF S61°56'52"W, FOR 335.07 FEET; THENCE SOUTHWESTERLY ALONG THE ARC FOR 336.06 FEET; THENCE S54°18'22"W, FOR 422.31 FEET; THENCE S23°46'28"E, FOR 119.66 FEET; THENCE S28°31'20"E, FOR 146.68 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S68°16'52"W, A RADIAL DISTANCE OF 568.22 FEET AND HAVING A CHORD BEARING OF S00°36'59"E, 409.16 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 42°12'18", FOR 418.56 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N62°58'31"W, A RADIAL DISTANCE OF 1,884.36 FEET AND HAVING A CHORD BEARING OF S33°05'52"W, 398.73 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 12°08'47", FOR 399.47 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S50°10'09"E, A RADIAL DISTANCE OF 111.45 FEET AND HAVING A CHORD BEARING OF S05°35'56"E, 158.78 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 90°51'33", FOR 176.73 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S40°29'09"W, A RADIAL DISTANCE OF 266.92 FEET AND HAVING A CHORD BEARING OF S30°08'21"W, 525.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 159°18'23", FOR 742.15 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS

POINT LIES S06°16'32"E, A RADIAL DISTANCE OF 514.61 FEET AND HAVING A CHORD BEARING OF S32°39'27"W, 800.62 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 102°08'04", FOR 917.34 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N81°04'54"E, A RADIAL DISTANCE OF 367.98 FEET AND HAVING A CHORD BEARING OF S43°13'49"E, 414.86 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 68°37'28", FOR 440.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S42°46'00"W, A RADIAL DISTANCE OF 1,393.27 FEET AND HAVING A CHORD BEARING OF S40°22'27"E, 332.78 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 13°43'04", FOR 333.58 FEET; THENCE S52°17'57"W, FOR 247.69 FEET; THENCE S76°38'38"W, FOR 376.79 FEET; THENCE S37°14'07"W, FOR 725.77 FEET; THENCE S00°48'12"W, FOR 1,707.95 FEET; THENCE S89°40'47"E, FOR 1,992.95 FEET; THENCE N45°25'45"E, FOR 468.07 FEET; THENCE N00°36'35"E, FOR 900.75 FEET; THENCE S89°36'51"E, FOR 1,650.98 FEET; THENCE S00°23'07"W, ALONG THE EAST BOUNDARY OF SAID SECTION 34, FOR 1,228.07 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 34; THENCE N89°30'42"W, FOR 18.93 FEET; THENCE S00°29'18"W, ALONG THE WEST OCCUPIED RIGHT-OF-WAY BOUNDARY OF HIDEWAY LANE, FOR 2,284.90 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S87°38'02"E, A RADIAL DISTANCE OF 76.12 FEET AND HAVING A CHORD BEARING OF S21°14'18"E, 60.96 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 47°12'32", FOR 62.72 FEET; THENCE S00°23'57"W, FOR 296.72 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE N89°02'48"W, ALONG THE SOUTH BOUNDARY OF SAID SECTION 34 FOR 5,328.39 FEET TO THE POINT OF BEGINNING. CONTAINING 46,996,180 SQUARE FEET OR 1,078.884 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING THREE PARCELS:
PARCEL 124
PART A FEE SIMPLE RIGHT OF WAY

A PARCEL OF LAND BEING A PORTION OF SECTIONS 27 AND 28, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 25 MILLIMETER (1") PINCHED IRON PIPE MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA; THENCE N 00°28'24"E, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 127.632 METERS (418.74 FEET) TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 54; THENCE N 85°02'42"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 24.494 METERS (80.36 FEET) TO THE EAST LINE OF THE WEST 80 FEET OF SAID NORTHWEST 1/4 OF SECTION 28 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING SIX COURSES: (1) N 85°02'42"E, A DISTANCE OF 320.131 METERS (1050.30 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 857.949 METERS (2814.79 FEET); (2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 284.249 METERS (932.57 FEET), THROUGH A CENTRAL ANGLE OF 18°58'58", A CHORD DISTANCE OF 282.951 METERS (928.32 FEET) AND A CHORD BEARING OF S 85°27'49"E TO THE POINT OF TANGENCY; (3) S 75°58'20"E, A DISTANCE OF 619.833 METERS (2033.57 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 597.366 METERS (1959.86 FEET); (4) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 166.960 METERS (547.77 FEET), THROUGH A CENTRAL ANGLE OF 16°00'50", A CHORD

DISTANCE OF 166.417 METERS (545.99 FEET) AND A CHORD BEARING OF S 83°58'45"E TO THE POINT OF TANGENCY; (5) N 88°00'50"E, A DISTANCE OF 512.502 METERS (1681.43 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 364.519 METERS (1195.93 FEET); (6) NORTHEASTERLY ALONG THE ARC OF SAID CURVE 204.583 METERS (671.20 FEET), THROUGH A CENTRAL ANGLE OF 32°09'24", A CHORD DISTANCE OF 201.908 METERS (662.43 FEET) AND A CHORD BEARING OF N 71°56'08"E TO A POINT OF CUSP AND A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 911.189 METERS (2989.46 FEET); THENCE LEAVING SAID LINE AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 784.697 METERS (2574.46 FEET), THROUGH A CENTRAL ANGLE OF 49°20'31", A CHORD DISTANCE OF 760.672 METERS (2495.64 FEET) AND A CHORD BEARING OF S 79°21'33"W TO THE POINT OF TANGENCY; THENCE N 75°58'11"W, A DISTANCE OF 733.949 METERS (2407.96 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 835.189 METERS (2740.12 FEET); THENCE NORTHWESTERLY ALONG SAID CURVE 261.410 METERS (857.64 FEET), THROUGH A CENTRAL ANGLE OF 17°56'00", A CHORD DISTANCE OF 260.345 METERS (854.15 FEET) AND A CHORD BEARING OF N 84°56'11"W TO THE POINT OF TANGENCY; THENCE S 86°05'49"W, A DISTANCE OF 354.222 METERS (1162.14 FEET) TO THE EAST LINE OF THE WEST 80 FEET OF SAID NORTHWEST 1/4 OF SECTION 28; THENCE N 00°28'24"E, ALONG SAID EAST LINE, A DISTANCE OF 45.714 METERS (149.98 FEET) TO THE SAID POINT OF BEGINNING.

CONTAINING 11.1063 HECTARES (27.444 ACRES), MORE OR LESS.

PART B

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 19 MILLIMETER (3/4") IRON PIPE MARKING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, N 89°31'09"W, A DISTANCE OF 404.162 METERS (1325.99 FEET) TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 27, N 00°28'38"E, A DISTANCE OF 437.315 METERS (1434.76 FEET) TO THE POINT OF BEGINNING AND A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 460.959 METERS (1512.33 FEET); THENCE LEAVING SAID LINE AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE 60.067 METERS (197.07 FEET), THROUGH A CENTRAL ANGLE OF 07°27'58", A CHORD DISTANCE OF 60.024 METERS (196.93 FEET) AND A CHORD BEARING OF N 85°37'37"W TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 54 AND A POINT OF CUSP WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 269.699 METERS (884.84 FEET); THENCE ALONG SAID LINE AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE 60.341 METERS (197.97 FEET), THROUGH A CENTRAL ANGLE OF 12°49'09", A CHORD DISTANCE OF 60.215 METERS (197.56 FEET) AND A CHORD BEARING OF N 84°28'48"E TO THE AFOREMENTIONED EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, THENCE ALONG SAID LINE, S 00°28'38"W, A DISTANCE OF 10.369 METERS (34.02 FEET) TO THE POINT OF BEGINNING.

CONTAINING 339.1 SQUARE METERS (3,650 SQUARE FEET), MORE OR LESS.

AND
PART C FEE SIMPLE RIGHT OF WAY

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 AND THE
SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 25 MILLIMETER (1") PINCHED IRON PIPE MARKING THE
SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 26 SOUTH,
RANGE 18 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF
THE NORTHWEST 1/4 OF SAID SECTION 28, N 00°28'24"E, A DISTANCE OF 127.632
METERS (418.74 FEET) TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF
STATE ROAD 54; THENCE N 85°02'42"E, ALONG SAID SOUTHERLY RIGHT OF WAY
LINE, A DISTANCE OF 24.494 METERS (80.36 FEET) TO THE EAST LINE OF THE WEST 80
FEET OF SAID NORTHWEST 1/4 OF SECTION 28; THENCE S 00°28'24"W, ALONG SAID
EAST LINE, A DISTANCE OF 115.363 METERS (378.49 FEET) TO THE POINT OF
BEGINNING; THENCE CONTINUE S 00°28'24"W, ALONG SAID EAST LINE, A DISTANCE
OF 14.541 METERS (47.71 FEET) TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF
SECTION 28; THENCE S 00°23'33"W, PARALLEL WITH THE WEST LINE OF SAID
SOUTHWEST 1/4, A DISTANCE OF 300.180 METERS (984.84 FEET); THENCE S 88°51'10"E,
DISTANCE OF 210.413
METERS (690.33 FEET); THENCE N 67°44'33" E, A DISTANCE OF 16.081 METERS (52.76
FEET); THENCE N 26°01'18" E, A DISTANCE OF 11.217 METERS, (36.80 FEET); THENCE N
42°16'05" E, A DISTANCE OF 8.322 METERS, (27.30 FEET); THENCE S 89°26'49" E, A
DISTANCE OF 10.713 METERS (35.15 FEET); THENCE S 65°47'11" E, A DISTANCE OF 4.456
METERS (14.62 FEET); THENCE N 48°48'13" E, A DISTANCE OF 12.439 METERS (40.81
FEET); THENCE N 06°51'36" E, A DISTANCE OF 7.693 METERS (25.24 FEET); THENCE N
29°45'49" W, A DISTANCE OF 18.281 METERS (59.98 FEET); THENCE N 30°17'47" E, A
DISTANCE OF 7.018 METERS (23.03 FEET); THENCE N 08°03'14" W, A DISTANCE OF 23.772
METERS (77.99 FEET); THENCE N 09°21'03" E, A DISTANCE OF 26.108 METERS (85.66
FEET); THENCE N 44°54'31" E, A DISTANCE OF 17.620 METERS (57.81 FEET); THENCE N
75°13'44" E, A DISTANCE OF 15.519 METERS (50.92 FEET); THENCE S 87°14'49" E, A
DISTANCE OF 34.354 METERS (112.71 FEET); THENCE N 62°52'18" E, A DISTANCE OF
12.191
METERS (40.00 FEET); THENCE N 36°09'56" E, A DISTANCE OF 16.539 METERS (54.26
FEET); THENCE N 61°00'54" E, A DISTANCE OF 12.528 METERS (41.10 FEET); THENCE N
11°14'11" E, A DISTANCE OF 19.902 METERS (65.29 FEET); THENCE N 28°42'52" W, A
DISTANCE OF 55.659 METERS (182.61 FEET); THENCE N 33°48'40" W, A DISTANCE OF
34.811 METERS (114.21 FEET); THENCE N 14°48'46" W, A DISTANCE OF 12.489 METERS
(40.97 FEET); THENCE N 45°05'30" W, A DISTANCE OF 16.244 METERS (53.29 FEET);
THENCE S 86°05'49" W, A DISTANCE OF 205.668 METERS (674.76 FEET); THENCE N
52°42'43" W, A DISTANCE OF 107.131 METERS (351.48 FEET) TO THE SAID POINT OF
BEGINNING.

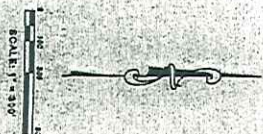
PART 'C' CONTAINING 7.8191 HECTARES (19.321 ACRES), MORE OR LESS.

CONTAINING 1,032.035 NET ACRES MORE OR LESS.

EXHIBIT B

ROR (RETAIL/OFFICE/RESIDENTIAL) AREA PARCEL MAP (AMPROP PARCELS)

THIS IS A PRELIMINARY LAYOUT AND IS FOR ILLUSTRATIVE PURPOSES ONLY. THE LATEST AVAILABLE GIS DATA HAS BEEN UTILIZED, HOWEVER, KNOX MAKES NO GUARANTEES ON ITS ACCURACY. THE CONCEPT SHOWN IS SUBJECT TO CHANGE BASED ON FINAL ENGINEERING, FIELD SURVEY, ENVIRONMENTAL AND GOVERNMENTAL APPROVALS.



Kinco
ENGINEERING ASSOCIATES, INC.

One Memorial Center, Suite 100
4921 Metcalf Highway
Tampa, Florida 33634
Phone: (813) 880-4111
Fax: (813) 880-4112
www.kryogenicsrlp.com
Engineering License #2510

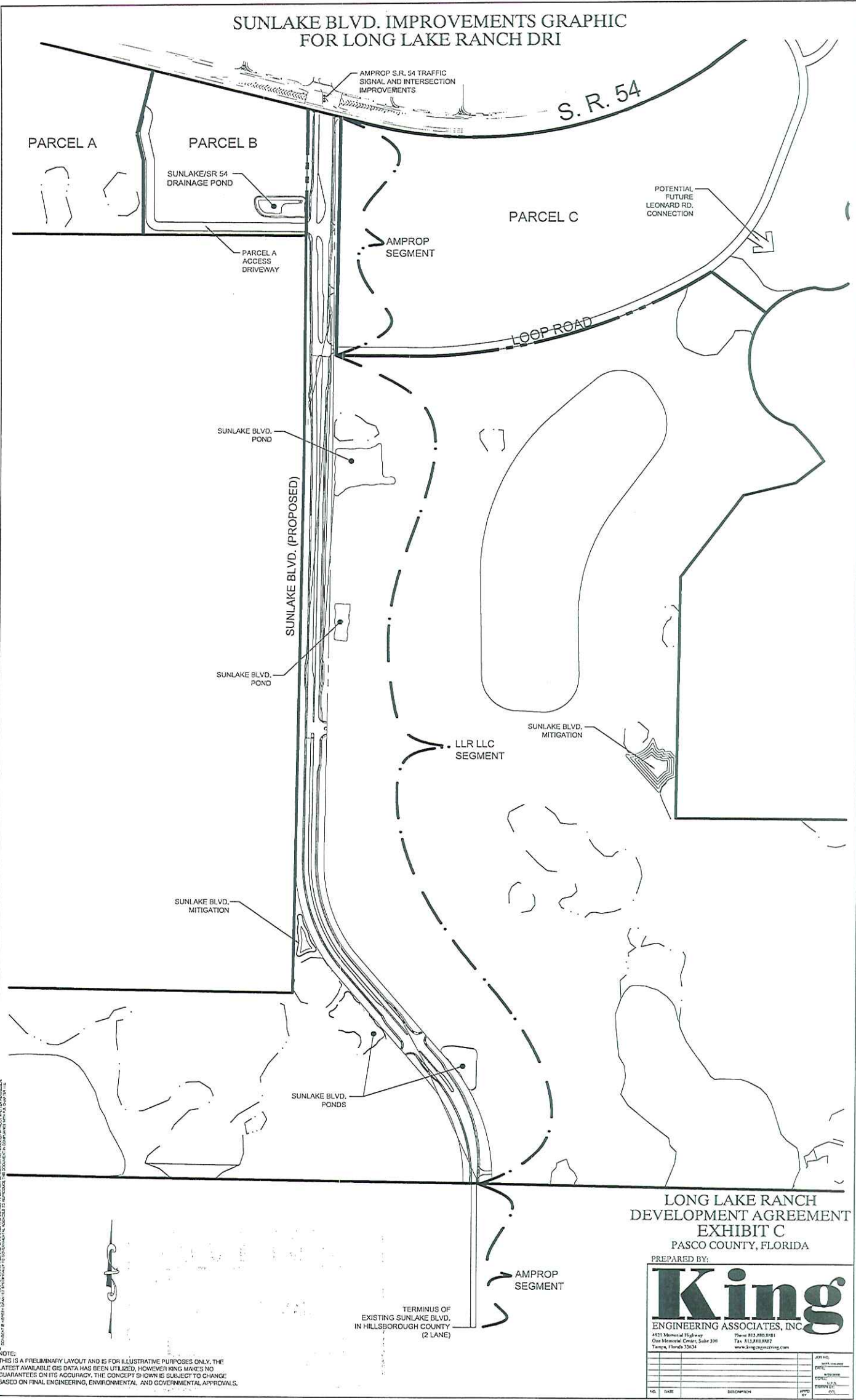
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EXHIBIT C

SUNLAKE BOULEVARD IMPROVEMENTS GRAPHIC

(ROAD SEGMENTS & PONDS)

SUNLAKE BLVD. IMPROVEMENTS GRAPHIC
FOR LONG LAKE RANCH DRI



LONG LAKE RANCH
DEVELOPMENT AGREEMENT
EXHIBIT C
PASCO COUNTY, FLORIDA

PREPARED BY:

King
ENGINEERING ASSOCIATES, INC.

4871 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634

Phone: 813.880.3381
Fax: 813.880.3382
www.kingengineering.com

| NO. | DATE | DESCRIPTION | APPROVED BY |
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NOTES:
THIS IS A PRELIMINARY LAYOUT AND IS FOR ILLUSTRATIVE PURPOSES ONLY. THE LATEST AVAILABLE GIS DATA HAS BEEN UTILIZED, HOWEVER KING MAKES NO GUARANTEES ON ITS ACCURACY. THE CONCEPT SHOWN IS SUBJECT TO CHANGE BASED ON FINAL ENGINEERING, ENVIRONMENTAL, AND GOVERNMENTAL APPROVALS.



PASCO COUNTY, FLORIDA

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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 9325
RETURN RECEIPT REQUESTED

December 10, 2008

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

RE: Long Lake Ranch - Development of Regional Impact (#247)
Development Order

Dear Mr. Meyer:

Enclosed please find a certified copy of the Long Lake Ranch Development of Regional Impact #247 Development Order (Resolution No. 09-46), 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 November 25, 2008.

Sincerely,

A handwritten signature in purple ink, reading "Cynthia D. Spidell".

Cynthia D. Spidell, MBA
Senior Planner

Enclosure

BY COMMISSIONER _____

RESOLUTION NO. 0946

**A RESOLUTION ADOPTING AN AMENDED AND RESTATED
DEVELOPMENT ORDER APPROVING, WITH CONDITIONS,
THE LONG LAKE RANCH DEVELOPMENT OF REGIONAL
IMPACT NO. 247.**

WHEREAS, in accordance with Section 380.06(19), Florida Statutes (F.S.), as amended, Amprop General Investments, LLC, and Long Lake Ranch, LLC (applicants/developers), filed a Notice of Proposed Change (NOPC) to the previous Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as LONG LAKE RANCH; and,

WHEREAS, the Pasco County Board of County Commissioners is the governing body having jurisdiction over the review and approval of DRIs in Pasco County in accordance with Chapter 380.06, F.S., as amended; and,

WHEREAS, the culmination of review pursuant to Section 380.06(19), F.S., requires approval, approval with conditions, or denial of an NOPC; and,

WHEREAS, the original Development Order for the LONG LAKE RANCH DRI was adopted by the Board of County Commissioners on February 24, 2004.

WHEREAS, the Board of County Commissioners has approved the NOPC on November 25, 2008, and hereby adopts this Amended and Restated Development Order for the Long Lake Ranch DRI No. 247 (DO), which shall replace and supersede the original Development Order in its entirety.

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

1. **GENERAL FINDINGS OF FACT**

The Board of County Commissioners makes the following general findings of fact:

a. The applicants/developers have filed, in accordance with Section 380.06(19), as amended, an NOPC for the LONG LAKE RANCH DRI and associated responses to requests for additional information. The applicants'/developers' NOPC submittal included data, analysis, and other clear and convincing evidence to rebut the presumption of a substantial deviation pursuant to Section 380.06(19), F.S. The NOPC, collectively with the original ADA, are referred to herein as the application and are incorporated into this DO by reference as Exhibit A.

b. The nature, type, scope, intensity, density, and general impact of the proposed LONG LAKE RANCH DRI, as revised, are summarized in the NOPC and Table 1 below; the specific findings of fact and regional impacts contained in the Tampa Bay Regional Planning Council (TBRPC) DRI Final Report and the NOPC Report, which collectively are incorporated into this DO by reference as Exhibit B.

- c. The real property encompassed by the LONG LAKE RANCH DRI is owned by the individual property owners described in the NOPC. A description of the real property is attached hereto as Exhibit C (Legal Description) and incorporated herein.
- d. The Pasco County Comprehensive Plan Future Land Use Map classifications for the area subject to this DO are RES-3 (Residential - 3 du/ga) and ROR (Retail/Office/Residential). Concurrent with the review of the NOPC, the applicants have filed a request to amend the Subarea Policies for the ROR (Retail/Office/Residential) Classification for that portion of the real property abutting S.R. 54, which will contain the retail, office, hotel, and multifamily residential uses. The proposed development is consistent with the provisions of the ROR (Retail/Office/Residential) and RES-3 (Residential - 3 du/ga) (as applicable) Land Use Classifications and other Goals, Objectives, and Policies of the Comprehensive Plan.
- e. Zoning on the property which is subject to the application is MPUD Master Planned Unit Development. Concurrent with the applicants' NOPC request, the applicants filed an application for an MPUD Master Planned Unit Development zoning amendment to conform to the NOPC (the MPUD Master Planned Unit Development amendment).
- f. Prior to November 25, 2008, the TBRPC notified Pasco County that the NOPC sufficiency review was complete, the TBRPC had drafted its DRI NOPC Report, and that the local government should act upon the pending application.
- g. The Board of County Commissioners has scheduled a public hearing on the application on November 25, 2008.
- h. Notice of the hearing has been published in a newspaper of general circulation at least sixty (60) days prior to the date set for the Board of County Commissioners hearing.
- i. At the public hearing, all parties were afforded the opportunity to present evidence and argument on all issues and to submit rebuttal evidence.
- j. Additionally, at the public hearing, any member of the general public requesting to do so was given the opportunity to present written or oral communications.
- k. The Board of County Commissioners has received and considered the TBRPC NOPC Report on the NOPC application.
- l. The Board of County Commissioners has received and considered various other reports and information including, but not limited to, the recommendation of the Pasco County Development Services Branch and the Development Review Committee (DRC).

2. **CONCLUSIONS OF LAW**

The Board of County Commissioners hereby finds that the LONG LAKE RANCH DRI as amended by the NOPC:

a. Will not unreasonably interfere with the achievement of the objectives of the State Comprehensive Plan and State Land Development Plan applicable to the area encompassed by the application.

b. As conditioned, this DO is consistent with the report and recommendation of the TBRPC.

c. As conditioned, this DO is consistent with the Pasco County Land Development Code (local land development regulations), subject to compliance with all applicable Land Development Code (LDC) provisions.

d. As conditioned, this DO is consistent with the adopted Comprehensive Plan as amended and shall be deemed effective concurrent with the effective date of the described Comprehensive Plan amendment, subject to compliance with all applicable standards and provisions of the Comprehensive Plan and subject to the further condition subsequently set forth in Section 3.a. below.

e. The land that is the subject of this DO is not in an area of critical State concern.

f. The presumption of a substantial deviation pursuant to Section 380.06(19) has been successfully rebutted by clear and convincing evidence, and any additional regional impacts caused by this NOPC will be adequately mitigated by this DO.

3. **APPROVAL STIPULATION**

a. Approval of the NOPC application is hereby granted with conditions. The effective date of this DO shall be concurrent with the effective date of the associated amendment to the adopted Comprehensive Plan; provided, however, that this DO shall be subject to revocation by the Board of County Commissioners, in which case the original DO shall be reinstated in the event that Amprop General Investments, LLC, does not convey, or cause to be conveyed, that certain portion of the ROR (Retail/Office/Residential) land use area within the DRI designated as Parcels A and B, as depicted on Exhibit H, to T. Rowe Price Associates, Inc., a Maryland corporation authorized to do business in the State of Florida or its subsidiaries or assigns as authorized under the Economic Development Agreement (Office User) on or before July 30, 2009.

b. The requirements of and conditions contained in this DO shall regulate the development of the property described in Exhibit C. Following the adoption of this DO, all plans for development on this property shall be consistent with the conditions and restrictions recited herein. Such conditions and restrictions shall be binding upon all applicants'/developers'/owners' successors in interest to the property.

In the event the County believes violation of the provisions hereof has occurred, the County Administrator or his designee may issue a Notice of Noncompliance to the applicants/developers. After providing the applicants/developers with an opportunity to be heard, if it is determined by the County

Administrator that a violation has occurred, the County Administrator may require that all development related to the violation shall cease until the violation has been corrected or the Board of County Commissioners rescinds the Notice of Noncompliance at a hearing to consider said matter; provided, however, that the DRI entitlements for Parcels A and B, as depicted on Exhibit H, shall not be divested and shall have the right to procure Building Permits subject to standard LDC procedures.

c. 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 applicants'/developers' commitments set forth in Exhibit D shall be honored by the applicants/developers, except as it may be superseded by the specific terms of this DO and the Development Agreement (DA) as defined below.

d. Development of the LONG LAKE RANCH DRI shall be governed by the standards and provisions of the Comprehensive Plan. Land development regulations shall be applied in a manner which is consistent with Section 163.3194(1)(b), F.S. Conflicts between the land development regulations and this DO shall be resolved in accordance with applicable law.

e. Phases 1 and 2 of the approved DRI shall not be subject to downzoning, unit density reduction, or intensity before November 30, 2020, unless the County can demonstrate that the DO was based on substantially inaccurate information provided by the applicants/developers; or that the change is clearly established by local government to be essential to the public health, safety, or welfare. In any event, the DRI entitlements for Parcels A and B, as depicted on Exhibit H, shall not be divested and shall have the right to Building Permits subject to standard LDC procedures.

f. As provided in Chapter 190, F.S., and subject to approval by the County, Community Development District(s) (CDD) are hereby authorized to undertake the funding and construction of any of the projects, whether within or without the boundaries of CDD, which are identified within this DO. Further, any obligations of the applicants/developers contained in this DO may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by Pasco County.

g. The property is currently utilized for agricultural activities; also, a portion (the Roy Nicholas Geraci, Jr., homestead) of the property contains a private-airstrip use. It is understood that while the agricultural use will cease when the DRI is built out, portions of the property may continue to be used for agricultural activities until such portion of the property is developed in accordance with this DO. The private-airstrip use may continue, but only within the Roy Nicholas Geraci, Jr., homestead parcel, pursuant to applicable Federal Aviation Administration/Florida Department of Transportation (FDOT) requirements. All mining activities within the DRI, including all required reclamation, shall be complete prior to the first plat approval for any residential units within the DRI.

4. **PHASING AND DURATION**

a. Phasing schedule:

Development of LONG LAKE RANCH shall proceed in accordance with the phasing schedule stated in Table 1 below:

TABLE 1
LONG LAKE RANCH DRI
LAND USE AND PHASING SCHEDULE

| Land Use | Phase 1 (2015) | Phase 2 (2015) | Total |
|----------------------|----------------|----------------|-----------|
| Commercial (Sq. Ft.) | 302,000 | 275,000 | 577,000 |
| Office (Sq. Ft.) | 304,000 | 1,001,000 | 1,305,000 |
| Residential (Units) | 1,516 | 630 | 2,146 |
| (Single-Family) | (1,116) | (0) | (1,116) |
| (Multifamily) | (400) | (630) | (1,030) |
| Hotel (Rooms) | 0 | 220 | 220 |

b. Effective Date and Duration:

(1) This DO shall become effective upon its adoption in accordance with Chapter 380.06, F.S., subject to Section 3.a, above.

(2) The duration of DO shall be through December 31, 2020. The effective period may be extended by the Board of County Commissioners upon a showing of good cause and as provided by statutes. Application for such extension shall be made at least sixty (60) days prior to the expiration date.

c. Commencement of Development:

If physical development of LONG LAKE RANCH has not commenced on or before November 30, 2011, the Board of County Commissioners shall determine, pursuant to Section 380.06(19), F.S., as amended, and the procedures outlined in Section VI.B hereof, whether the delay represents a substantial deviation from the terms and conditions of this DO. For the purpose of this DO, "commencement of development" shall mean the commencement of development of infrastructure, roadways, or vertical development, unless otherwise approved by Pasco County.

d. Build-Out of Project:

The build-out date for Phases 1 and 2 of the project shall be as of November 30, 2015; however, the Phase 2 entitlements shall be subject to extension pursuant to Section 380.06 (19)(c), as amended, because said Phase 2 entitlements are being specifically approved in this DO for the initial time, and have not been subject to any previous build-out extension. The TBRPC reserves the right to require regional review of any further extensions for the Phase 1 entitlements; however, it is acknowledged that the transportation impacts for the previous, specifically-approved Phase 1 entitlements have been re-analyzed as project traffic, on a cumulative basis with the Phase 2 entitlements through the new build-out date of November

30, 2015, incident to this NOPC application. In any event, no request to extend the build-out date of this DO shall be considered by the County unless and until the required improvements set forth in Table 2, below, have been made as full mitigation for the combined Phases 1 and 2 DRI transportation impacts of the project or guaranteed through an acceptable form of assurance as described herein. With respect to the County's local concurrency requirements, any delay in the build-out date of Phases 1 and 2 of the project beyond November 30, 2015, may require a new transportation analysis in accordance with applicable law as the basis for a DO amendment, which may include a re-evaluation of required transportation mitigation for concurrency purposes. Notwithstanding the foregoing, any build-out date extension request for any EC Entitlements (EC entitlements) and/or TC entitlements (TC Entitlements), including, without limitation, all those entitlements authorized for Parcels A and B, as depicted on Exhibit H, shall be extended for five (5) additional years to November 2020 as qualifying limited exemptions under the LDC, Section 402.7, and the County shall not require revised traffic studies or additional transportation mitigation for concurrency purposes, from the Office User or other developers for any such extension. In addition, the County Administrator or Board of County Commissioners may waive any applicable transportation analysis requirement for any other entitlements within the project that satisfy the limited exemptions criteria of the LDC, Section 402.7. For all entitlements on Parcels A and B, the term built-out shall mean the completion of the following improvements: (i) the Sunlake Boulevard at S.R.54/Intersection Improvements; (ii) the Sunlake Boulevard Segment from State Road 54 to its existing terminus in Hillsborough County (see Table 2); (iii) the Parcel A Driveway; and, (iv) the Sunlake Boulevard retention area located in the south east corner of Parcel B (as such Parcel B is shown on Exhibit H). For all other entitlements that meet the limited exemptions criteria under the LDC, Section 402.7, the term built-out shall mean a) the completion (as defined in the DA) of the required improvements (see Table 2) and b) the issuance of Site Development Permit(s) and physical construction of all horizontal infrastructure (roadway improvements required by the DA, drainage facilities required by any Master Drainage Permit, and utility facilities required by the master utility plan) serving the parcel(s) in question (not vertical construction thereon). The term built-out for all other entitlements shall mean a) for single-family residential entitlements, final plat approval of the entitlements by the Board of County Commissioners by November 30, 2015, or b) for multifamily and nonresidential entitlements, completion of all master on-site and off-site horizontal infrastructure improvements (roadway improvements required by the DA, drainage facilities required by any Master Drainage Permit, and utility facilities required by the master utility plan) by November 30, 2015, and issuance of the Certificates of Occupancy for such entitlements by November 30, 2020. For the purposes of this DO, all Parcel A and B entitlements, as depicted on Exhibit H, shall be considered EC Entitlements (as a Corporate Business Park). All Parcel C office entitlements contained within buildings having a gross floor area of 20,000 square feet or more (for example, a single-story office building containing a minimum of 20,000 square feet or a two-story office-building containing a minimum of 10,000 square feet on each floor

thereof) and that otherwise meet EC-MPUD Employment Center Master Planned Unit Development requirements (as modified in the corresponding MPUD Master Planned Unit Development amendment) shall be considered EC Entitlements (as a Corporate Business Park). All Parcel C hotel entitlements that have on-site conference and catering facilities and that otherwise meet EC-MPUD Employment Center Master Planned Unit Development requirements (as modified in the corresponding MPUD Master Planned Unit Development amendment), shall be considered EC Entitlements (as a Corporate Business Park). For the purposes of this DO, TC Entitlements shall be any entitlements developed in accordance with the Town Center requirements of the Comprehensive Plan and the County's Traditional Neighborhood Development (TND) standards.

5. **SPECIFIC CONDITIONS**

a. Development components:

Subject to the possible exchange of land uses as described below, the project consists of the land uses by phase as described in Table 1 and as conceptually depicted on Exhibit H.

b. Land Use exchange:

(1) Development entitlements within Phase 1 and/or Phase 2 of the project may be exchanged pursuant to the Land Use Equivalency Matrix set out in Exhibit "E," attached hereto; provided, however, that a) exchanges of commercial, hotel, or office entitlements to residential entitlements are not permitted; b) the 625,000 square feet of office uses allocated to Parcels A and B, as depicted on Exhibit H, shall not be subject to exchange; and c) Parcel D, as depicted on Exhibit H, shall not have any vertical building use or square footage entitlements allocated to it. All Land use exchanges shall be submitted to the Growth Management Department for verification as to implementation in accordance with the Land Use Equivalency Matrix, with copies to the Florida Department of Community Affairs (FDCA) and TBRPC, a minimum of fourteen (14) days prior to submittal to Pasco County, then submitted to the DRC on its consent agenda for approval and the use thereof shall be reported in the next Biennial Report.—

(2) Any amendments to the land use mix or proposed phasing schedule, other than those authorized above, shall be approved pursuant to an NOPC as required by Section 380.06(19), F.S., which approval shall not be withheld for mere acceleration or deceleration of phases if otherwise there is compliance with the terms of this DO. In addition to the requirements set forth above, any departure in project build-out from the phasing schedule set forth in this DO shall be subject to review to determine if such departure constitutes a substantial deviation pursuant to Section 380.06(19), F.S.

c. Water Quality and Drainage:

(1) Development of the LONG LAKE RANCH DRI shall not result in Levels of Service for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan and Land Development Code as maybe amended from time to time.

(2) The project's stormwater-management system shall be designed, constructed, and maintained to meet or exceed Chapters 17-25 and 40D-4, or 40D-40, Florida Administrative Code (FAC), and Pasco County stormwater-management requirements as may be amended from time to time. Treatment shall be provided by biological filtration wherever feasible. Best Management Practices for reducing adverse water-quality impacts as required by the regulations of Pasco County and other appropriate regulatory bodies shall be implemented. In addition, the applicants/developers shall comply with the following design requirements:

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

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

(c) The applicants/developers or other responsible entities shall ensure that the stormwater-management system is being properly maintained in keeping with its design and is providing the level of stormwater storage and treatment as established in the Environmental Resource Permit.

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

(e) Landscape and irrigation shall be in conformance with the Land Development Code in effect at the time of preliminary plan/site plan approval.

(3) If applicable, planning and development of the LONG LAKE RANCH DRI shall conform to the rules adopted by the Southwest Florida Water Management District (SWFWMD) for the Northern Tampa Bay Water (TBW) Use Caution Area. The Biennial Report shall identify what actions have been taken to comply with said rules.

(4) In order to protect surface-water-quality, stormwater exiting the site shall meet all applicable State water-quality standards. The applicants/developers shall develop a surface-water-quality, monitoring program approved by Pasco County, SWFWMD, FDEP, and TBW which shall be instituted and approved before commencement of development, as defined in the Pasco County Land Development Code and continue through build-out of the development. Access to the monitoring sites shall be made available to the agencies listed above. One of the purposes of these monitoring programs is to ensure no adverse impact to the South Pasco Wellfield, which is a regionally significant resource. The following parameters shall be included within any required water-quality, monitoring program:

(a) Sampling locations and specific parameters (including nutrients, pesticides, herbicides, and stormwater parameters), frequency (minimum of twice annually) of monitoring, and reporting shall be subject to Pasco County, FDEP, and other appropriate regulatory bodies' approval.

(b) All water-quality, analytical methods, and procedures shall be thoroughly documented and shall comply with the Environmental Protection Agency/FDEP quality-control standards and requirements.

(c) The monitoring results shall be submitted to FDEP, SWFWMD, TBW, and Pasco County. Should the monitoring indicate that applicable State water-quality standards are not being met, the violation shall be reported to Pasco County and other appropriate regulatory bodies immediately. In the event there is a violation of any State water-quality standard, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected. In the event that the specific construction or other activity causing the violation cannot be identified, all construction in the subbasin shall cease until the violation is corrected.

(d) The postdevelopment, annual, rainfall-volume discharge from Long Lake Ranch shall not exceed the historic, pre development, average, annual, rainfall-volume discharge.

(5) A groundwater monitoring program shall be developed in coordination with FDEP, and SWFWMD, and TBW to establish parameters, methodology, and locations of monitoring sites, if required in the permitting process. Any such program shall be submitted to FDEP, and SWFWMD and TBW for review and to Pasco County for approval and shall be included in the next Biennial Report. Any required groundwater-quality, monitoring program shall be instituted and approved before commencement of development begins as defined in the Pasco County Land Development Code to provide background data and shall continue to project build out. If reclaimed water for irrigation purposes is used in the future, any groundwater monitoring program will be amended as required by the permit for use of reclaimed water. In the event there is a violation of any State water-quality standard, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected. Monitoring results shall be included in the Biennial Report.

(6) The applicants/developers will comply with the terms of any consent order or administrative order hereafter entered by SWFWMD to the extent it affects DRI property.

d. Wetlands:

(1) Wetlands shall be protected in accordance with all applicable County, State, and Federal laws, rules, and regulations.

(2) Development plans for each parcel in the project shall include specific limits of wetlands pursuant to wetland delineation surveys to be conducted in coordination with SWFWMD and other regulatory agencies as may be applicable.

(3) Prior to development plan approval for any parcel, the applicants/developers shall submit a wetland/lake-management plan to SWFWMD for review and to Pasco County for approval. The plan shall address, but not be limited to, control of exotic species, mitigation of impacted wetlands, control of on-site water quality, and restoration of natural hydroperiods in on-site wetlands.

(4) Existing annual hydroperiods, normal pool elevation, and seasonal high-water elevations shall be substantially maintained in conformance with permitting by all appropriate jurisdictional entities.

(5) Buffering around all wetland areas shall comply with the Comprehensive Plan policies current at the time of this DO approval or SWFWMD regulations at the time permits are obtained, whichever is more restrictive, to provide an upland transition into the wetland areas and to protect the natural system from development impacts.

(6) All mitigation areas and littoral shelves shall be monitored in accordance with the requirements of the appropriate permitting agency.

e. Flood Plain/Disaster Preparedness:

(1) Elevation for all habitable structures shall be at, or above, a 100-year flood-plain elevation. All preliminary plan/preliminary site plan submittals shall show 100-year flood-plain elevations. Roadways providing access to residential areas shall be at, or above, required elevations as identified in the Pasco County Land Development Code.

(2) No fill shall be added within the 100-year flood plain without storage compensation as required by applicable regulations.

(3) The detention/retention of cumulative, stormwater runoff in excess of predevelopment release rates shall be provided by sufficient storage capacity constructed on the property to be developed or within off-site drainage areas. Detention/retention storage capacity shall be based on a twenty-five (25) year/twenty-four (24) hour for open basins. Design high water elevations shall be established in consideration of adjacent properties and facilities such that off-site drainage impacts are minimized.

f. Wellfield Protection:

(1) The applicants/developers shall comply with the current Wellhead Protection Ordinance (Section 612 of the Pasco County Land Development Code as amended).

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

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

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

(c) Visually inspect the affected area.

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

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

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

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

(3) Discharge of stormwater into depressions with direct or demonstrated hydrologic connection to the Floridian Aquifer is prohibited.

(4) The historic, average, rainfall volume discharged from Long Lake Ranch should be maintained postdevelopment. The developers shall, in cooperation with TBW and to the extent the permitting agencies (Pasco County and SWFWMD) can allow, propose stormwater design solutions which achieve this goal (i.e., use of swale systems and reducing treatment volume requirements).

g. Vegetation and Wildlife:

(1) The applicants/developers shall comply with the rules and regulations, including the adopted Comprehensive Plan and Rule 9J-2.041, FAC, of all applicable agencies regarding the protection of regulated wildlife and plant species found on site. In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes are discovered on site during project development, the applicants/developers shall immediately notify the Florida Fish and Wildlife Conservation Commission and implement the recommended measures for species protection in accordance with the requirements of Chapter 68A-27, FAC.

(2) The applicants/developers shall preserve the Upland Habitat Protection Areas designated on Map H (Exhibit F) as relocated in the approved NOPC.

(3) Protection of preserved wetlands and mitigation areas shall be ensured through conservation easements or deed restrictions.

h. Historical and Archaeological Sites:

(1) Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Division of Historical Resources (FDHR), and Pasco County to either protect and preserve the site(s) in place or to mitigate any

adverse impacts consistent with the requirements in Rule 9J-2.043, FAC. This DO shall be amended to incorporate any required mitigation consistent with Chapter 1A-46, FAC. If any significant resources are found, a Certificate of Appropriateness must be obtained from the County pursuant to requirements of the Land Development Code.

(2) The developers shall comply with FDHR's recommendation that the project site be subjected to a systematic, professional archaeological and historical survey "prior to initiating any project-related land clearing or ground disturbing activities" in accordance with Chapter 1A-46, FAC. The results and findings of this survey must be validated and approved by FDHR and Pasco County prior to commencement of development. Documentation of compliance and a report outlining the results of such excavations and surveys shall be provided as part of the first Biennial Report.

i. Land:

(1) Best Management Practices to reduce soil erosion and fugitive dust shall be implemented.

(2) Prior to commencing development, the applicants/developers shall provide the Pasco County Engineering Services Department, Survey Division, with two (2) pair of Global Positioning Satellite control points with twenty-four (24) hour access. The location shall be mutually determined by the applicants/developers and the County Surveyor. The applicants'/developers' existing survey shall be valid for permitting purposes until final plat approval is requested.

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

(1) The County has indicated that capacity exists, and water and wastewater services will be provided by Pasco County in accordance with Chapter 110 of the Pasco County Code of Ordinances as amended. The applicants/developers shall construct all water and wastewater facilities within the development to Pasco County standards in effect when application is made for connection. Prior to the first preliminary site plan approval, the developers shall enter into a Utilities Service Agreement with the County for the provision of central water and wastewater services.

(2) Development of the project shall not result in Levels of Service for water and wastewater services below the acceptable Levels of Service established in the Comprehensive Plan.

(3) The applicants/developers agree to use the lowest quality water reasonably available and suitable for a given purpose in order to reduce the unnecessary use of potable water and groundwater. Potable water; i.e., water that is treated and provided through a public-distribution system, shall not be used for the irrigation of common areas if lower quality water becomes reasonably available.

(4) Water-saving fixtures shall be required in the project as mandated by the Florida Water Conservation Act (Chapter 553.14, F.S.), and xeriscape-type landscaping shall be encouraged

within the project. The applicants/developers are encouraged to coordinate its efforts with the Florida Yards and Neighbors Program.

(5) High efficiency, water-saving devices; irrigation systems; and low-volume, plumbing fixtures will be used throughout the project.

(6) No permanent septic tanks shall be installed on the Long Lake Ranch site. Any temporary septic tanks and drain fields installed to serve construction operations shall be located at least 1,000 feet from the western DRI property line.

k. Solid/Hazardous/Biohazardous Waste and Recycling:

(1) The County has determined that adequate capacity exists or will be provided to process the solid waste generated by the project. The collection, transportation, and disposal of solid waste are controlled by Chapter 90 of the County Code of Ordinances and shall take place in accordance with the terms thereof.

(2) Development of the project shall not result in Levels of Service (LOS) for solid-waste collection/disposal 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 Pasco County or other appropriate entities.

(3) As stated in ADA, it is not anticipated that hazardous or toxic waste will be generated by the project. However, the applicants/developers or their designee shall advise businesses within the project of applicable statutes and regulations regarding hazardous waste and materials, including those listed in Rule 9J-2.044, FAC.

(4) Solid-waste recycling shall be given a high priority, and a specific plan shall be submitted to and approved by Pasco County to maximize solid-waste recycling for all phases of and all types of development within the LONG LAKE RANCH DRI.

l. Energy:

(1) All LONG LAKE RANCH DRI tenants, businesses, and residents in the project shall be encouraged to:

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

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

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

(d) Institute recycling programs.

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

m. Transportation:

(1) Phase 1 Extension and Phase 2 Approval: Specific approval is hereby granted for the development of Phases 1 and 2 of the LONG LAKE RANCH DRI as defined herein, subject to the conditions outlined herein. Specific approval for Phase 1 was provided in the original DO; however, the build-out date for Phase 1 is extended through November 30, 2015.

(2) Required Improvements: The applicants/developers shall be responsible for construction of the transportation improvements for the project as described in Table 2 below (Required Improvements), unless previously constructed by others. All other access points for the project to S.R. 54 which require median openings shall be in accordance with the FDOT Access-Management approval obtained by the applicants/developers on June 25, 2008, which are reflected on Map H (Exhibit F). Nothing in this DO shall preclude the developer from obtaining approval of any other right-turn-only, access driveways, where approved by the FDOT and the County's access-management review process, for access onto S.R. 54.

TABLE 2*
PHASES 1 AND 2 REQUIRED IMPROVEMENTS

| Location | Required Improvement |
|--|--|
| Sunlake Boulevard at S.R. 54/Intersection Improvements (Main Project Entrance) | Construct Westbound, Dual, Left-Turn Lane; Eastbound, Right-Turn Lane; and Northbound, Left- and Right-Turn Lanes. Signalize when warranted by MUTCD. |
| S.R. 54 at the East Frontage Road/Intersection Improvements (Secondary Project Entrance) | Construct Westbound, Left-Turn Lane; Eastbound, Right-Turn Lane; and Northbound, Left- and Right-Turn Lanes. |
| Sunlake Boulevard Segment | Construct four (4) lanes, divided from S.R. 54 south to a taper point north of the Pasco County-Hillsborough County boundary line, then tapering to two (2) lanes and connecting to the existing terminus of Sunlake Boulevard in Hillsborough County. |

*Required Improvements listed in Table 2 above correlate to the transportation requirements specified in the related, revised DA for DRI No. 247, LONG LAKE RANCH, incident to the approval of the NOPC.

(3) Completion of Required Improvements: In the event the applicants/developers (or FDOT) have not constructed the Required Improvements set forth in Table 2 by the deadlines set forth in the revised DA for the LONG LAKE RANCH DRI, no further plat(s) nor any further Building Permits shall be issued by the County, until such Required Improvements are made. Nothing herein shall preclude the construction of horizontal site development, infrastructure, or roadways within the LONG LAKE RANCH DRI.

In addition, the DRI entitlements allocated to Parcels A and B, as depicted on Exhibit H, shall not be divested and shall have the right to Building Permits pursuant to standard LDC procedures.

(4) Traffic Monitoring: Prior to preliminary site plan/plat approval of fifty (50) percent of the DRI entitlements (including the already built portion), the developers shall institute an annual monitoring program and provide annual monitoring reports to Pasco County to verify that the total allowable trips are not exceeded. (The total driveway trips of a development shall not be allowed to exceed 2,924 inbound and 3,745 outbound p.m. peak-hour trips, for a total of 6,669 p.m. peak-hour trips, which included 596 pass-by and 1,334 internal trips.) The monitoring program shall be in accordance with the following:

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

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

(c) Traffic field counts shall be no older than sixty (60) days from the date of the Biennial Report.

(5) Designated Transportation Mitigation Pipeline Project(s): The Required Improvements set forth in Table 2 above and which are more specifically delineated in the related DA for Long Lake Ranch DRI No. 247 have been accepted as the designated transportation mitigation pipeline project(s) for Phases 1 and 2, collectively. Pursuant to the DA and this DO, Amprop General Investments, LLC, as the pipeline provider, shall receive the full DRI proportionate-share credit in the amount of Twenty-Four Million Sixty-Six Thousand Six Hundred Nine and 00/100 Dollars (\$24,066,609.00), as set forth in Table 3 below, for the provision of the Required Improvements (the "Amprop Credit"). This amount is all-inclusive for all rights-of-way, mitigation, retention areas, design, permitting, construction, and inspection for the Required Improvements.

(a) EC Entitlement/Amprop Credit for Parcel C: In the event the developer, its successors, assigns, or other end-user (End-user) converts any EC (Employment Center) office or hotel entitlements as defined in Section 4d, above, to retail (that is not a retail use restricted to one (1) story of a multistory building, which conversion is permitted), residential, or hotel that does not have on-site conference and catering facilities within twenty (20) years after the applicable entitlement received a Certificate of Occupancy, the End-user shall i) pay to the County its pro rata share of the Amprop Credit, ii) identify and construct a mitigation pipeline project acceptable to the County and equivalent to the pro rata share, or iii) otherwise demonstrate compliance with the County's transportation concurrency requirements. The End-

user shall not be allowed to use any portion of the Amprop excess proportionate-share credit amount (see Section 5.m.(7), below), unless Amprop or its successor or assign makes a direct, written assignment authorizing such use of its Amprop excess proportionate-share credit. Such twenty (20) year provision shall survive the expiration date of this DO. The conversion from EC Entitlements to TC Entitlements shall not be subject to the foregoing EC (Employment Center) conversion restriction and retail uses and/or multifamily units in Parcel C that are developed as TC Entitlements, pursuant to Section 4.d above, shall receive proportionate-share credits. The developer shall record a notice of this DO, in accordance with Florida law, upon the effective date of this DO to put subsequent property owners and End-users on notice of the existence of the DO. In addition, the developer shall record against each parcel within the DRI which the developer conveys to an End-user for EC (Employment Center) office or hotel use, a private, restrictive covenant ("private use restriction") which evidences the foregoing conversion restriction and associated End-user obligation as an encumbrance against such particular parcel, names the County as a third party beneficiary of such provision, and provides the County and developer with specific enforcement rights with respect thereto. The developer shall obtain the County Attorney's prior approval to the form of private use restriction, which approval shall not be unreasonably withheld; and once approved, the developer shall be entitled to use such private use restriction for each such parcel without the County's further approval. The private use restriction may be set forth in a declaration of restrictions that contains other provisions as the developer may elect. The developer shall forward a copy of the recorded notice of the DO to the County prior to the first preliminary plan approval and each private use restriction upon recording the same. The developer shall not be required to record a private-use restriction against Parcel A or B.

(b) The County shall address the proportionate-share obligation for compliant EC Entitlements through the application of Transportation Impact Fees (TIF) or other revenue sources toward parallel facility or mobility improvements in Pasco County that benefit the impacted facilities set forth in Exhibit G as determined by the County. Failure to develop any portion of the EC Entitlements in accordance with the requirements of this DO or any violation of the EC (Employment Center) conversion restriction set forth above shall require i) payment to the County of its pro rata share of the Amprop Credit, ii) identification and construction of a mitigation pipeline project acceptable to the County and equivalent to the pro rata share, or iii) otherwise demonstrate compliance with the County's transportation concurrency requirements. Such payments, if applicable, shall be adjusted by the most recent construction and right-of-way indices as adopted by the County TIF Ordinance, as amended. Such payment shall be utilized for parallel facility or mobility improvements in Pasco County that benefit the impacted facilities set forth in Exhibit G as determined by the County. The conversion of EC Entitlements to TC Entitlements shall not require the foregoing pro rata payment.

(6) Proportionate-Share Obligation and Apportionment: Table 4 below sets forth the DRI proportionate-share obligation attributable to the specific approval of the Phase 2 entitlements, pursuant to the NOPC, with said obligation allocated to the various categories of entitlements. As set forth in Table 4, Amprop General Investments, LLC, and its successors and assigns shall be responsible for Twenty-Four Million Seven Hundred Thirty-Seven Thousand One Hundred Ninety and 00/100 Dollars (\$24,737,190.00) of the aggregate, proportionate-share obligation for the Phase 2 non-EC Entitlements (the "Amprop Share"). The County shall be responsible for the remainder of the DRI proportionate-share obligation for the EC Entitlements as reflected in Table 4. No DRI proportionate-share obligation is incurred for the statutory extension of the build-out date for the previously approved Phase 1 entitlements; however, the County's concurrency-related requirements for the Phase 1 extension and the specific approval of the Phase 2 entitlements are addressed in the revised DA. In recognition that the designated pipeline project and resulting Amprop Credit does not fully satisfy the Amprop Share and that the shortfall is less than the impact fees that would be due for the retail and multifamily entitlements within Parcel C that are not EC or TC Entitlements, the developer of Parcel C shall pay impact fees for such entitlements instead of paying the shortfall in the difference between the Amprop Share and the Amprop Credit.

(7) Excess Proportionate-Share Credits: To the extent the Amprop Credit exceeds the Amprop Share for its DRI proportionate-share obligation, Amprop General Investments, LLC, shall have an excess DRI proportionate-share credit amount, which shall be applied against any future, additional, DRI proportionate-share obligation which might arise from the conversion or exchange of EC Entitlements to non-EC Entitlements, non-TC Entitlements, or from the extension of the build-out date for non-EC Entitlements or non-TC Entitlements within the Amprop parcel(s).

(8) Impact Fee Credits: Any County impact fee credits for the Required Improvements shall be governed by the related DA.

(9) All improvements described herein, where applicable, shall be included in the schedule of capital improvements in the Comprehensive Plan if they are not already in the schedule.

TABLE 3
PROPORTIONATE-SHARE CREDIT AMOUNTS
FOR REQUIRED IMPROVEMENTS

| Improvement | Credit Amount |
|--|-----------------|
| Sunlake Boulevard, new four (4) lanes from S.R. 54 to Pasco County line (1.5 miles). | \$21,736,214.00 |
| Sunlake Boulevard, new two (2) lanes from Pasco County line to existing terminus in Hillsborough County. | 2,330,395.00 |
| Total Amprop Credit | \$24,066,609.00 |

TABLE 4
DRI PROPORTIONATE-SHARE OBLIGATIONS

| | |
|---|-----------------|
| 225,000 Square Feet of Retail (Phase 2) | \$16,474,458.00 |
| 630 Multifamily Units (Phase 2) | 8,262,732.00 |
| Total | \$24,737,190.00 |
| *The difference between the total Amprop credit and the Table 4 total shall be satisfied through the payment of TIFs pursuant to Section 5.m(6) of this DO. | |

n. Air Quality:

Best Management Practices as identified in the ADA and the NOPC shall be employed during site preparation and construction to minimize air-quality impacts.

o. Health Care/Police/Fire:

Pasco County shall provide fire, police, and EMS service to the development. The applicants/developers shall be required to pay impact fees for such services at such time as the County adopts an impact-fee ordinance for any or all of such services.

p. Housing:

The applicants/developers previously completed an affordable housing assessment for the nonresidential component of the LONG LAKE RANCH DRI and determined that the existing housing supply was adequate to meet the anticipated demand for very low-, low-, and moderate-income, housing units for development of all planned commercial and office uses.

q. General Conditions:

(1) Amprop General Investments, LLC, shall be the developer of record for Parcels A, B, C, and D, as depicted on Exhibit H, and Long Lake Ranch, LLC, shall be the developer of record for the remainder of Long Lake Ranch DRI. Each developer shall be responsible, respectively, for the portions of the DRI project to which each developer holds legal, record title, except only as set forth in the revised DA. With respect to any reporting, monitoring, plan, or other performance condition or requirement, each developer shall be responsible to the extent that such requirement is applicable to their respective ownership portion(s) of the project, except only as otherwise provided in the DA. Should either of the applicants/developers divest itself of all interest in the project prior to the expiration of this DO, such developer shall designate the successor entity to be responsible for preparation of its portion of the information for the Biennial Report, which designation shall be effective upon notification and consent by the County.

(2) In addition to the MPUD Master Planned Unit Development conditions of approval, the developers shall comply with all Pasco County ordinances, including all impact fee ordinances, unless any of the same are expressly waived by Pasco County.

(3) In the event ordinances/resolutions are subsequently adopted by the Board of County Commissioners including, but not limited to, solid waste, public safety, or wildlife ordinances, the owners/developers shall be required to comply with such ordinances/resolutions.

(4) If the applicants/developers or any of the owners desire to abandon any part or all of this DRI, they must do so pursuant to Rule 9J-2.0251, FAC (Abandonment of Developer Orders), as amended.

6. **PROCEDURES**

a. Biennial Reports:

(1) Monitoring of the LONG LAKE RANCH DRI by the County shall be the responsibility of the County Administrator or his designee.

(2) Amprop General Investments, LLC, and Long Lake Ranch, LLC, as applicable, shall provide a unified Biennial Report on the required form to the Pasco County Development Services Branch, TBRPC, and FDCA on the anniversary date of final adoption of this DO every two (2) years during the term of this DO. The contents of the Biennial Report shall meet the requirements of Section 380.06(18), F.S., and shall include all additional data and information as required in this DO. Amprop General Investments, LLC; Long Lake Ranch, LLC; and Roy Nicholas Geraci, Jr., shall provide the information and data pertinent to their respective ownership portions within the DRI within the unified report.

(3) If the Biennial Report is not submitted within thirty (30) days after the due date, Pasco County shall notify the applicable developers/owners and shall declare their portion of the project not to be in compliance with DO. Should the report not be submitted within thirty (30) days after such notification, all ongoing development activity, further issuance of Building Permits, and extension of services to such portion(s) of the project shall cease immediately (other than for Parcel A or B of the DRI as depicted on Exhibit H) pursuant to Section 380.06(17), F.S., as amended until a public hearing has been held, pursuant to Section 380.06(19), F.S., as amended to determine if a substantial deviation has occurred.

(4) In addition to the required elements of the Biennial Report, the applicants/developers shall include:

(a) The cumulative number of square feet or units approved to utilize the land-use tradeoff mechanism, including the number of square feet or units changing.

(b) The cumulative number of units (by type and square feet of retail and office) with site-plan approval.

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

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

(e) A list of DRI/DO conditions of approval and whether said conditions have been met by the applicants/developers.

(f) A status of construction of the Table 2 Required Improvements.

(g) Applicable transportation-monitoring data.

(5) The applicants/developers may not assign the obligation to submit the report or any part thereof without the consent of TBRPC and the County Administrator or his designee.

b. Amendments/Substantial Deviations:

Proposed changes to this DO are subject to review pursuant to the terms of this DO and provisions of Section 380.06(19), F.S., as amended prior to implementation of such changes. Application to amend any provision of this DO shall be made on the required form (Notice of a Proposed Change to a Previously Approved DRI) and shall be provided by the applicants/developers to TBRPC, FDCA, and Pasco County.

c. Notice of Adoption:

(1) A Notice of Adoption of this resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), F.S., as amended.

(2) The Clerk of the Circuit Court, Secretarial Services, for the Board of County Commissioners shall return eight (8) signed and certified copies of this DO, including all exhibits, and Notice of Adoption to the Pasco County Development Services Branch. The Pasco County Development Services Branch shall then send out the copies of each document to FDCA, TBRPC, and to the attorneys of record of these proceedings.

d. 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, clause, or other provision and shall not be affected by such holding.

DONE AND RESOLVED this 25th day of November, 2008.

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA



Paula L. Onil
JED PITTMAN, CLERK

Jack Mariano
JACK MARIANO - CHAIRMAN

APPROVED

NOV 25 2008

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGE(S) 1-41 OF 1-41 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS
5th DECEMBER 2008
JED PITTMAN, CLERK TO THE BOARD
BY *Beverly Rasmussen*

EXHIBITS

- A. Original ADA* and its Sufficiency Responses*, NOPC and its Sufficiency Responses*
- B. TBRPC DRI Final Report*, TBRPC Draft NOPC Report
- C. Legal Description
- D. Applicants'/Developers' Commitment
- E. Land use Equivalency Matrix
- F. Map H
- G. Proportionate-Share Table
- H. Land Use Information Map

*Incorporated by Reference into this DO

Long Lake Ranch DRI
Amended and Restated Development Order

Exhibit B

TBRPC Draft NOPC Report

Long Lake Ranch DRI
Amended and Restated Development Order

Exhibit C

Legal Description

LEGAL DESCRIPTION (PARENT TRACT):
THAT PART OF SECTIONS 27, 28, 33 AND 34, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA BEING PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE N89°17'29"W, ALONG THE SOUTH BOUNDARY OF SAID SECTION 33 FOR 4,422.23 FEET; THENCE N00°39'13"E, FOR 1,320.08 FEET; THENCE S89°17'08"E, FOR 3,105.54 FEET; THENCE N00°52'15"E, FOR 3,784.48 FEET; THENCE N00°21'58"E, FOR 1,567.07 FEET; THENCE N89°38'02"W, FOR 3,907.18 FEET; THENCE N00°23'28"E, FOR 1,071.04 FEET; THENCE N00°25'58"E, FOR 426.20 FEET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD 54 THE FOLLOWING TEN (10) COURSES: 1) N85°03'22"E, FOR 1,050.59 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 2,814.76 FEET, A CENTRAL ANGLE OF 19°00'01", AND A CHORD BEARING OF S85°26'38"E, FOR 929.15 FEET; THENCE 2) EASTERLY ALONG THE ARC FOR 933.42 FEET; THENCE 3) S75°56'38"E, FOR 2,032.00 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,959.86 FEET, A CENTRAL ANGLE OF 16°02'00", AND A CHORD BEARING OF S83°57'38"E, FOR 546.65 FEET; THENCE 4) EASTERLY ALONG THE ARC FOR 548.44 FEET; THENCE 5) N88°01'22"E, FOR 1,681.32 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,195.92 FEET, A CENTRAL ANGLE OF 33°43'00", AND A CHORD BEARING OF N71°09'52"E, FOR 693.65 FEET; THENCE 6) EASTERLY ALONG THE ARC FOR 703.76 FEET; THENCE 7) N54°18'22"E, FOR 1,191.51 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,859.86 FEET, A CENTRAL ANGLE OF 15°17'00", AND A CHORD BEARING OF N61°56'52"E, FOR 494.64 FEET; THENCE 8) NORTHEASTERLY ALONG THE ARC FOR 496.11 FEET; THENCE 9) N69°35'22"E, FOR 697.38 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 904.93 FEET, A CENTRAL ANGLE OF 20°55'05", AND A CHORD BEARING OF N80°02'55"E, FOR 328.55 FEET; THENCE 10) EASTERLY ALONG THE ARC FOR 330.38 FEET; THENCE S00°25'12"W, FOR 600.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S00°40'49"W, A RADIAL DISTANCE OF 304.93 FEET AND HAVING A CHORD BEARING OF S80°08'06"W, FOR 111.61 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 21°05'27", FOR 112.25 FEET; THENCE S69°35'22"W, FOR 697.38 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,259.86 FEET, A CENTRAL ANGLE OF 15°17'00", AND A CHORD BEARING OF S61°56'52"W, FOR 335.07 FEET; THENCE SOUTHWESTERLY ALONG THE ARC FOR 336.06 FEET; THENCE S54°18'22"W, FOR 422.31 FEET; THENCE S23°46'28"E, FOR 119.66 FEET; THENCE S28°31'20"E, FOR 146.68 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S68°16'52"W, A RADIAL DISTANCE OF 568.22 FEET AND HAVING A CHORD BEARING OF S00°36'59"E, 409.16 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 42°12'18", FOR 418.56 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N62°58'31"W, A RADIAL DISTANCE OF 1,884.36 FEET AND HAVING A CHORD BEARING OF S33°05'52"W, 398.73 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 12°08'47", FOR 399.47 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S50°10'09"E, A RADIAL DISTANCE OF 111.45 FEET AND HAVING A CHORD BEARING OF S05°35'56"E, 158.78 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 90°51'33", FOR 176.73 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S40°29'09"W, A RADIAL DISTANCE OF 266.92 FEET AND HAVING A CHORD BEARING OF S30°08'21"W, 525.16 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 159°18'23", FOR 742.15 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS

POINT LIES S06°16'32"E, A RADIAL DISTANCE OF 514.61 FEET AND HAVING A CHORD BEARING OF S32°39'27"W, 800.62 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 102°08'04", FOR 917.34 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N81°04'54"E, A RADIAL DISTANCE OF 367.98 FEET AND HAVING A CHORD BEARING OF S43°13'49"E, 414.86 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 68°37'28", FOR 440.74 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S42°46'00"W, A RADIAL DISTANCE OF 1,393.27 FEET AND HAVING A CHORD BEARING OF S40°22'27"E, 332.78 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 13°43'04", FOR 333.58 FEET; THENCE S52°17'57"W, FOR 247.69 FEET; THENCE S76°38'38"W, FOR 376.79 FEET; THENCE S37°14'07"W, FOR 725.77 FEET; THENCE S00°48'12"W, FOR 1,707.95 FEET; THENCE S89°40'47"E, FOR 1,992.95 FEET; THENCE N45°25'45"E, FOR 468.07 FEET; THENCE N00°36'35"E, FOR 900.75 FEET; THENCE S89°36'51"E, FOR 1,650.98 FEET; THENCE S00°23'07"W, ALONG THE EAST BOUNDARY OF SAID SECTION 34, FOR 1,228.07 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 34; THENCE N89°30'42"W, FOR 18.93 FEET; THENCE S00°29'18"W, ALONG THE WEST OCCUPIED RIGHT-OF-WAY BOUNDARY OF HIDEWAY LANE, FOR 2,284.90 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S87°38'02"E, A RADIAL DISTANCE OF 76.12 FEET AND HAVING A CHORD BEARING OF S21°14'18"E, 60.96 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 47°12'32", FOR 62.72 FEET; THENCE S00°23'57"W, FOR 296.72 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE N89°02'48"W, ALONG THE SOUTH BOUNDARY OF SAID SECTION 34 FOR 5,328.39 FEET TO THE POINT OF BEGINNING. CONTAINING 46,996,180 SQUARE FEET OR 1,078.884 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING THREE PARCELS:

PARCEL 124

PART A FEE SIMPLE RIGHT OF WAY

A PARCEL OF LAND BEING A PORTION OF SECTIONS 27 AND 28, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A 25 MILLIMETER (1") PINCHED IRON PIPE MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA; THENCE N 00°28'24"E, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, A DISTANCE OF 127.632 METERS (418.74 FEET) TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 54; THENCE N 85°02'42"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 24.494 METERS (80.36 FEET) TO THE EAST LINE OF THE WEST 80 FEET OF SAID NORTHWEST 1/4 OF SECTION 28 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING SIX COURSES: (1) N 85°02'42"E, A DISTANCE OF 320.131 METERS (1050.30 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 857.949 METERS (2814.79 FEET); (2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 284.249 METERS (932.57 FEET), THROUGH A CENTRAL ANGLE OF 18°58'58", A CHORD DISTANCE OF 282.951 METERS (928.32 FEET) AND A CHORD BEARING OF S 85°27'49"E TO THE POINT OF TANGENCY; (3) S 75°58'20"E, A DISTANCE OF 619.833 METERS (2033.57 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 597.366 METERS (1959.86 FEET); (4) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 166.960 METERS (547.77 FEET), THROUGH A CENTRAL ANGLE OF 16°00'50", A CHORD

DISTANCE OF 166.417 METERS (545.99 FEET) AND A CHORD BEARING OF S 83°58'45"E TO THE POINT OF TANGENCY; (5) N 88°00'50"E, A DISTANCE OF 512.502 METERS (1681.43 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 364.519 METERS (1195.93 FEET); (6) NORTHEASTERLY ALONG THE ARC OF SAID CURVE 204.583 METERS (671.20 FEET), THROUGH A CENTRAL ANGLE OF 32°09'24", A CHORD DISTANCE OF 201.908 METERS (662.43 FEET) AND A CHORD BEARING OF N 71°56'08"E TO A POINT OF CUSP AND A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 911.189 METERS (2989.46 FEET); THENCE LEAVING SAID LINE AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 784.697 METERS (2574.46 FEET), THROUGH A CENTRAL ANGLE OF 49°20'31", A CHORD DISTANCE OF 760.672 METERS (2495.64 FEET) AND A CHORD BEARING OF S 79°21'33"W TO THE POINT OF TANGENCY; THENCE N 75°58'11"W, A DISTANCE OF 733.949 METERS (2407.96 FEET) TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 835.189 METERS (2740.12 FEET); THENCE NORTHWESTERLY ALONG SAID CURVE 261.410 METERS (857.64 FEET), THROUGH A CENTRAL ANGLE OF 17°56'00", A CHORD DISTANCE OF 260.345 METERS (854.15 FEET) AND A CHORD BEARING OF N 84°56'11"W TO THE POINT OF TANGENCY; THENCE S 86°05'49"W, A DISTANCE OF 354.222 METERS (1162.14 FEET) TO THE EAST LINE OF THE WEST 80 FEET OF SAID NORTHWEST 1/4 OF SECTION 28; THENCE N 00°28'24"E, ALONG SAID EAST LINE, A DISTANCE OF 45.714 METERS (149.98 FEET) TO THE SAID POINT OF BEGINNING.

CONTAINING 11.1063 HECTARES (27.444 ACRES), MORE OR LESS.

PART B

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 19 MILLIMETER (3/4") IRON PIPE MARKING THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, N 89°31'09"W, A DISTANCE OF 404.162 METERS (1325.99 FEET) TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 27, N 00°28'38"E, A DISTANCE OF 437.315 METERS (1434.76 FEET) TO THE POINT OF BEGINNING AND A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 460.959 METERS (1512.33 FEET); THENCE LEAVING SAID LINE AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE 60.067 METERS (197.07 FEET), THROUGH A CENTRAL ANGLE OF 07°27'58", A CHORD DISTANCE OF 60.024 METERS (196.93 FEET) AND A CHORD BEARING OF N 85°37'37"W TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 54 AND A POINT OF CUSP WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 269.699 METERS (884.84 FEET); THENCE ALONG SAID LINE AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE 60.341 METERS (197.97 FEET), THROUGH A CENTRAL ANGLE OF 12°49'09", A CHORD DISTANCE OF 60.215 METERS (197.56 FEET) AND A CHORD BEARING OF N 84°28'48"E TO THE AFOREMENTIONED EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, THENCE ALONG SAID LINE, S 00°28'38"W, A DISTANCE OF 10.369 METERS (34.02 FEET) TO THE POINT OF BEGINNING.

CONTAINING 339.1 SQUARE METERS (3,650 SQUARE FEET), MORE OR LESS.

AND

PART C FEE SIMPLE RIGHT OF WAY

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 25 MILLIMETER (1") PINCHED IRON PIPE MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, N 00°28'24"E, A DISTANCE OF 127.632 METERS (418.74 FEET) TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 54; THENCE N 85°02'42"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 24.494 METERS (80.36 FEET) TO THE EAST LINE OF THE WEST 80 FEET OF SAID NORTHWEST 1/4 OF SECTION 28; THENCE S 00°28'24"W, ALONG SAID EAST LINE, A DISTANCE OF 115.363 METERS (378.49 FEET) TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°28'24"W, ALONG SAID EAST LINE, A DISTANCE OF 14.541 METERS (47.71 FEET) TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 28; THENCE S 00°23'33"W, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 300.180 METERS (984.84 FEET); THENCE S 88°51'10"E, A DISTANCE OF 210.413 METERS (690.33 FEET); THENCE N 67°44'33" E, A DISTANCE OF 16.081 METERS (52.76 FEET); THENCE N 26°01'18" E, A DISTANCE OF 11.217 METERS (36.80 FEET); THENCE N 42°16'05" E, A DISTANCE OF 8.322 METERS (27.30 FEET); THENCE S 89°26'49" E, A DISTANCE OF 10.713 METERS (35.15 FEET); THENCE S 65°47'11" E, A DISTANCE OF 4.456 METERS (14.62 FEET); THENCE N 48°48'13" E, A DISTANCE OF 12.439 METERS (40.81 FEET); THENCE N 06°51'36" E, A DISTANCE OF 7.693 METERS (25.24 FEET); THENCE N 29°45'49" W, A DISTANCE OF 18.281 METERS (59.98 FEET); THENCE N 30°17'47" E, A DISTANCE OF 7.018 METERS (23.03 FEET); THENCE N 08°03'14" W, A DISTANCE OF 23.772 METERS (77.99 FEET); THENCE N 09°21'03" E, A DISTANCE OF 26.108 METERS (85.66 FEET); THENCE N 44°54'31" E, A DISTANCE OF 17.620 METERS (57.81 FEET); THENCE N 75°13'44" E, A DISTANCE OF 15.519 METERS (50.92 FEET); THENCE S 87°14'49" E, A DISTANCE OF 34.354 METERS (112.71 FEET); THENCE N 62°52'18" E, A DISTANCE OF 12.191 METERS (40.00 FEET); THENCE N 36°09'56" E, A DISTANCE OF 16.539 METERS (54.26 FEET); THENCE N 61°00'54" E, A DISTANCE OF 12.528 METERS (41.10 FEET); THENCE N 11°14'11" E, A DISTANCE OF 19.902 METERS (65.29 FEET); THENCE N 28°42'52" W, A DISTANCE OF 55.659 METERS (182.61 FEET); THENCE N 33°48'40" W, A DISTANCE OF 34.811 METERS (114.21 FEET); THENCE N 14°48'46" W, A DISTANCE OF 12.489 METERS (40.97 FEET); THENCE N 45°05'30" W, A DISTANCE OF 16.244 METERS (53.29 FEET); THENCE S 86°05'49" W, A DISTANCE OF 205.668 METERS (674.76 FEET); THENCE N 52°42'43" W, A DISTANCE OF 107.131 METERS (351.48 FEET) TO THE SAID POINT OF BEGINNING.

PART 'C' CONTAINING 7.8191 HECTARES (19.321 ACRES), MORE OR LESS.

CONTAINING 1,032.035 NET ACRES MORE OR LESS.

Long Lake Ranch DRI
Amended and Restated Development Order

Exhibit D

Applicants'/Developers' Commitments

**SECTION III - DEVELOPER COMMITMENTS
DRI #247 - LONG LAKE RANCH
PASCO COUNTY**

The following commitments have been made by, or on behalf of, the applicant in the Application for Development Approval (ADA), the First Sufficiency Response (SR1) or the Second Sufficiency Response (SR2):

DEVELOPMENT INFORMATION

The property owners have ownership interests in property in Hillsborough and Pasco County within a half-mile of the subject property. These parcels are not subject to a common plan of development, are not subject to a common development effort, are not the subject of a common master plan, do not have voluntary shared infrastructure and do not have common advertising or promotion. Therefore, these parcels have not been included as a component of this ADA (ADA/Page 4-1). These land holdings are described in SR1/Page 4-1.

MAPS

1. An upland habitat protection area is set aside for the Sherman's Fox Squirrel. Although ground cover was removed in these areas, the overstory vegetation remains and the intent of the preserve has not been compromised, with respect to the habitat of the species for which is being preserved. (SR1/Page 9-7)
2. Transit stops will be identified in site plans at such time as Pasco County provides public transit service to the area. Pedestrian ways will be delineated in site plans and will abut the proposed site roadways. (SR2/Page 9-4)

GENERAL

1. The previously permitted and legally vested active sand mine on the site is expected to cease operation prior to development of residential, commercial or office uses. After completion of mining operations, the (39-acre) portion of the site will be converted to a wetland mitigation area. (ADA/Page 10-1)
2. In the areas of the site which constitute the immediate watersheds for Lake Mary Lou and Long Lake, wetland edges will be maintained and enhanced. (ADA/Page 10-2)
3. Rehydration of previously-dewatered wetlands will be considered as an environmental mitigation strategy. (ADA/Page 10-2)
4. In pre-development condition, Long Lake Ranch has 314.3 acres of wetlands. Post-development, the amount of wetlands on-site will increase. (ADA/Pages 10-7 & 10-9)

5. Wetlands surrounding Long Lake and Mary Lou Lake will be retained to serve as buffers and enhance water quality. (ADA/Pages 10-7 & 10-9)
6. The source of water will be assured by interlocal agreements implemented by Tampa Bay Water. (ADA/Page 10-10)
7. Stormwater alternatives will be evaluated throughout the permitting process and alternatives will be pursued to manage stormwater as a regional resource. (ADA/Page 10-10)
8. On-site wetlands will be addressed through a comprehensive strategy which: retains viable wetland communities, enhances stressed wetlands and mitigates for wetlands which are altered. (ADA/Page 10-10)
9. The proposed development seeks to avoid and minimize wetland impacts. Unavoidable impacts to wetlands will be mitigated by a variety of options including creation, restoration and conservation. (ADA/Page 10-14)
10. It is the applicant's intent to seek opportunities within the design to help restore the degraded hydrology of the site by using isolated wetlands for stormwater treatment. (ADA/Page 10-14)
11. Water conservation will be encouraged; when available, reclaimed water will be used for irrigation. (SR1/Page 10-8)
12. Regionally significant natural resource locations indicated in the TBRPC map will be field verified and their true extent will be determined through site-specific investigation. These resources will be protected through site planning and permitting (SR1/Page 10-9). [Developer clarification: *Field verification and extent determination have been accomplished.*]
13. Existing mining operations are expected to conclude prior to initiation of development authorized by the Development Order. All development will conform to relevant setback and zoning regulations, if mining is ongoing after DRI and rezoning approval. (SR2/Page 10-1)
14. (In regard to the Public Facility Impacts of Transportation, Wastewater, Potable Water, Recreation and Open Space and Education)... Not evaluated, Only Phase I approval is being sought. (SR2/Table 10-5 Revised)
15. A (contiguous upland) preservation area is being set aside as habitat for fox squirrels (as depicted on revised Map F). Some understory vegetation has been cleared, which enhances the squirrel habitat. Overstory vegetation is intended to remain and continue to provide habitat for fox squirrel population. (SR2/Page 10-4)

VEGETATION, WILDLIFE AND WETLANDS

1. Many of the existing pine trees on the Long Lake Ranch tract will be protected in the post-development stage in wetland buffers and some of the most desirable habitat has been set aside in the upland/wetland protection areas of the site plan. (ADA/Page 12-6)
2. There will be no effort to further drain the site by way of off-site conveyance at lowered flow inverts. (ADA/Page 13-2)

WATER QUALITY AND STORMWATER MANAGEMENT

1. Accepted engineering practices will be utilized within on-site retention, detention, and filtration stormwater management facilities. Drainage swales will also provide for filtration of pollutants prior to discharge in stormwater management ponds. Wetland buffers will be provided as well as the maintenance of acceptable hydroperiods. Impact areas will be minimized to the greatest extent possible. On-site surface waters within Long Lake Ranch will be protected from construction impacts by various measures, including the use of staked hay bales and silt screen fences, reducing both erosion and sediment transport into wetland areas. (ADA/Page 14-3)
2. The 24-hour, 25-year peak discharge rate from system outfalls will be regulated by water control structures that will limit the post-development discharge to the pre-development rate. Where stormwater is routed through an isolated wetland system, a sedimentation basin will be provided on the upstream side of the isolated system. Where lakes or ponds are to be constructed adjacent to isolated systems, littoral zone areas, as well as deeper sump areas, will be constructed as part of the new system. Where new wetland systems are to be created, it shall include the construction of a littoral zone that presents a suitable environment for establishment of suitable native aquatic vegetation and this will provide biological treatment to maintain water quality. (ADA/Page 19-2)
3. The drainage system that is proposed for each individual development area will regulate the volume and capacity of runoff so that no increase in the rate of discharge from the existing condition will occur following development of each development area. (ADA/Page 19-3)
4. The developer and/or his assigns, including possible purchasers of individual development tracts, will assume the responsibilities to manage the system at full development. (ADA/Page 19-3)
5. A thorough geotechnical investigation will be undertaken prior to commencing development activities, including borings to locate or determine the absence of linerrock or confining layers within proposed lakes, ponds, or other excavations on the site. Material containing greater than 30 percent fine sediments will remain in place within ponds and/or lakes and will not be excavated unless specifically approved by SWFWMD. (SR1/Page 14-1)
6. Water levels within existing/proposed borrow pits and/or ponds will be incorporated into the stormwater management system for the site and will receive stormwater discharge for stormwater detention/retention purposes prior to discharge from the site. (SR1/Page 14-2)

7. The applicant will utilize a geotechnical consultant and surveyor to adequately document confining layers and limestone in all proposed lake locations. Then, during construction, the geotechnical consultant will observe the excavation while it is in progress and, should the above-mentioned clay or limestone layers be encountered, he will advise that the contractor stop digging at those locations. (SR2/Page 14-5)

SOILS

Buildings will be constructed on compacted fill material, with habitable structures sufficiently elevated to be at or above the determined 100-year flood elevation. (ADA/Page 15-1)

FLOODPLAINS

There should be no increase in off-site flooding due to the development of Long Lake Ranch. (ADA/Page 16-1)

WATER SUPPLY

1. The developers of the Long Lake Ranch community will practice water conservation in both residential and non-residential development. Xeriscaped lawns and common areas will be encouraged throughout the project to reduce the demand for non-potable water. (ADA/Page 17-4)
2. Water conservation will be encouraged; when available, reclaimed water will be used for irrigation. (SR1/Page 10-8)

WASTEWATER MANAGEMENT

Septic tanks are not planned for permanent use in Long Lake Ranch. (ADA/Page 18-2)

TRANSPORTATION

1. As requested by Hillsborough County, this (Lutz-Lake Fern Road) roadway is not included for regional trip distribution purposes in any of the analysis for Long Lake Ranch DRI. (ADA/Page 21-2)
2. All (regional) roadways within each study area shall maintain a performance standard of LOS C or D depending on the area type (urbanized, transitional or rural) a specific roadway segment is located within. (ADA/Page 21-2)
3. Opportunities to protect the surrounding transportation corridors will be available. The Applicant will cooperate with FDOT, Pasco and Hillsborough Counties to enhance the existing travel corridors in the vicinity of the site. (ADA/Page 21-10)
4. Long Lake Ranch supports transit use and will work with Pasco County or other appropriate entity to make transit service available to the site, at such time service becomes available. (ADA/Page 21-10)

AIR QUALITY

To minimize wind erosion, clearing and grubbing operations will be performed only on individual parcels of land where construction is scheduled to proceed. Measures to be employed to minimize fugitive dust will include sodding, seeding, mulching, or planting of landscape material in cleared and disturbed areas. Watering procedures will be employed as necessary to minimize fugitive dust. (ADA/Page 22-1)

POLICE AND FIRE PROTECTION

It is the applicant's intent to cooperate with Pasco County officials in locating (police and fire) facilities to serve Long Lake Ranch, to the maximum extent feasible. (ADA/Page 25-1)

RECREATION AND OPEN SPACE

1. Long Lake, located in the eastern portion of the property, is part of a wetland system which extends beyond the project boundaries. This lake and related wetland systems are intended to be preserved. Mary Lou Lake has 21 acres within the site boundary and is located west of Long Lake. This lake and abutting wetlands are intended to be preserved. (ADA/Page 26-1)
2. On-site open space facilities will be maintained by an appropriate entity, such as a Community Development District or Homeowners Association. (ADA/Page 26-1)

ENERGY

Consideration will be given to site design, building construction and landscaping for energy conservation. (SR1/Page 29-1)

HISTORICAL AND ARCHAEOLOGICAL SITES

A site survey (a/k/a cultural resource assessment) will be conducted prior to initiating development-related site clearing or ground disturbing activities (ADA/Page 30-1). Results of the survey will be transmitted to the Division of Historical Resources, Department of State. (SR1/Page 30-1)

Long Lake Ranch DRI
Amended and Restated Development Order

Exhibit E

Land Use Equivalency Matrix

EXHIBIT "E" (Revised 11/13/08)

Long Lake Ranch Land Use Trade Offs

| | To Single-Family (Units) | To Multifamily (Units) | To Hotel (Rooms) | To Office (1,000's Sq. Ft.) | To Retail (1,000's Sq. Ft.) |
|--------------------------------------|-----------------------------|---------------------------|---------------------|--------------------------------|--------------------------------|
| From Single-Family Units | - | 1.44 | N/A | N/A | N/A |
| From Multifamily Units | 0.69 | - | 0.88 | 0.42 | 0.18 |
| From Hotel (Rooms) | N/A | N/A | - | 0.48 | 0.21 |
| From Office (1,000 Sq. Ft.) | N/A | N/A | 2.09 | - | 0.44 |
| From Retail (1,000's Square Feet) | N/A | N/A | 4.77 | 2.28 | - |

Source: Long Lake Ranch NOPC Application, Table 21-5; Long Lake Ranch Notice of Proposed Change, Transportation Appendix, Appendix D. Based on trip generation rates, ITE 7th Edition

Note:

- (1) Retail, hotel and office uses may not be exchanged for residential uses.
- (2) The 625,000 sq. ft. office use allocated to Parcel A and Parcel B and 375,000 sq. ft. of office use on Parcel C (as depicted on Exhibit H) shall not be exchanged for any other land uses. The remaining 305,000 sq. ft. of office use allocated to Parcel C may be converted in accordance with the above table.
- (3) Any office or hotel use within Parcel C (as depicted on Exhibit H) which is converted to retail shall be developed in accordance with Pasco County's Towncenter standards as defined in the DO.
- (4) Total hotel rooms shall not exceed 440 rooms, in any event.
- (5) Land Use Exchanges may be subject to proportionate share payment pursuant to Section 5m(5)(a) of the DO.
- (6) Multifamily on Parcel C of Exhibit H may be exchanged to nonresidential uses.
- (7) Multifamily exchanges to Single Family shall not be allowed on Parcel C of Exhibit H.
- (8) Single Family may be exchanged to Multifamily such that the overall increase in residential units does not exceed 10%.
- (9) The Phase 1 single-family units may not be exchanged for any non-residential use.
- (10) Parcel D (as depicted on Exhibit H) shall have no vertical building uses allocated to it, nor transferred to it by exchange or otherwise.
- (11) Source: Land use exchanges based on P.M. peak hour average trip rates (ITE 7th Edition).

| | |
|-------------------------------------|------------|
| Single Family - Detached (1 unit) = | 0.75 trips |
| Multi Family (1 unit) = | 0.52 trips |
| Office (1,000 sq. ft.) = | 1.23 trips |
| Retail (1,000 sq. ft.) = | 2.82 trips |
| Hotel (1 room) = | 0.59 trips |

Example: Trade from Multifamily to Office

Trade 100 multifamily units to office
 $(100 \times .42) \times 1,000 = 42,000$ square feet of office

Long Lake Ranch DRI
Amended and Restated Development Order

Exhibit F

Map H

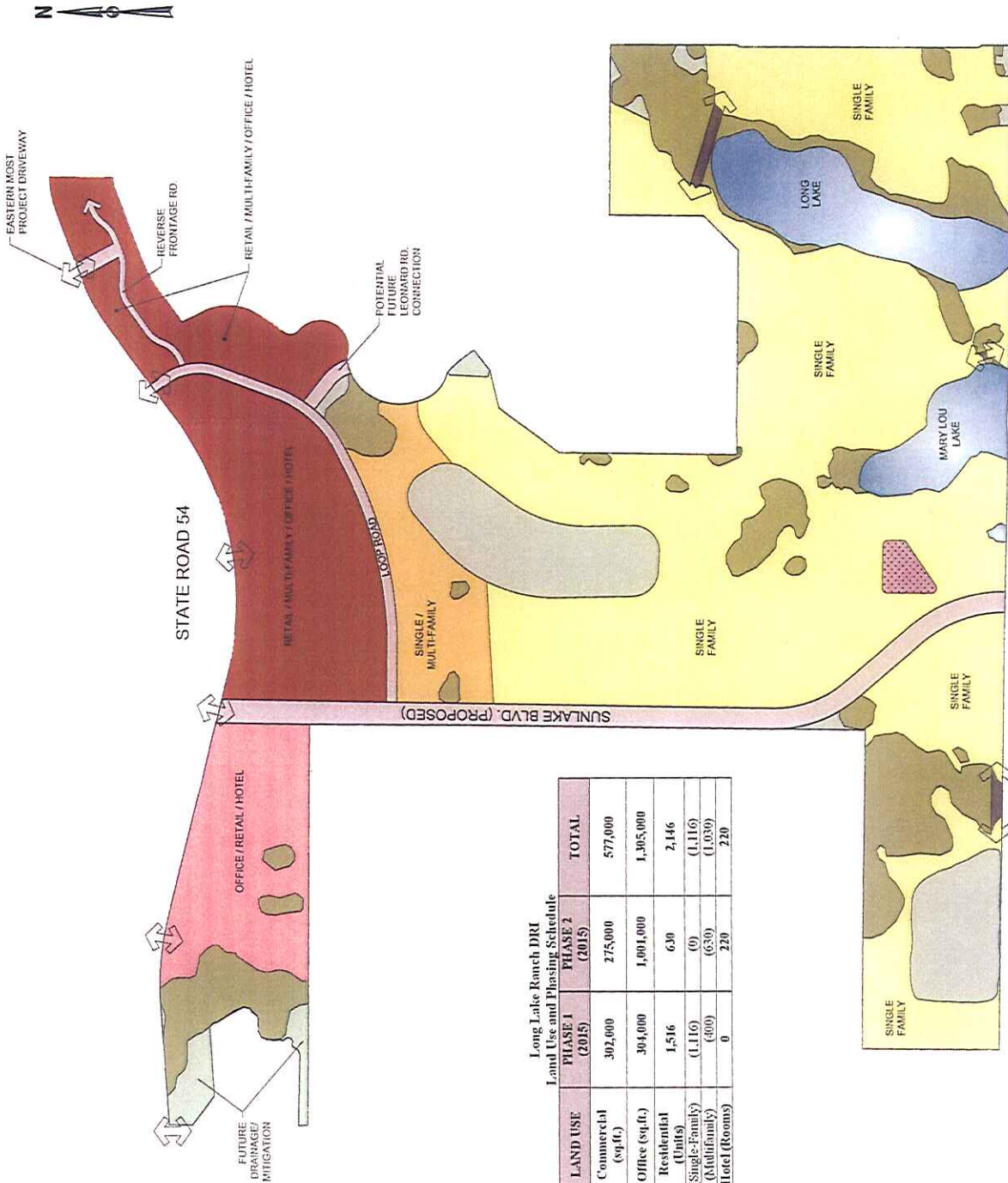
Long Lake Ranch

Revised NOPC Map H Master Development Plan

Legend

- Single Family Residential 450.9 Ac.
- Single / Multi Family Residential 43.1 Ac.
- Retail / Multifamily / Office / Hotel 142.2 Ac.
- Office / Retail / Hotel 61.7 Ac.
- Wetlands to be Protected 123.2 Ac.
- Upland Habitat Protection area 5.3 Ac
- Mitigation / Open Space 83 Ac.
- Lakes 69.3 AC.
- Roads 53.3 AC.
- Transportation Connection Conceptual Location

King
ENGINEERING ASSOCIATES, INC.
REVISED DATE 09-26-08



Long Lake Ranch DRI
Land Use and Phasing Schedule

| LAND USE | PHASE 1 (2015) | PHASE 2 (2015) | TOTAL |
|-------------------------|-------------------|-------------------|-----------|
| Commercial (sq. ft.) | 302,000 | 275,000 | 577,000 |
| Office (sq. ft.) | 304,000 | 1,001,000 | 1,305,000 |
| Residential (Units) | 1,516 | 630 | 2,146 |
| (Single-Family) | (1,116) | (0) | (1,116) |
| (Multifamily) | (400) | (630) | (1,030) |
| Hotel (Rooms) | 0 | 220 | 220 |

Long Lake Ranch DRI
Amended and Restated Development Order

Exhibit G

Proportionate-Share Table

TABLE 21-13A
LONG LAKE RANCH NOPC
PASCO COUNTY PROPORTIONATE SHARE (Cumulative Phases 1 & 2)
(Revised 10/16/08)

| Roadway | From | To | 2015 Peak Hour Project | No. Lane | PM Peak Hour Capacity Before Improvement | Required Imp | PM Peak Hour Capacity After Improvement | Percent Contribution | Length Mile | Cost/ Mile | Ref. | Proportionate Share |
|-----------------|---------------------|-------------------------|------------------------------|----------|---|-----------------|--|-------------------------|----------------|--------------|------|------------------------|
| Countyline Road | Collier PKWY | Livingston | 73 | 2UL | 1390 | 4DL | 2950 | 4.08% | 0.96 | \$8,978,562 | | \$403,237 |
| Countyline Road | Livingston | I-75 | 70 | 2UL | 1390 | 4DL | 2950 | 4.47% | 2.06 | \$8,978,562 | (5) | \$825,949 |
| S.R. 54 | Suncoast | Sunlake Blvd. | 1,096 | 4DL | 3210 | 8DL | 6640 | 31.94% | 2.75 | \$17,872,875 | (11) | \$15,700,284 |
| S.R. 54 | Sunlake Blvd. | US 41 | 1,256 | 4DL | 3210 | 8DL | 6640 | 36.63% | 2.25 | \$17,872,875 | (11) | \$14,729,203 |
| S.R. 54 | US 41 | Collier PKWY | 689 | 6DL | 4910 | 8DL | 6640 | 39.83% | 1.78 | \$33,926,800 | (8) | \$13,512,880 |
| S.R. 54 | Collier PKWY | SR 56 | 461 | 6DL | 4910 | 8DL | 6640 | 26.65% | 2.30 | \$27,543,748 | (2) | \$16,885,126 |
| C.R. 54 | S.R. 56 | Magnolia Blvd | 156 | 2UL | 1390 | 4DL | 2950 | 10.02% | 3.09 | \$40,573,756 | (12) | \$4,067,441 |
| Sunlake Blvd. | SR 54 | Pasco County Line | 998 | 0L | 0 | 4DL | 2950 | 33.84% | 1.50 | \$14,518,307 | (14) | \$7,354,557 |
| Sunlake Blvd. | Pasco County Line | (Hillsborough County | 414 | 0L | 0 | 4DL | 2950 | 14.04% | 0.22 | \$14,518,307 | (14) | \$448,451 |
| Sunlake Blvd. | County Line Rd | Existing 4 lane Roadway | 414 | 2L | 1390 | 4DL | 2950 | 26.55% | 0.6 | \$8,978,562 | (5) | \$1,430,315 |
| Sunlake Blvd. | Hillsborough County | Tower Road | 438 | 4DL | 2950 | 6DL | 4450 | 29.22% | 1.25 | \$9,850,744 | (6) | \$3,598,456 |

Source: District 7 June 2008 Transportation Costs and Detailed Concept Plan Costs
ROW costs below are estimated based on the D7 Transportation Cost: (Total construction cost - scope contingency) x 120%= ROW, CEI = 15% of Construction, Design = 15% of Construction

| Links | | | | | | | | | | | | \$78,955,900 |
|---|--|--|--------------|--|--|--|--|--|--|--|--|---------------|
| Intersections | | | | | | | | | | | | \$41,899,299 |
| Subtotal | | | | | | | | | | | | Total |
| Scope Contingency | | | | | | | | | | | | \$120,855,199 |
| (1) Add 2 lane to existing 6 lane (State Road) | | | \$2,437,500 | | | | | | | | | |
| (2) Add 2 lane to existing 6 lane (State Road) | | | \$2,437,500 | | | | | | | | | |
| (3) Add 2 lane to existing 4 lane (State Road) | | | \$2,047,546 | | | | | | | | | |
| (4) Add 2 lane to existing 2 lane (State Road) | | | \$1,866,257 | | | | | | | | | |
| (5) Add 2 lane to existing 2 lane (County Road) | | | \$634,527 | | | | | | | | | |
| (6) Add 2 lane to existing 4 lane (County Road) | | | \$696,166 | | | | | | | | | |
| (7) Add 2 lane to existing 4 lane (County Road-no ROW) | | | \$696,166 | | | | | | | | | |
| (8) SR 54 from US 41 to Collier Parkway (concept plan cost from Wiregrass DRI) | | | | | | | | | | | | |
| (9) From Bexley DRI DO, no ROW cost was considered for SR 54 section. | | | | | | | | | | | | |
| (10) Project traffic associated with both Phase 1 and Phase 2 was accounted for the proportionate share calculations. | | | | | | | | | | | | |
| (11) Add 4 lane to existing 4 lane (State Road) | | | \$2,749,673 | | | | | | | | | |
| (12) CR 54 from SR 56 to Magnolia Blvd (CIP costs for year 2008) | | | \$10,998,692 | | | | | | | | | |
| (13) New 4 lane (County Road-no ROW) | | | \$1,026,029 | | | | | | | | | |
| (14) New 4 lane (County Road) | | | \$1,026,029 | | | | | | | | | |

Long Lake Ranch DRI
Amended and Restated Development Order

Exhibit H

Land Use Information Map

Land Uses are exchangeable pursuant to the Land Use Equivalency Matrix

**NOTICE OF ADOPTION OF THE AMENDED AND RESTATED DEVELOPMENT
ORDER FOR THE LONG LAKE RANCH
DEVELOPMENT OF REGIONAL IMPACT NO. 247**

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 09-46, dated November 25, 2008, has adopted the amended and restated development order (DO) for a Development of Regional Impact known as Long Lake Ranch. The above-reverenced DO constitutes a land development regulation applicable to the property described in Exhibit "C" of the DO.

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

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

DONE AND RESOLVED this 25th day of November, 2008.



ATTEST

Paula L. O'Neil

JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

Jack Mariano
JACK MARIANO

CHAIRMAN

APPROVED

NOV 25 2008

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
SEAL OF OFFICE THIS

5th December 2008
JED PITTMAN, CLERK TO THE BOARD

Sherly Beem
D.C.



PASCO COUNTY, FLORIDA

#247
—

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 4438 5777
RETURN RECEIPT REQUESTED

August 8, 2007

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

RE: Long Lake Ranch - Development of Regional Impact (#247)
Development Agreement

Dear Mr. McDaniel:

Enclosed please find a copy of the recorded Long Lake Ranch Development of Regional Impact #247 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 July 24, 2007 and was recorded in the public records of Pasco County on August 8, 2007.

Sincerely,

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

Cynthia D. Spidell, MBA
Planner II

Enclosure

cc: Clayton Bricklemyer, Bricklemyer, Smolker and Bolves, 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
Lee Nelson, Shutts & Bowen LLP, 100 South Ashley Drive, Suite 1500, Tampa, FL 33602

Joel Tew, Tew & Associates, Prestige Professional Park, 2655 McCormick Drive,
Clearwater, FL 33759
Samuel P. Steffey II, Growth Management Administrator
David Goldstein, Senior Assistant County Attorney
Michael LaSala, Senior Planner



2007134681

Rept: 1120403 Rec: 333.00
DS: 0.00 IT: 0.00
08/08/07 Dpty Clerk

**DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND
LONG LAKE RANCH, LLC, DEVELOPER OF RECORD, FOR DEVELOPMENT OF
REGIONAL IMPACT NO. 247, LONG LAKE RANCH**

JED PITTMAN, PASCO COUNTY CLERK
08/08/07 10:54am 1 of 39
OR BK 7595 PG 1

THIS DEVELOPMENT AGREEMENT (DA) is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and Long Lake Ranch, LLC, the Developer of Record for Long Lake Ranch Development of Regional Impact (DRI) No. 247, hereinafter called "DEVELOPER."

WITNESSETH:

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

WHEREAS, on February 24, 2004, the COUNTY approved a development order (DO) with conditions for DRI No. 247 in response to an Application for Development Approval (ADA) for the DRI No. 247 on a parcel of real property in Pasco County, Florida, legally described in Exhibit C of the Long Lake Ranch DO, hereinafter called "Project," and attached hereto as Exhibit A; and

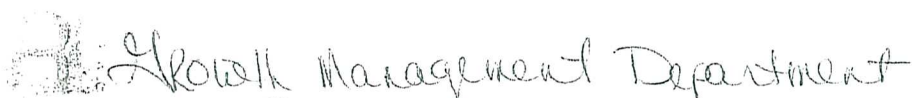
WHEREAS, the Long Lake Ranch DO requires certain intersection improvements on S.R. 54 based upon results of the transportation analysis conducted in conjunction with the ADA; and

WHEREAS, the Long Lake Ranch DO requires the DEVELOPER to enter into a DA with Pasco County for the right-of-way acquisition, design, and construction of Sunlake Boulevard prior to the first preliminary plan/preliminary site plan approval within the DRI; and

WHEREAS, the MPUD Master Planned Unit Development Conditions of Approval for the Project require approval of a DA for that portion of Sunlake Boulevard extending through the Project at or prior to the first preliminary plan/preliminary site plan approval; and

WHEREAS, the MPUD Master Planned Unit Development Conditions of Approval for the Project requires the payment for the signalization cost of S.R. 54 and Sunlake Boulevard if and when warranted in accordance with such MPUD Master Planned Unit Development Conditions of Approval and a Letter of Credit (LOC) for such signalization; and

WHEREAS, on June 21, 2007, the Development Review Committee (DRC) determined a variance from the COUNTY'S transportation corridor management requirements for S.R. 54 is not needed, as the requirements of the Right-of-Way Preservation Ordinance for S.R. 54 have been met (125-foot right-of-way exists from the centerline of S.R. 54); and


Growth Management Department
West Pasco Government Center
7530 Little Road, Suite 300
New Port Richey, FL 34654-1-
public/gm/longlake04

WHEREAS, on June 21, 2007, the DRC approved a variance from the COUNTY'S transportation corridor management requirements to vary the dedication without compensation requirement for the Sunlake Boulevard right-of-way from 142 feet to 120 feet.

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

1. WHEREAS CLAUSES

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

2. PURPOSE

It is the purpose and intent of this DA to further set forth terms and conditions of the development approval of the Project, as defined pursuant to the DO, as the same relate to the design, permitting, and construction of Sunlake Boulevard and the S.R. 54 intersection improvements required by the DO (Required Roadway Improvements). This DA is intended to define the terms and conditions of the COUNTY'S and the DEVELOPER'S participation in the Required Roadway Improvements as further defined herein. All terms and conditions of this DA shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in Exhibit A. The holders of legal title are Long Lake Ranch, LLC; Peter Adkins Geraci; Roy Nicholas Geraci, Jr.; and Geraci Family Associates, Ltd. Pursuant to Section 163.3239, F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to all such legal and equitable owners and their successors in interest.

b. Duration and Effective Date: This DA shall be for the duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this DA. The effective date of this DA shall be the date of approval of this DA by the COUNTY.

c. Development Uses of Land: On June 8, 2004, the COUNTY approved the adoption of Rezoning Petition No. 6171 to rezone the Project from an A-C Agricultural District to an MPUD Master Planned Unit Development District. Rezoning Petition No. 6171 and the DO set forth the permitted uses for the Project.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through the Required Roadway Improvements and other transportation facilities required by the Pasco County Land Development Code (LDC) and Comprehensive Plan. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines subject to a Utilities Services Agreement with the COUNTY, the MPUD Master Planned Unit Development Conditions of Approval,

and the DO. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY'S Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Code of Ordinances and the Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the DO, the MPUD Master Planned Unit Development, this DA, the COUNTY'S approved construction plans, and satisfaction of all County, State, and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations and dedications for public purposes (right[s]-of-way) shall be provided in accordance with the MPUD Master Planned Unit Development Conditions of Approval; the DO; and this DA.

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

g. Findings: The COUNTY has found that Phase 1 of the Project, as permitted and proposed, is consistent with the portions of the Comprehensive Plan applicable to the Project development approvals obtained as of the date of this DA and that Phase 1 of the Project is concurrent for transportation under Chapter 400 of the LDC through the build-out date of Phase 1, subject to the provisions of Section 5.m(5) of the DO and subject to the terms and conditions of this DA. To the extent not otherwise vested, the Project will be subject to the LDC and the Comprehensive Plan.

h. Requirements Necessary for the Public Health, Safety, and Welfare: The conditions, terms, restrictions, and other requirements determined to be necessary by the COUNTY for the public health, safety, or welfare of its citizens have been identified and included within the MPUD Master Planned Unit Development Conditions of Approval for Rezoning Petition No. 6171, the DO conditions, and this DA. In addition, the DEVELOPER shall be subject to the other applicable provisions of the LDC, Code of Ordinances, and Comprehensive Plan necessary for the public health, safety, and welfare.

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

j. Zoning and Comprehensive Plan Issues: The Comprehensive Plan Future Land Use (FLU) Map classifications for the Project are RES-3 (Residential - 3 du/ga) and ROR (Retail/Office/Residential). The zoning classification for the Project is MPUD Master Planned Unit Development. The MPUD Master Planned Unit Development zoning of the Project is consistent with the amended land use designations for the Project established in the FLU Element of the Comprehensive Plan.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a. Identification of Required Roadway Improvements: To fully mitigate the transportation impacts of Phase 1 of the Project (Required Roadway Improvements), the DO, the MPUD Master Planned Unit Development Conditions of Approval, and the Comprehensive Plan, the DEVELOPER is required to:

- (1) Design, permit, construct, and provide or acquire right-of-way (where necessary) for:
 - (a) Sunlake Boulevard as further described below.
 - (b) Certain intersection improvements as follows:
 - (i) On S.R. 54 and Sunlake Boulevard.
 - (ii) S.R. 54 and the easternmost project driveway.
- (2) Make a payment for the signalization cost of S.R. 54 and Sunlake Boulevard.
- (3) Provide or acquire right-of-way (where necessary) for Sunlake Boulevard and S.R. 54.
- (4) Provide or acquire right-of-way (where necessary) for S.R. 54.

b. Description of Required Roadway Improvements: The DEVELOPER'S and COUNTY'S respective obligations for the Required Roadway Improvements are set forth below. The construction of improvements in Paragraphs 4.b(1) and 4.b(2) below shall be completed by the DEVELOPER prior to the issuance of the first final plat, or construction plan where no plat is required, within the Project. The deadlines for Paragraphs 4.b(3) and 4.b(4) are set forth below. The DEVELOPER shall complete the construction of the Required Roadway Improvements prior to the applicable deadline for each improvement as outlined above or shall provide the COUNTY with an assurance of completion of improvement in accordance with the LDC prior to such deadline. If the assurance of completion of improvement is provided, construction must be completed prior to the issuance of the first Certificate of Occupancy (CO) within the plat or construction plan subject to the deadline, or in the case of Sunlake Boulevard, prior to the additional deadline outlined in Paragraph 4.b(4)(a) below. The DEVELOPER understands and agrees that unless specifically authorized by this DA or the Transportation Impact Fee (TIF) Ordinance, the Required Roadway Improvements pursuant to this paragraph and further described herein are not eligible for TIF credits pursuant to the TIF Ordinance as amended.

- (1) Sunlake Boulevard at S.R. 54 (Main Project Entrance). The DEVELOPER has elected to design, permit, construct, and provide or acquire right-of-way (where necessary), including all shoulders, striping, signalization, signage, medians, stormwater-drainage facilities, floodplain mitigation, wetland mitigation, guardrails, sidewalk, bike path, crosswalks and other roadway appurtenances,

all as determined by the COUNTY, the Florida Department of Transportation (FDOT), and other permitting agencies, to be necessary during the design and permitting (collectively referred to as Roadway Appurtenances) for:

- (a) The westbound, left-turn lane (on S.R. 54).
- (b) The eastbound, right-turn lane (on S.R. 54).
- (c) Northbound, left- and right-turn lanes (on Sunlake Boulevard).

The DEVELOPER agrees to coordinate design, permitting and construction of the intersection improvements pursuant to this paragraph with the developers of Bexley Ranch DRI, Sunlake Centre DRI, and Ledantec (f.k.a. Concord Station) MPUD Master Planned Unit Development as applicable.

(2) S.R. 54 at the Easternmost Project Driveway, South Side of S.R. 54 (North Side of the Project) (Secondary Project Entrance). The DEVELOPER has elected to design, permit, construct, and provide or acquire right-of-way (where necessary), including all Roadway Appurtenances for:

- (a) Westbound, left-turn lane (on S.R. 54).
- (b) Eastbound, right-turn lane (on S.R. 54).
- (c) Northbound, left- and right-turn lanes (on secondary Project road).

The DEVELOPER agrees to coordinate design, permitting, and construction of the intersection improvements pursuant to this paragraph with the developers of Bexley Ranch DRI, Sunlake Centre DRI, and Ledantec (f.k.a. Concord Station) MPUD Master Planned Unit Development as applicable.

(3) Signalization of the S.R. 54 and Sunlake Boulevard Intersection when Warranted by the Manual of Uniform Traffic Control Devices. Prior to approval of the last record plat, or anytime at the County's request, the DEVELOPER shall pay for and perform such signal warrant study. If warranted, the DEVELOPER shall pay 100 percent of the signalization cost (final cost to be determined at time of signalization construction) subject to partial reimbursement if and when the County collects the funds from the Sunlake Centre DRI, Bexley Ranch DRI, or Ledantec MPUD Master Planned Unit Development for their proportionate share of signalization. In the event no other developers participate in the construction or payment of such signalization, there shall be no reimbursement to the DEVELOPER and the DEVELOPER'S obligation shall remain at 100 percent of the signalization cost. Prior to the first record plat, or where platting is not required, prior to the approval of the first construction plan/construction site plan, the DEVELOPER shall provide an LOC acceptable to Pasco County for 125 percent of the cost of such signalization and in accordance with Section 7 of this DA.

(4) Sunlake Boulevard.

(a) Sunlake Boulevard Segment A: Prior to approval of the first record plat for the first dwelling unit, or within one (1) year of written notice by the County that S.R. 54 or the S.R. 54/U.S. 41 intersection has fallen below the adopted Level of Service (LOS) for such roadways and

intersections as determined by the COUNTY (LOS Notification), or within three (3) years of approval of this DA, whichever occurs first, the DEVELOPER shall complete design and permitting of Sunlake Boulevard from S.R. 54 to Access B2 on the Master Roadway Plan (Pinegrove Boulevard) as a four (4) lane roadway capable of expansion to six (6) lanes and shall construct such roadway as a two (2) lane, divided, urban section (offset), including all Roadway Appurtenances for six (6) lanes. The DEVELOPER shall coordinate with the developers of Bexley Ranch DRI, Sunlake Centre DRI, and Ledantec (f.k.a. Concord Station) MPUD Master Planned Unit Development as applicable to ensure that the alignment of Sunlake Boulevard at S.R. 54 matches the extension of Sunlake Boulevard to the north of S.R. 54. The DEVELOPER shall complete the construction of Sunlake Boulevard Segment A prior to the deadlines outlined above as applicable or the DEVELOPER shall provide the COUNTY with an Assurance of Completion of Improvement in accordance with the LDC prior to the first record plat for the first dwelling unit, within sixty (60) days of the LOS notification, or within two (2) years from the DA approval date, whichever occurs first. If the Assurance of Completion of Improvement is provided, construction must be completed prior to the first CO within the first record plat, within one (1) year of the LOS Notification, or within three (3) years from the approval date if this DA, whichever occurs first.

(b) Sunlake Boulevard Segment B: Prior to approval of the first record plat for the 601st dwelling unit, within one (1) year of written notice by the COUNTY that S.R. 54 or the S.R. 54/U.S. 41 intersection has fallen below the adopted LOS for such roadways and intersections as determined by the COUNTY (LOS Notification), or within three (3) years from the approval date if this DA, whichever occurs first, the DEVELOPER shall complete design and permitting of Sunlake Boulevard Segment B from Access B2 on the Master Roadway Plan (Pinegrove Boulevard) to the connection at the existing terminus of Sunlake Boulevard at the Hillsborough County county line as a four (4) lane roadway capable of expansion to six (6) lanes and shall construct such roadway as a two (2) lane, divided, urban section (offset), including all Roadway Appurtenances for six (6) lanes. The development within Phase I of the DRI shall not exceed 304,000 square feet of office, 302,000 square feet of retail, 400 multifamily units, and 1,116 single-family units until such time that a north-south road (known as Sunlake Boulevard in Pasco County) has been constructed at a minimum of two (2) lanes, with 200 feet of right-of-way within Pasco County and 124 feet of right-of-way within Hillsborough County, from S.R. 54 to the connection at the existing terminus of Sunlake Boulevard, or an alternative alignment as approved by Pasco and Hillsborough Counties that connects to North Dale Mabry Highway. If Hillsborough County cannot provide the alternative alignment at the time of the initial construction plan approval for Long Lake Ranch, then the alignment connecting to the existing Sunlake Boulevard in Hillsborough County shall be allowed. However, if the Notice of Proposed Change (NOPC) currently under COUNTY review (application submittal date of February 17, 2006) is approved by the COUNTY, then the DEVELOPER shall construct Sunlake Boulevard Segment B, from Access B2 on the

Master Roadway Plan (Pinegrove Boulevard) to the connection at the existing terminus of Sunlake Boulevard in Hillsborough County, in accordance with the deadline set forth in the first sentence of this paragraph. The DEVELOPER shall complete the construction of Sunlake Boulevard Segment B prior to the deadlines outlined above as applicable, or the DEVELOPER shall provide the COUNTY with an Assurance of Completion of Improvement in accordance with the LDC prior to the first record plat for the 601st dwelling unit, within sixty (60) days of the LOS Notification, or within two (2) years from the approval date of this DA, whichever occurs first. If the Assurance of Completion of Improvement is provided, construction must be completed prior to the first CO within the 601st record plat, within one (1) year of the LOS Notification, or within three (3) years from the approval date of this DA, whichever occurs first.

(c) Sunlake Boulevard Right-of-Way: The DEVELOPER shall convey a total of 200 feet of right-of-way for Sunlake Boulevard from S.R. 54 to the southernmost boundary of the Project within the COUNTY within sixty (60) days of the COUNTY'S written request, or upon platting of adjoining land, or upon the COUNTY'S acceptance of the roadway, whichever occurs first. The COUNTY agrees to make a cash payment to the entity or entities that convey the right-of-way up to the maximum of Two Hundred and Eight Thousand One Hundred Twenty-Six and 00/100 Dollars (\$208,126.00) at the time of conveyance as full compensation for the right-of-way conveyed. The COUNTY agrees to modify its CIP to allow for such payment.

(d) Pavement Structure Requirements

(i) Sunlake Boulevard Segments A and B within Pasco County shall require the following pavement structure requirements:

1) A minimum pavement structural number of 4.08 with a minimum of three (3) inches of Type S asphaltic concrete surface course.

2) A minimum vertical separation between the bottom of the base to the design seasonal high water table of two (2) feet where a limerock base is provided. Where soil cement, Asphalt Base Course (ABC) - 3 asphaltic concrete, or crushed concrete base material is used, the minimum separation between the bottom of the base to the design seasonal high water table shall be no less than one (1) foot.

3) A one (1) inch friction course shall be provided.

4) If soil cement is utilized, the stabilized subgrade shall be twelve (12) inch Limerock Bearing Ratio (LBR) - 20 (layer coefficient 0.04)

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

a. Design, Permitting, and Right-of-Way Acquisition: Subject to the provisions of the Right-of-Way Preservation Ordinance, the DEVELOPER shall design, permit, and provide or acquire right-of-way (where necessary) for the Required Roadway Improvements in accordance with the terms of this DA.

The Required Roadway Improvements shall be designed consistent with the design criteria of the FDOT and/or the COUNTY as appropriate. If required by the FDOT, those Required Roadway Improvements affecting S.R. 54 including, but not limited to, 1) the Sunlake Boulevard and S.R. 54 intersection improvements and signalization; 2) the intersection improvements at S.R. 54 at the easternmost project driveway; and 3) any other improvement within the S.R. 54 right-of-way that may be required at the time of preliminary plan/preliminary site plan approval, collectively referred to as the S.R. 54-Related Required Roadway Improvements shall be in accordance with any existing or re-evaluated PD&E for S.R. 54 and/or a State Environmental Impact Report. The construction contractors used by the DEVELOPER to complete construction of any roadway or intersection improvements for S.R. 54-Related Required Roadway Improvements shall be satisfactory to the FDOT.

b. Design and Construction Requirements: All design, permitting, and construction for the Required Roadway Improvements shall be in accordance with the standards promulgated by the FDOT in accordance with Section 336.045, F.S., and the COUNTY as appropriate, and construction plans shall comply with FDOT's *Plans Preparation Manual* or COUNTY standards as appropriate, and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate the location(s) of drainage inlets and roadway facilities. Except as otherwise provided in this DA, any Required Roadway Improvement related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plans.

c. Roadway Drainage Facilities: Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the route of the Required Roadway Improvements shall be owned, operated, and maintained by the FDOT or the COUNTY as applicable, subsequent to the expiration of the one (1) year Maintenance Guarantee period as set forth herein. The DEVELOPER may, however, request of the COUNTY that the DEVELOPER, Community Development District (CDD), or other legal entity as may be approved by the COUNTY, be allowed to maintain these facilities for the COUNTY roadways. If such request is granted, the DEVELOPER or CDD, as applicable, shall provide appropriate easements to the COUNTY so that the COUNTY has the ability to maintain the facilities in the event the DEVELOPER or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Required Roadway Improvements drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Required Roadway Improvements, all such drainage facilities shall remain owned by the underlying land owner, including the DEVELOPER where applicable, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner (CDD or other similar legal entity as may be approved by the COUNTY). The underlying landowner (CDD or other similar legal entity as may be approved by the COUNTY) shall be responsible for the design, permitting, and construction of all such

commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to the FDOT or the COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the Required Roadway Improvements, including those facilities that are commingled or combined, so the FDOT or COUNTY has the ability to maintain the facilities associated with the Required Roadway Improvements in the event the DEVELOPER or other respective underlying land owners default on its (their) obligation to maintain the facilities. Commingling or combining of drainage facilities for the S.R. 54-Related Required Roadway Improvements shall not be allowed unless specifically approved in writing by the FDOT.

d. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Required Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the FDOT or COUNTY, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and floodplain mitigation areas related to the Required Roadway Improvements are commingled/combined with wetland and floodplain mitigation areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying land owner, including the DEVELOPER or CDD, where applicable. Appropriate easements shall be provided to the FDOT or COUNTY, as applicable, for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including those areas that are commingled or combined, so the FDOT or COUNTY, as applicable, has the ability to maintain the facilities in the event the DEVELOPER or other underlying land owner defaults on its (their) obligations to maintain the facilities. Commingling or combining of wetland and/or floodplain mitigation areas for the S.R. 54-Related Roadway Improvements shall not be allowed unless specifically approved in writing by the FDOT.

e. COUNTY/FDOT Review and Approval of Design: The DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans to the FDOT or the COUNTY, as appropriate, for review and approval unless the FDOT or COUNTY agrees in writing to or have adopted an alternative submittal schedule. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from the FDOT or COUNTY, as applicable, prior to commencement of any bidding of the Required Roadway Improvements. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within thirty (30) days of submission by the DEVELOPER

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

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

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

h. COUNTY and FDOT Review: The DEVELOPER agrees and recognizes that the COUNTY and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER or engineers/contractors selected by the DEVELOPER, in which the COUNTY or FDOT participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any submissions or acts of the DEVELOPER or engineers/contractors selected by the DEVELOPER, the COUNTY and FDOT in no way assume or share any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this DA. All work covered under this DA shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY and FDOT will review the submittals, although detailed checking will not necessarily be done. The DEVELOPER remains solely responsible for the work and is not relieved of that responsibility by review comments.

i. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities infrastructure in conflict with the Required Roadway Improvements. Relocation of any utilities infrastructure which is in conflict with the Required Roadway Improvements shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. The COUNTY agrees, upon request of DEVELOPER, to cooperate with the DEVELOPER in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner. However, under no circumstances shall the COUNTY incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, and the

DEVELOPER bears the expense of the utility relocation, such expense shall not be eligible for impact fee credits.

j. Right-of-Way Acquisition:

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

(2) While it is not anticipated that additional right-of-way will be required for the Required Roadway Improvements, if necessary, efforts will be made by the COUNTY and DEVELOPER to have the FDOT enter into a Joint Participation Agreement, Letter of Understanding, or otherwise provide a means for the COUNTY or FDOT to act as a condemning authority with regard to any additional right-of-way required for the S.R. 54-Related Required Improvements. The DEVELOPER shall have the authority to attempt to privately acquire necessary right-of-way or to participate to the extent permitted by the FDOT in regard to the actions required prior to condemnation. To the extent the COUNTY has condemning authority, COUNTY staff involvement for any Required Roadway Improvement eminent domain proceeding shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by the DEVELOPER for the Resolution of Necessity, the COUNTY'S preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. The DEVELOPER, not later than the time when sixty (60) percent design plans are submitted, shall identify all real estate parcels required for the Required Roadway Improvements and identify the appropriate interests in real estate for right-of-way acquisition and furnish the same to the COUNTY. The COUNTY, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If the COUNTY disapproves the submittal, it shall provide comments to the DEVELOPER explaining the reasons for the disapproval. Right-of-way maps shall be prepared in accordance with the requirements of the COUNTY'S and State of Florida's Minimum Technical Standards. Upon COUNTY approval of the submittal, the DEVELOPER shall select an attorney acceptable to

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

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

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

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

m. Right-of-Way: Prior to the FDOT's or COUNTY'S acceptance of any of the Required Roadway Improvements, as applicable, the DEVELOPER shall meet the applicable requirements of the FDOT and/or the COUNTY and cause all rights-of-way, including rights-of-way for drainage facilities and wetland and floodplain mitigation, as appropriate, to be conveyed to the FDOT or COUNTY in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes.

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

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

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

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

(4) Be responsible for full and complete performance of all construction activities required pursuant to this DA. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the Required Roadway Improvements until the improvements are completed and accepted by the FDOT or COUNTY, as applicable, which acceptance shall not be unreasonably withheld.

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

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

(7) Provide to the FDOT and COUNTY copies of all design drawings, as-built drawings, and permits received for the Required Roadway Improvements, and such information shall become the property of the FDOT and COUNTY upon submission. All plans submitted to the COUNTY shall include

reproducible Mylars™ and electronic files compatible with *AutoCADD*. All plans submitted to the FDOT shall include reproducible Mylars™ and electronic files compatible with *MicroStation* and *GeoPack*.

(8) Provide to the COUNTY, on a quarterly basis, copies of the inspection reports submitted to the FDOT.

6. TRANSPORTATION IMPACT FEES AND CREDITS

a. Transportation Impact Fees: The DEVELOPER and Project shall be assessed TIFs in accordance with the COUNTY'S adopted TIF Ordinance as amended and this DA.

b. Transportation Impact Fee Credits: Unless specifically authorized by this DA or the TIF Ordinance, the DEVELOPER shall not be eligible for impact fee credits or reimbursement for the Required Roadway Improvements. In addition, the DEVELOPER shall not be eligible for impact fee, or reimbursement for impact fees paid prior to the execution of this DA. Subject to approval of the COUNTY at its sole discretion, the DEVELOPER may elect to construct two (2) additional lanes (total of four [4] lanes) on Sunlake Boulevard from Loop Road south to the County line for impact fee credits as authorized by the approved DO and MPUD Master Planned Unit Development conditions.

7. PERFORMANCE GUARANTEES BY DEVELOPER

a. General: LOC No. 1 as specified in Paragraph b below, shall be posted in favor of, and provided to the COUNTY prior to the first record plat, or where platting is not required, prior to approval of the first construction plan/construction site plan, or within ninety (90) days of the COUNTY Right-of-Way Use Permit issuance, if the COUNTY approves an amendment of MPUD Master Planned Unit Development Condition No. 28 to allow for a change in the deadline of this requirement. LOC No. 1 shall be acceptable to and approved by the COUNTY to guarantee payment of the signalization cost at S.R. 54 and Sunlake Boulevard (LOC No. 1). An additional LOC may be required for Sunlake Boulevard Segment A or Sunlake Boulevard Segment B in accordance with Paragraph 4.b(4) and shall be provided in accordance with the deadlines in Paragraph 4.b(4). Failure to post, revise, update, and keep effective the required LOCs shall be considered a default of this DA, entitling the COUNTY to suspend any impact fee credits or reimbursements due pursuant to Section 6 above and/or stop the issuance of Building Permits and other development approval. LOC No. 1 and any other LOC that may be provided by the DEVELOPER to the COUNTY as an Assurance of Completion of Improvement in accordance with the LDC for the Project must be issued by a bank, savings association, or other financial institution (the LOC issuer) acceptable to the COUNTY which is authorized to do business in the State of Florida. Any such LOC issuer must have and maintain:

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

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

(3) Downgrade Provision: In the event the LOC issuer does not maintain the average financial condition in Paragraph 7.a(1) above or is downgraded below the minimum in Paragraph 7.a(2) above, the LOC issuer must notify the COUNTY and the DEVELOPER within five (5) days, and the DEVELOPER must provide a substitute LOC in substantially the same form and containing the same terms as the original LOC from a bank or financial institution with the minimum ratings set forth above within fifteen (15) days of such downgrade event or the COUNTY will draw on the original LOC.

(4) The LOC must provide for draws to be made on a bank or savings association located in West Central Florida.

b. The DEVELOPER shall post LOC No. 1 in the amount of Five Hundred Seventy-Two Thousand Five Hundred Twenty-Eight and 00/100 Dollars (\$572,528.00), which equates to 125 percent of Four Hundred Fifty-Eight Thousand Twenty-Two and 00/100 Dollars (\$458,022.00) (the S.R. 54 and Sunlake Boulevard signalization cost in October 2006 dollars). LOC No. 1 shall be returned to the DEVELOPER upon fulfillment of the obligation guaranteed by LOC No. 1.

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

8. INDEMNIFICATION AND INSURANCE

a. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEVELOPER shall indemnify, defend, and hold harmless the COUNTY and FDOT and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY or FDOT may sustain, suffer, or incur, or be required to pay by

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

b. Insurance:

(1) General. No work shall commence on the Required Roadway Improvements nor shall occupancy of any of the property within the Required Roadway Improvement limits

take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by the COUNTY and FDOT as set forth below:

(a) During the life of this DA, the DEVELOPER shall require any engineers and/or general contractors providing work for the improvements to pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a

financial rating of at least Class VIII in accordance with the most current *Best's Key Rating Guide* and which are satisfactory to the COUNTY and FDOT.

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

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

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

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

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

the engineers and/or contractor that the engineers and/or contractor shall be responsible for the sufficiency of its own insurance program.

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

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

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

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

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

(i) Workers' Compensation: Florida statutory requirements.

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

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

(b) Commercial General Liability Insurance: The DEVELOPER shall

require commercial, general liability insurance coverage be maintained by the engineer and/or contractor which shall include, but not be limited to, personal and advertising injury; contractual for the improvements, including any hold-harmless and/or indemnification agreement; independent contractors; broad form property and personal injury, and combined single limits:

- (i) General Aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- (ii) Products, Completed Operations Aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).
- (iii) Bodily Injury Including Death (Each Person): One Million and 00/100 Dollars (\$1,000,000.00).
- (iv) Bodily Injury, Including Death (Each Occurrence): Two Million and 00/100 Dollars (\$2,000,000.00).
- (v) Property Damage (Each Occurrence): One Million and 00/100 Dollars (\$1,000,000.00).
- (vi) Personal and Advertising Injury (Each Occurrence): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- (vii) Fire Damage (Any One [1] Fire): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

(c) Business Automobile Liability Insurance: The DEVELOPER shall

require coverage to be maintained by the engineers and/or contractor as to the ownership, maintenance, and use of all owned, nonowned, leased, or hired vehicle and employees' nonownership with limits of not less than:

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

(d) Excess Liability Insurance: The DEVELOPER shall require

coverage be maintained by the contractor for excess liability, which shall be over and above the commercial general liability insurance and business automobile liability insurance requirements, with limits of not less than:

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

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

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

9. GENERAL PROVISIONS

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

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein for the signalization at S.R. 54 and Sunlake Boulevard, unless extended pursuant to this DA, then it shall be considered a default of this DA entitling the COUNTY to make a claim and collect on the entire Performance Guarantees required by Section 6 for such signalization (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY'S rights to enforce the balance of the guarantees, if required). Upon the said default, the issuance of Building Permits, plats, and other development approvals shall cease until the signalization-payment obligation has been fulfilled to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat, or permit issued while there exists an uncured event of default of this DA, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat, or permit issued after an uncured event of default of this DA.

c. Time Extensions:

(1) In the event the COUNTY requires additional time beyond that allocated herein to act upon a submission by the DEVELOPER of complete and correct documents for review and/or approval, there shall be an automatic extension of the time periods set forth in this DA for the Required Roadway Improvements for the documented number of days which it takes the COUNTY beyond the days allowed for the COUNTY'S review and/or approval.

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

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

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

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

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

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

g. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: Mr. Joel Tew, Esquire, Tew and Associates, 2655 McCormick Drive, Clearwater, Florida 33759, with a copy to Pasco County, c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, 7530 Little Road, Suite 320, New Port Richey, Florida 34654, with a copy to David A. Goldstein, Senior Assistant County Attorney, West Pasco Government Center, 7530 Little Road, Suite 340, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

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

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

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

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

l. 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.

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

n. Severability: In case any one (1) or more of the provisions contained in this DA 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 DA 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 DA or the failure of consideration.

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

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

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

r. Strict Compliance with Laws: The DEVELOPER agrees that acts to be performed by it in connection with this DA shall be performed in strict conformity with all applicable Federal, State, and local laws, rules, regulations, standards, and guidelines.

s. Nondiscrimination: The DEVELOPER will not discriminate against any employee employed in the performance of this DA or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER shall insert a similar provision in all contracts for the Required Roadway Improvements.

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

u. Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY.

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

w. Successors and Assigns: The terms of this DA shall run with the land and be binding upon the DEVELOPER and owners and their successors and assigns. The DEVELOPER and owners may assign this DA and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. The COUNTY, at its option, may assume any of the rights and obligations of the FDOT set forth in this DA.

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

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this



on the dates set forth below.

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Sunda Jella
JED PITTMAN, CLERK

Ann Hildebrand
ANN HILDEBRAND, CHAIRMAN

Date: APPROVED
JUL 24 2007

WITNESSES:

LONG LAKE RANCH LLC
By: Beazer Homes Corp; Its member

Susan Greene
Susan Greene

BY: Ed Suchora

Suzanne Guertin
Suzanne Guertin

Ed Suchora
Division President Print
Tampa Division

Its _____
Title

STATE OF FLORIDA
COUNTY Hillsborough

The foregoing instrument was acknowledged before me this 6th of August 2007
(date), by Ed Suchora, Division President - Tampa Division of Beazer Homes Corp on behalf of the
company, as a member of Long Lake Ranch, a Florida limited liability company
(name of person acknowledging), who is personally known to me, or who has produced _____

(type of identification) as identification.

Seal:

Susan Greene
My Commission DD310673
Expires July 28, 2008

Susan Greene
NOTARY

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

John P. Roberts
ATTORNEY

EXHIBITS

- A. Legal Description
- B. Transportation Improvements (DO and MPUD Conditions)

EXHIBIT A

**DRI NO. 247 - LONG LAKE RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT**

LEGAL DESCRIPTION

LONG LAKE RANCH DRI PROPERTY**LEGAL DESCRIPTION (PARENT TRACT):**

That part of Sections 27, 28, 33 and 34, Township 26 South, Range 18 East, Pasco County, Florida being particularly described as follows: BEGIN at the Southeast corner of said Section 33; thence N89°17'29"W, along the South boundary of said Section 33 for 4,422.23 feet; thence N00°39'13"E, for 1,320.08 feet; thence S89°17'08"E, for 3,105.54 feet; thence N00°52'15"E, for 3,784.48 feet; thence N00°21'58"E, for 1,567.07 feet; thence N89°38'02"W, for 3,907.18 feet; thence N00°23'28"E, for 1,071.04 feet; thence N00°25'58"E, for 426.20 feet; thence along the southerly right-of-way boundary of State Road 54 the following ten (10) courses: 1) N85°03'22"E, for 1,050.59 feet to a point of curve to the right having a radius of 2,814.76 feet, a central angle of 19°00'01", and a chord bearing of S85°26'38"E, for 929.15 feet; thence 2) Easterly along the arc for 933.42 feet; thence 3) S75°56'38"E, for 2,032.00 feet to a point of curve to the left having a radius of 1,959.86 feet, a central angle of 16°02'00", and a chord bearing of S83°57'38"E, for 546.65 feet; thence 4) easterly along the arc for 548.44 feet; thence 5) N88°01'22"E, for 1,681.32 feet to a point of curve to the left having a radius of 1,195.92 feet, a central angle of 33°43'00", and a chord bearing of N71°09'52"E, for 693.65 feet; thence 6) easterly along the arc for 703.76 feet; thence 7) N54°18'22"E, for 1,191.51 feet to a point of curve to the right having a radius of 1,859.86 feet, a central angle of 15°17'00", and a chord bearing of N61°56'52"E, for 494.64 feet; thence 8) northeasterly along the arc for 496.11 feet; thence 9) N69°35'22"E, for 697.38 feet to a point of curve to the right having a radius of 904.93 feet, a central angle of 20°55'05", and a chord bearing of N80°02'55"E, for 328.55 feet; thence 10) easterly along the arc for 330.38 feet; thence S00°25'12"W, for 600.00 feet to the beginning of a non tangent curve to the left, of which the radius point lies S00°40'49"W, a radial distance of 304.93 feet and having a chord bearing of S80°08'06"W, for 111.61 feet; thence westerly along the arc, through a central angle of 21°05'27", for 112.25 feet; thence S69°35'22"W, for 697.38 feet to a point of curve to the left having a radius of 1,259.86 feet, a central angle of 15°17'00", and a chord bearing of S61°56'52"W, for 335.07 feet; thence southwesterly along the arc for 336.06 feet; thence S54°18'22"W, for 422.31 feet; thence S23°46'28"E, for 119.66 feet; thence S28°31'20"E, for 146.68 feet to the beginning of a non tangent curve to the right, of which the radius point lies S68°16'52"W, a radial distance of 568.22 feet and having a chord bearing of S00°36'59"E, 409.16 feet; thence southerly along the arc, through a central angle of 42°12'18", for 418.56 feet to the beginning of a non tangent curve to the right, of which the radius point lies N62°58'31"W, a radial distance of 1,884.36 feet and having a chord bearing of S33°05'52"W, 398.73 feet; thence southwesterly along the arc, through a central angle of 12°08'47", for 399.47 feet to the beginning of a non tangent curve to the left, of which the radius point lies S50°10'09"E, a radial distance of 111.45 feet and having a chord bearing of S05°35'56"E, 158.78 feet; thence southerly along the arc, through a central angle of 90°51'33", for 176.73 feet to the beginning of a non tangent curve to the right, of which the radius point lies S40°29'09"W, a radial distance of 266.92 feet and having a chord bearing of S30°08'21"W, 525.16 feet; thence southwesterly along the arc, through a central angle of 159°18'23", for 742.15 feet to the beginning of a non tangent curve to the left, of which the radius point lies

S06°16'32"E, a radial distance of 514.61 feet and having a chord bearing of S32°39'27"W, 800.62 feet; thence southwesterly along the arc, through a central angle of 102°08'04", for 917.34 feet to the beginning of a non tangent curve to the left, of which the radius point lies N81°04'54"E, a radial distance of 367.98 feet and having a chord bearing of S43°13'49"E, 414.86 feet; thence southeasterly along the arc, through a central angle of 68°37'28", for 440.74 feet to the beginning of a non tangent curve to the right, of which the radius point lies S42°46'00"W, a radial distance of 1,393.27 feet and having a chord bearing of S40°22'27"E, 332.78 feet; thence southeasterly along the arc, through a central angle of 13°43'04", for 333.58 feet; thence S52°17'57"W, for 247.69 feet; thence S76°38'38"W, for 376.79 feet; thence S37°14'07"W, for 725.77 feet; thence S00°48'12"W, for 1,707.95 feet; thence S89°40'47"E, for 1,992.95 feet; thence N45°25'45"E, for 468.07 feet; thence N00°36'35"E, for 900.75 feet; thence S89°36'51"E, for 1,650.98 feet; thence S00°23'07"W, along the East boundary of said Section 34, for 1,228.07 feet to the East 1/4 corner of said Section 34; thence N89°30'42"W, for 18.93 feet; thence S00°29'18"W, along the west occupied right-of-way boundary of Hideway Lane, for 2,284.90 feet to the beginning of a non tangent curve to the left, of which the radius point lies S87°38'02"E, a radial distance of 76.12 feet and having a chord bearing of S21°14'18"E, 60.96 feet; thence southerly along the arc, through a central angle of 47°12'32", for 62.72 feet; thence S00°23'57"W, for 296.72 feet to the Southeast corner of said Section 34; thence N89°02'48"W, along the South boundary of said Section 34 for 5,328.39 feet to the POINT OF BEGINNING. Containing 46,996,180 square feet or 1,078.884 acres, more or less.

TOGETHER WITH: (PARCEL U5)

A tract of land lying within Section 27, Township 26 South, Range 18 East, Pasco County, Florida and being more particularly described as follows:

BEGIN at the South 1/4 corner of said Section 27; thence N89°33'54"W, along the south boundary of said Section 27 for 336.00 feet to the point of intersection with a non-tangent curve concave to the Southwest; thence Northwesterly along the arc of said curve with a radial bearing S56°29'05"W, and having a radius of 1393.27 feet, a central angle of 13°43'04", an arc length of 333.58 feet and a chord bearing N40°22'27"W, for 332.78 feet to the point of intersection with a non-tangent curve concave to the Northeast; thence Westerly along the arc of said curve with a radial bearing N12°27'27"E, and having a radius of 367.98 feet, a central angle of 68°37'28", an arc length of 440.74 feet and a chord bearing N43°13'49"W, for 414.86 feet to the point of intersection with a non-tangent curve concave to the Southeast; thence Northerly along the arc of said curve with a radial bearing N71°35'24"E, and having a radius of 514.61 feet, a central angle of 102°08'04", an arc length of 917.34 feet and a chord bearing N32°39'27"E, for 800.62 feet to the point of intersection with a non-tangent curve concave to the Northwest; thence Easterly along the arc of said curve with a radial bearing N19°47'32"E, and having a radius of 266.92 feet, a central angle of 159°18'23", an arc length of 742.15 feet and a chord bearing N30°08'21"E, for 525.16 feet to the point of intersection with a non-tangent curve concave to the East; thence Northwesterly along the arc of said curve with a radial bearing N38°58'18"E, and having a radius of 111.45 feet, a central angle of

90°51'33", an arc length of 176.73 feet and a chord bearing N05°35'56"W, for 158.78 feet to the point of intersection with a non-tangent curve concave to the Northwest; thence Northeasterly along the arc of said curve with a radial bearing N50°49'44"W, and having a radius of 1884.36 feet, a central angle of 12°08'47", an arc length of 399.48 feet and a chord bearing N33°05'52"E, for 398.73 feet to the point of intersection with a non-tangent curve concave to the West; thence Northerly along the arc of said curve with a radial bearing N69°30'50"W, and having a radius of 568.22 feet, a central angle of 42°12'18", an arc length of 418.56 feet and a chord bearing N00°36'59"W, for 409.16 feet to the point of intersection with a non-tangent line; thence N28°31'20"W, for 146.68 feet; thence N23°46'28"W, for 119.66 feet; thence N54°18'22"E, for 422.31 feet to the point of curvature of a curve concave to the Southeast; thence Northeasterly along the arc of said curve, having a radius of 1259.86 feet, a central angle of 15°17'00", an arc length of 336.06 feet and a chord bearing N61°56'52"E, for 335.07 feet to the point of tangency; thence N69°35'22"E, for 697.38 feet to the point of intersection with a non-tangent curve concave to the South; thence Easterly along the arc of said curve with a radial bearing S20°24'37"E, and having a radius of 304.93 feet, a central angle of 21°05'26", an arc length of 112.24 feet and a chord bearing N80°08'06"E, for 111.61 feet to the point of intersection with a non-tangent line; thence S00°25'12"W, along the West boundary of the East 1/4 of said Section 27 for 3502.98 feet; thence N89°32'44"W, along the South boundary of said Section 27 for 1316.15 feet to the POINT OF BEGINNING.

Containing 119.76 acres , more or less.

Less and except the following three parcels:

PARCEL 124

PART A FEE SIMPLE RIGHT OF WAY

A parcel of land being a portion of Sections 27 and 28, Township 26 South, Range 18 East, Pasco County, Florida, being more particularly described as follows: Commence at a 25 millimeter (1") pinched iron pipe marking the Southwest corner of the Northwest 1/4 of Section 28, Township 26 South, Range 18 East, Pasco County, Florida; thence N 00°28'24"E, along the West line of the Northwest 1/4 of said Section 28, a distance of 127.632 meters (418.74 feet) to the existing Southerly right of way line of State Road 54; thence N 85°02'42"E, along said Southerly right of way line, a distance of 24.494 meters (80.36 feet) to the East line of the West 80 feet of said Northwest 1/4 of Section 28 and the POINT OF BEGINNING; thence continue along said right of way line the following six courses: (1) N 85°02'42"E, a distance of 320.131 meters (1050.30 feet) to the point of curvature of a curve concave to the Southwest, having a radius of 857.949 meters (2814.79 feet); (2) Southeasterly along the arc of said curve 284.249 meters (932.57 feet), through a central angle of 18°58'58", a chord distance of 282.951 meters (928.32 feet) and a chord bearing of S 85°27'49"E to the point of tangency; (3) S 75°58'20"E, a distance of 619.833 meters (2033.57 feet) to the point of curvature of a curve concave to the Northwest, having a radius of 597.366 meters (1959.86 feet); (4) Southeasterly along the arc of said curve 166.960 meters (547.77 feet), through a central angle of 16°00'50", a

chord distance of 166.417 meters (545.99 feet) and a chord bearing of S 83°58'45"E to the point of tangency; (5) N 88°00'50"E, a distance of 512.502 meters (1681.43 feet) to the point of curvature of a curve concave to the Northwest, having a radius of 364.519 meters (1195.93 feet); (6) Northeasterly along the arc of said curve 204.583 meters (671.20 feet), through a central angle of 32°09'24", a chord distance of 201.908 meters (662.43 feet) and a chord bearing of N 71°56'08"E to a point of cusp and a curve concave to the Northwest, having a radius of 911.189 meters (2989.46 feet); thence leaving said line and Southwesterly along the arc of said curve 784.697 meters (2574.46 feet), through a central angle of 49°20'31", a chord distance of 760.672 meters (2495.64 feet) and a chord bearing of S 79°21'33"W to the point of tangency; thence N 75°58'11"W, a distance of 733.949 meters (2407.96 feet) to the point of curvature of a curve concave to the Southwest, having a radius of 835.189 meters (2740.12 feet); thence Northwesterly along said curve 261.410 meters (857.64 feet), through a central angle of 17°56'00", a chord distance of 260.345 meters (854.15 feet) and a chord bearing of N 84°56'11"W to the point of tangency; thence S 86°05'49"W, a distance of 354.222 meters (1162.14 feet) to the East line of the West 80 feet of said Northwest 1/4 of Section 28; thence N 00°28'24"E, along said East line, a distance of 45.714 meters (149.98 feet) to the said POINT OF BEGINNING.

Containing 11.1063 hectares (27.444 acres), more or less.

PART B

A parcel of land being a portion of the Northeast 1/4 of Section 27, Township 26 South, Range 18 East, Pasco County, Florida, being more particularly described as follows:

Commence at a 19 millimeter (3/4") iron pipe marking the Southeast corner of the Northeast 1/4 of Section 27, Township 26 South, Range 18 East, Pasco County, Florida; thence along the South line of the Northeast 1/4 of said Section 27, N 89°31'09"W, a distance of 404.162 meters (1325.99 feet) to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 27; thence along the East line of the West 1/2 of the Northeast 1/4 of said Section 27, N 00°28'38"E, a distance of 437.315 meters (1434.76 feet) to the POINT OF BEGINNING and a non-tangent curve concave to the Southwest, having a radius of 460.959 meters (1512.33 feet); thence leaving said line and Northwesterly along the arc of said curve 60.067 meters (197.07 feet), through a central angle of 07°27'58", a chord distance of 60.024 meters (196.93 feet) and a chord bearing of N 85°37'37"W to the existing Southerly right of way line of State Road 54 and a point of cusp with a curve concave to the Southeast, having a radius of 269.699 meters (884.84 feet); thence along said line and Northeasterly along the arc of said curve 60.341 meters (197.97 feet), through a central angle of 12°49'09", a chord distance of 60.215 meters (197.56 feet) and a chord bearing of N 84°28'48"E to the aforementioned East line of the West 1/2 of the Northeast 1/4 of Section 27, thence along said line, S 00°28'38"W, a distance of 10.369 meters (34.02 feet) to the POINT OF BEGINNING.

Containing 339.1 square meters (3,650 square feet), more or less.

AND

PART C FEE SIMPLE RIGHT OF WAY

A parcel of land being a portion of the Northwest 1/4 and the Southwest 1/4 of Section 28, Township 26 South, Range 18 East, Pasco County, Florida, being more particularly described as follows:

Commence at a 25 millimeter (1") pinched iron pipe marking the Southwest corner of the Northwest 1/4 of Section 28, Township 26 South, Range 18 East, Pasco County, Florida; thence along the West line of the Northwest 1/4 of said Section 28, N 00°28'24"E, a distance of 127.632 meters (418.74 feet) to the existing Southerly right of way line of State Road 54; thence N 85°02'42"E, along said Southerly right of way line, a distance of 24.494 meters (80.36 feet) to the East line of the West 80 feet of said Northwest 1/4 of Section 28; thence S 00°28'24"W, along said East line, a distance of 115.363 meters (378.49 feet) to the POINT OF BEGINNING; thence continue S 00°28'24"W, along said East line, a distance of 14.541 meters (47.71 feet) to the North line of said Southwest 1/4 of Section 28; thence S 00°23'33"W, parallel with the West line of said Southwest 1/4, a distance of 300.180 meters (984.84 feet); thence S 88°51'10"E, distance of 210.413 meters (690.33 feet); thence N 67°44'33" E, a distance of 16.081 meters (52.76 feet); thence N 26°01'18" E, a distance of 11.217 meters, (36.80 feet); thence N 42°16'05" E, a distance of 8.322 meters, (27.30 feet); thence S 89°26'49" E, a distance of 10.713 meters (35.15 feet); thence S 65°47'11" E, a distance of 4.456 meters (14.62 feet); thence N 48°48'13" E, a distance of 12.439 meters (40.81 feet); thence N 06°51'36" E, a distance of 7.693 meters (25.24 feet); thence N 29°45'49" W, a distance of 18.281 meters (59.98 feet); thence N 30°17'47" E, a distance of 7.018 meters (23.03 feet); thence N 08°03'14" W, a distance of 23.772 meters (77.99 feet); thence N 09°21'03" E, a distance of 26.108 meters (85.66 feet); thence N 44°54'31" E, a distance of 17.620 meters (57.81 feet); thence N 75°13'44" E, a distance of 15.519 meters (50.92 feet); thence S 87°14'49" E, a distance of 34.354 meters (112.71 feet); thence N 62°52'18" E, a distance of 12.191 meters (40.00 feet); thence N 36°09'56" E, a distance of 16.539 meters (54.26 feet); thence N 61°00'54" E, a distance of 12.528 meters (41.10 feet); thence N 11°14'11" E, a distance of 19.902 meters (65.29 feet); thence N 28°42'52" W, a distance of 55.659 meters (182.61 feet); thence N 33°48'40" W, a distance of 34.811 meters (114.21 feet); thence N 14°48'46" W, a distance of 12.489 meters (40.97 feet); thence N 45°05'30" W, a distance of 16.244 meters (53.29 feet); thence S 86°05'49" W, a distance of 205.668 meters (674.76 feet); thence N 52°42'43" W, a distance of 107.131 meters (351.48 feet) to the said POINT OF BEGINNING.

Part 'C' containing 7.8191 hectares (19.321 acres), more or less.

Containing 1151.795 net acres more or less.

EXHIBIT B

DRI NO. 247 - LONG LAKE RANCH
PASCO COUNTY DEVELOPMENT AGREEMENT

TRANSPORTATION IMPROVEMENTS

Transportation/CirculationAccess Management

14. The development within Phase I of the Development of Regional Impact (DRI) shall not exceed 304,000 square feet of office, 302,000 square feet of retail, 400 multifamily units, and 1,116 single-family units until such time that a north-south road (known as Sunlake Boulevard in Pasco County) has been constructed at a minimum of two lanes with 200 feet of right-of-way within Pasco County and 124 feet of right-of-way within Hillsborough County from S.R. 54 to the connection at the existing terminus of Sunlake Boulevard or an alternative alignment as approved by Pasco and Hillsborough Counties that connects to North Dale Mabry Highway. If Hillsborough County cannot provide the alternative alignment at the time of the initial construction plan approval for Long Lake Ranch, then the alignment connecting to the existing Sunlake Boulevard in Hillsborough County shall be allowed.
15. The developers shall complete/construct, at no cost to the County and without impact fee credits, the following site-related improvements:
- a. Sunlake Boulevard and S.R. 54 (Main Project Entrance):
- (1) Westbound, left-turn lane.
 - (2) Eastbound, right-turn lane.
 - (3) Northbound, left-and right-turn lanes.
 - (4) Signalize when warranted by the *Manual of Uniform Traffic Control Devices*; the developer shall pay 100 percent of the signalization cost subject to partial reimbursement when the County collects the funds from the Sunlake Centre DRI for its proportionate share of signalization.
- b. S.R. 54 at the Easternmost Project Driveway, North Side:
- (1) Westbound, left-turn lane.
 - (2) Eastbound, right-turn lane.
 - (3) Northbound, left- and right-turn lanes.
16. The developers shall provide a secondary, functional access and emergency access to each increment in accordance with the Land Development Code as amended. The emergency access may be barricaded in a manner found acceptable by the Development Review Manager and the Pasco County Emergency Services Director.
17. Prior to final site/construction plan approval of any parcel abutting a State roadway, the owners/developers shall furnish to the DRD a Letter of Intent indicating approval and/or an approved Driveway Permit from the Florida Department of Transportation (FDOT). Prior to record platting or where platting is not required, prior to the issuance of the first Certificate of Occupancy, the owners/developers shall provide a letter from the FDOT stating that the improvements within the State right-of-way have been inspected and completed to its satisfaction.
18. At each preliminary plan/preliminary site plan approval, the Development Review Committee (DRC) may also require further site specific intersection improvements. Intersection improvements shall be determined in accordance with the Pasco County Land Development Code and Access Management Standards as amended.
19. Access point location, type, and design for individual, residential villages and multifamily, retail, and office parcels from major internal roadways are conceptual as shown on the MPUD Master Planned Unit Development Master Plan and shall be finalized at the time of preliminary plan/preliminary site plan review and approval in accordance with the Land Development Code and Access Management Standards as amended (major, internal roadways are shown on the MPUD Master Planned Unit Development Master Plan). Interconnected access via internal drives, parking areas, and service roads shall be utilized whenever possible for nonresidential development.
20. Access point locations along S.R. 54 are as shown on the approved MPUD Master Planned Unit Development master plan. Any change to the amount and/or location of access points serving the project shall require approval from both the County and the FDOT.
21. The developers shall complete/construct all on-site and/or off-site improvements, including, but not limited to drainage and/or right-of-way conveyance, necessary to provide access to the western-most retail parcel on S.R. 54 at the location shown on the MPUD Master Planned Unit Development Master Plan.

22. Any entrance gate(s) shall be sufficiently set back in order to provide vehicular stacking for a minimum of three vehicles unless a greater distance is determined to be required at the time of each preliminary plan or preliminary site plan review. All entrances accessed by key or electronically coded systems shall be equipped with the 3M Opticom Emergency Vehicle Pre-emption system to allow fire and other emergency vehicles immediate access to the development.

Dedication of Right-of-Way

23. In the case of private streets, or if the 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 approval.
24. Vehicular-access rights along the rear of all double frontage lots that abut roads within or adjoining the project shall be dedicated to Pasco County concurrent with the record platting or where no plat is required prior to construction plan approval.
25. The minimum right-of-way width of Sunlake Boulevard shall be 200 feet.

Design/Construction Specifications

26. Public roadways shall be utilized unless otherwise approved by the DRC at the time of preliminary plan/preliminary site plan approval. This may be requested through an alternative standard process and not as a variance.
27. Alternative roadway design standards may be considered and approved by the DRC at the time of each preliminary plan approval.
28. Prior to the first record plat, or where platting is not required, prior approval of the first construction plan/construction site plan, the developers shall provide a Letter of Credit acceptable to Pasco County for 125 percent of the cost of the signalization at S.R. 54 and Sunlake Boulevard. Prior to approval of the last record plat, or anytime at the County's request, the developers shall pay for and perform a signal warrant study. If warranted, the developers shall pay 100 percent of the signalization cost subject to partial reimbursement when the County collects the funds from the Sunlake Centre DRI for its proportionate share of signalization.
29. No excavation within the area of future lanes of multilane facilities will be allowed with the exception of excavation for drainage structures, permitted removal of wetlands, excavation to match existing grade, or as directed by the Pasco County Engineering Services Director.
30. The developers shall enter into a development agreement with Pasco County for Sunlake Boulevard prior to the first preliminary plan/preliminary site plan approval.
31. Prior to or concurrent with the first preliminary plan/preliminary site plan submittal, the developers shall submit a roadway alignment and construction phasing plan for the major internal roadways and intersections shown on the MPUD Master Planned Unit Development Master Plan (including Sunlake Boulevard and the loop road) to the Pasco County Growth Management Administrator. The plan shall include, at a minimum, right-of-way widths, roadway cross sections, intersection geometry, phasing, design speed, internal access points, and intersection alignments. Approval of this plan must be obtained from the DRC prior to the first preliminary plan/preliminary site plan approval. The County reserves the right to require specific dates or deadlines for completion of construction for any portion of these roads and intersections.
32. Transit amenities, such as bus pads, shelters, park and ride lots, and passenger security features are needed to ensure service can be planned and provided in an effective, efficient manner. These amenities need to be planned and scheduled; therefore, the developers are required to coordinate with the Pasco County Public Transportation Division (PCPT) the potential inclusion of transit amenities prior to initiation of each phase of development. A letter of compliance from the PCPT attesting to the satisfactory coordination with the developers shall be required and submitted to the Pasco County Growth Management Department.
33. The DRC may approve a pedestrian/bike path plan prior to approval of the first preliminary/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; 2) bicycle lanes shall be provided along all internal roadways above local status; and 3) bicycle facilities shall be in conformance with the FDOT *Bicycle Planning and Design Manual*.
34. Any building on any parcel or out-parcel abutting S.R. 54 shall not have the rear of the building facing S.R. 54 unless otherwise directed by the DRC.

(4) Solid-waste recycling shall be given a high priority, and a specific plan shall be submitted to and approved by Pasco County to maximize solid-waste recycling for all phases of and all types of development within the LONG LAKE RANCH DRI.

I. Energy:

(1) All LONG LAKE RANCH DRI tenants, businesses, and residents in the project shall be encouraged to:

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

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

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

(d) Institute recycling programs.

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

m. Transportation:

(1) Phase 1 Approval: Specific approval is hereby granted for the development of Phase 1 of the LONG LAKE RANCH DRI as defined herein, subject to the conditions outlined herein.

(2) Access Management: The applicants/developers shall be responsible for construction of the access improvements to S.R. 54 for the project as described in Table 2 below unless they are sooner provided by FDOT or others. All other access points for the project to S.R. 54 shall be in accordance with the FDOT Access-Management approval previously obtained by the applicants/developers. These improvements are not eligible for impact fee credits.

TABLE 2*
PHASE 1 (2006) REQUIRED IMPROVEMENTS

| Location | Required Improvement |
|---|--|
| Sunlake Boulevard at S.R. 54 (Main Project Entrance) | Construct Westbound, Left-Turn Lane; Eastbound, Right-Turn Lane; and Northbound, Left- and Right-Turn Lanes. Signalize when warranted by MUTCD. |
| S.R. 54 at the Easternmost Project Driveway, North Side | Construct Westbound, Left-Turn Lane; Eastbound, Right-Turn Lane; and Northbound, Left- and Right-Turn Lanes. |

*Improvements listed in above Table 2 correlate to the levels of development listed in the Project Composition and Phasing Table on Page 2 of TBRPC's Final Report for DRI No. 247, LONG LAKE RANCH.

DO

(3) Completion of Required Improvements: In the event the applicants/ developers (or FDOT) have not constructed the required improvements set forth in Table 2 prior to the issuance of the first final plat within the LONG LAKE RANCH DRI, no such plat nor any further Building Permits shall be issued by the County, until such required improvements are made. Nothing herein shall preclude the commencement of horizontal-site development, infrastructure, or roadways within the LONG LAKE RANCH DRI, provided such required improvements are completed prior to issuance of the first final plat within the LONG LAKE RANCH DRI.

(a) The development within Phase I of the DRI shall not exceed 304,000 square feet of office, 302,000 square feet of retail, 400 multifamily units, and 1,116 single-family units until such time that a north-south road (known as Sunlake Boulevard in Pasco County) has been constructed at a minimum of two (2) lanes with 200 feet of right-of-way within Pasco County and 124 feet of right-of-way within Hillsborough County from S.R. 54 to the connection at the existing terminus of Sunlake Boulevard or an alternative alignment as approved by Pasco and Hillsborough Counties that connects to North Dale Mabry Highway. If Hillsborough County cannot provide the alternative alignment at the time of the initial construction plan approval for Long Lake Ranch, then the alignment connecting to the existing Sunlake Boulevard in Hillsborough County shall be allowed.

(b) The 304,000 square feet of office permitted in Phase 1 of the DRI, and the land area necessary to construct such office entitlements (not less than 30 buildable acres), shall not be reduced, exchanged or traded off for retail or residential land uses.

(4) Any delay in the build-out date of the project beyond December 31, 2007, shall require a new transportation analysis in accordance with Chapter 380.06, F.S., as the basis for a DO amendment which may include additional roadway improvements.

(5) Traffic Monitoring: Prior to preliminary site plan/plat approval of fifty (50) percent of the DRI entitlement (including the already built portion), the developers shall institute an annual monitoring program and provide annual monitoring reports to Pasco County to verify that the total allowable trips are not exceeded. (The total driveway trips of a development shall not be allowed to exceed 1,373 inbound and 1,369 outbound p.m. peak-hour trips, for a total of 2,742 p.m. peak-hour trips.) The monitoring program shall be in accordance with the following:

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

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

DO

Construction of Sunlake Boulevard/Impact Fee Credits: The developers shall provide to Pasco County sufficient right-of-way of 200 feet in width within Pasco County for the construction of a north-south road (known as Sunlake Boulevard in Pasco County). The north-south road shall connect S.R. 54 to the connection at the existing terminus of Sunlake Boulevard or an alternative alignment as approved by Pasco and Hillsborough Counties that connects to North Dale Mabry Highway. If Hillsborough County cannot provide the alternative alignment at the time of the initial construction plan approval for Long Lake Ranch, then the alignment connecting to the existing Sunlake Boulevard in Hillsborough County shall be allowed. The developers will construct such roadway for the purpose of providing a north-south link with the major roads within the planned County and State Road systems. The developers agree to design, permit, and construct such roadway as a two (2) lane urban section north-south roadway, including related intersection improvements, sidewalk, bike path, signal light, and all necessary drainage, flood plain, and wetland mitigation. The right-of-way for the project shall be sufficient for the ultimate construction of a four (4) lane, urban section with the developers providing 200 feet of right-of-way within Pasco County and a minimum of 124 feet of right-of-way in Hillsborough County for the road, plus right-of-way for drainage, flood plain, and mitigation. The developers agree to provide the right-of-way for the road construction within sixty (60) days of the County's written request or upon platting of adjoining land (whichever is sooner), or as otherwise required by the Development Agreement. Construction shall be performed by the developers in a timely manner based upon the design approved by the County and the Development Agreement. The developers shall not receive any impact-fee credits from Pasco County for the foregoing right-of-way donation or the construction of the first two (2) lanes of the roadway which the developers acknowledge are site-related donations and improvements. However, Pasco County agrees to purchase eighty (80) feet of the 200 feet of right-of-way provided by the developers at a price of Fifteen Thousand and 00/100 Dollars (\$15,000.00) per acre, or at a value to be determined by an M.A.I. appraiser hired by the County at its expense, whichever is less.

The final, approved design plans for Sunlake Boulevard through Long Lake Ranch may require additional land beyond the 200-foot right-of-way area for roadway drainage, floodplain, wetland, or other environmental mitigation, compensation, or attenuation and may require additional land not within the 200 feet of right-of-way area due to changes in the right-of-way boundaries resulting from the Project Development and Environment Study, permitting, and other design and engineering considerations (the "Additional Land"). The developers agree to donate such Additional Land at the location or locations designated by the final plans for Sunlake Boulevard, at no cost to the County, for any such Additional Land required for lanes one (1) through four (4) of Sunlake Boulevard, and the County agrees to purchase any such Additional Land required for lanes five (5) and six (6) of Sunlake Boulevard on the same terms as the acquisition of the eighty (80) feet of right-of-way set forth above. The developers shall enter into a Development Agreement with Pasco County (with comments from Hillsborough County) for the right-of-way

DO

acquisition, design, and construction of Sunlake Boulevard prior to the first preliminary plan/preliminary site plan approval within DRI.

n. Air Quality:

Best Management Practices as identified in ADA shall be employed during site preparation and construction to minimize air-quality impacts.

o. Health Care/Police/Fire:

Pasco County shall provide fire, police, and EMS service to the development. The applicants/developers shall be required to pay impact fees for such services at such time as the County adopts an impact-fee ordinance for any or all of such services.

p. Housing:

The applicants/developers have completed an affordable housing assessment for the nonresidential component of the LONG LAKE RANCH DRI and determined that the existing housing supply is adequate to meet the anticipated demand for very low-, low-, and moderate-income, housing units for development of all planned commercial and office uses.

q. General Conditions:

(1) Should the applicants/developers divest itself of all interest in the project prior to the expiration of this DO, the applicants/developers shall designate the successor entity to be responsible for preparation of the Biennial Report, which designation shall be effective upon notification and consent by the County.

(2) In addition to the MPUD Master Planned Unit Development conditions of approval, the developers shall comply with all Pasco County ordinances, including all impact fee ordinances.

(3) In the event ordinances/resolutions are subsequently adopted by the Board of County Commissioners including, but not limited to, solid waste, public safety, or wildlife ordinances, the owners/developers shall be required to comply with such ordinances/resolutions.

(4) If the applicants/developers desire to abandon any part or all of this DRI, they must do so pursuant to Rule 9J-2.0251, FAC (Abandonment of Developer Orders), as amended. Simultaneously with filing for abandonment, the applicants/developers shall file for a Comprehensive Plan amendment to remove the land use classifications that were adopted for this DRI and to return the land uses to those existing to the approval of this DRI.

6. PROCEDURES

a. Biennial Reports:

(1) Monitoring of the LONG LAKE RANCH DRI by the County shall be the responsibility of the County Administrator or his designee.

DO

THIS INSTRUMENT PREPARED BY
and should be returned to:



Geraci Family Associates, LTD.
2702 Wilson Circle
Lutz, Florida 33549

Tax Folio No. _____



2005069523

Rcpt: 873288 Rec: 52.50
DS: 0.70 IT: 0.00
04/12/05 CMA Dpty Clerk

JED PITTMAN PASCO COUNTY CLERK
04/12/05 09:57am 1 of 6
OR BK 6317 PG 940

This Deed was prepared without the benefit of a title search

CORRECTIVE DEED

THIS CORRECTIVE DEED, signed by all the GRANTORS and GRANTEEES of the prior recorded Warranty Deed, is executed this 5TH day of APRIL, 2005, by ROY NICHOLAS GERACI, JR. whose post office address is 19301 Sunlake Blvd., Lutz, Florida 33549, PETER ADKINS GERACI, whose post office address is 18114 Geraci Road, Lutz, Florida 33549, and GERACI FAMILY ASSOCIATES, LTD., a Florida limited partnership, whose post office address is 2702 Wilson Circle, Lutz, Florida 33549 [hereinafter referred to collectively as "PARTIES"], in order to correct the mistake in the prior legal description,

THIS CORRECTIVE DEED corrects the legal description in that certain Warranty Deed recorded on November 12, 1999, in O.R. Book 4261, pages 743 - 747, in the public records in and for Pasco County, Florida. The legal description of the November 12, 1999, Warranty Deed incorrectly included 309.5952 acres, although said Warranty Deed should have transferred only 46.849.

WITNESSED:


That the PARTIES executing this CORRECTIVE DEED represent all the parties to the prior recorded Warranty Deed and all agree that the correct legal description of the prior Warranty Deed recorded on November 12, 1999, in O.R. Book 4261, pages 743 - 747 should be corrected to state as follows:


A parcel of land lying in Sections 27 and 28, Township 26, South, Range 18 East, Pasco County, Florida, being more particularly described in Attached Exhibit "A";

That Roy Nicholas Geraci, Jr., Peter Adkins Geraci and Geraci Family Associates, LTD., own the Exhibit "A" property as tenants in common and by this CORRECTIVE DEED represent that they are the only Parties to the prior recorded Warranty Deed and that they are lawfully authorized to execute this CORRECTIVE DEED.

IN WITNESS WHEREOF, the said PARTIES have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED as to
PARTIES in the presence of:


Print Name: Peter Adkins Geraci


Print Name: ROY NICHOLAS GERACI, JR.

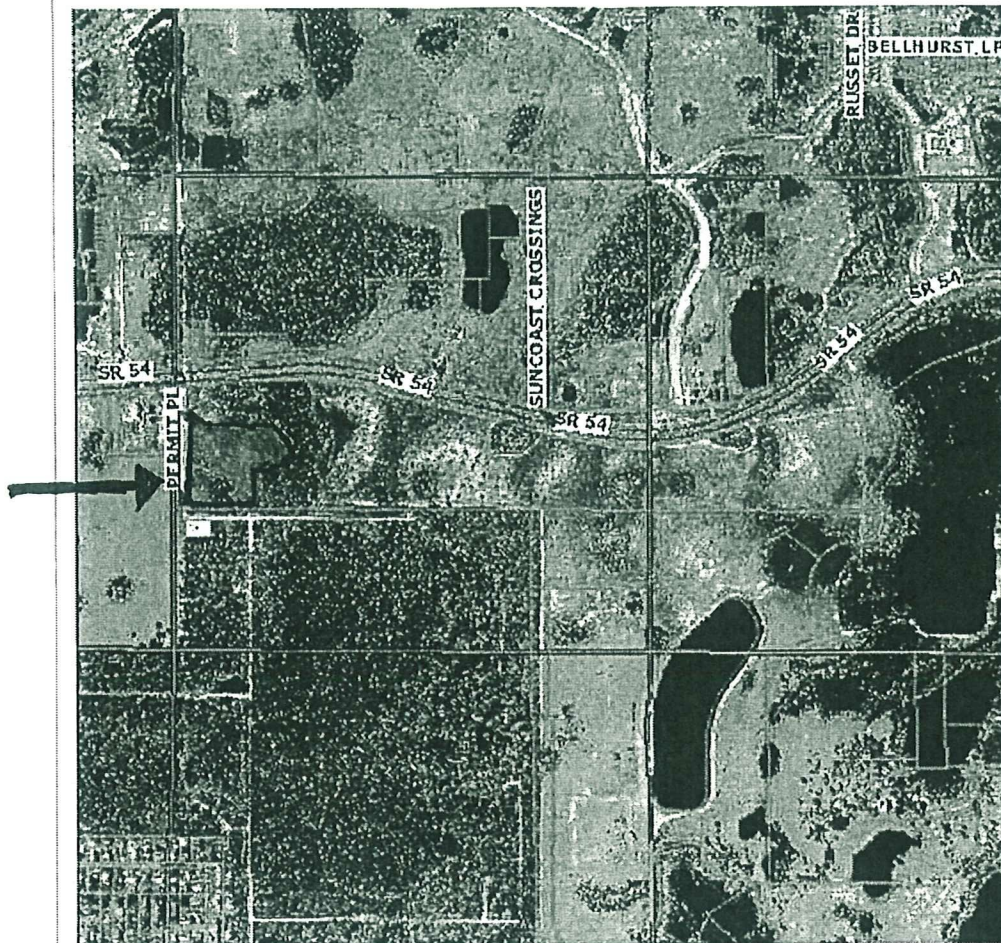

ROY NICHOLAS GERACI, JR.



Pasco County, Florida
2.4 miles W of Land O Lakes

Prepared by the Office of Mike Wells, Pasco County Property Appraiser.

Map Created on 9/28/2006 at 10:36:41 AM.



[Search Again](#) [Show Map](#) [Building Schematic Unavailable](#) [Estimate Taxes](#)
[See Tax Collector Information - Current/Delinquent Taxes](#)

The online search system is currently unavailable. Information displayed below is from a weekly archive. SOH and Taxable amounts may not reflect current values.

| | | | | | | | | |
|---|-------|---|--------|-----------|---|----------|---------|----------|
| Parcel ID | | 28-26-18-0000-29900-124C (Card: 001 of 001) | | | | | | |
| Classification | | 82 - Forests, Parks, etc. | | | | | | |
| Mailing Address FL DEPT OF TRANSPORTATION BUREAU OF RIGHT OF WAY 11201 N MCKINLEY DR TAMPA, FL 336126456 Physical Address | | | | | Assessment (totals) Ag Land \$0 Land \$11,773 Building \$0 Extra Features \$0 Total Assessment \$11,773 Save Our Homes \$0 Taxable Value \$0 | | | |
| Legal Description (First 4 Lines) SR 54 SEC#14570-2521 PCL 124 PART C DESC AS COM AT SW COR OF NW1/4 OF SEC TH N00DG 28' 24"E 418.74 FT TO EXISTING R/W | | | | | | | | |
| Land Detail (Card: 001 of 001) | | | | | | | | |
| Line | Use | Description | Zoning | Units | Type | Price | Cond | Value |
| 1 | 9400 | RIGHTOFWAY | 00AC | 17.82 | AC | 6,430.00 | 0.1 | \$11,458 |
| 2 | 9400 | RIGHTOFWAY | 00AC | 1.50 | AC | 210.00 | 1 | \$315 |
| Additional Land Information | | | | | | | | |
| Acres | 19.32 | Tax Area | 9100 | Fema Code | -- | Res Code | 2LLR.A2 | |
| Building Information | | | | | | | | |
| Unimproved Parcel 0 | | | | | | | | |
| Extra Features | | | | | | | | |
| No Extra Features | | | | | | | | |
| Sales History | | | | | | | | |
| Previous Owner | | | - | | | | | |
| Year | Month | Book / Page | | | Type | Amount | | |
| 2005 | 04 | 6317 / 0940 | | | WD | \$0 | | |
| 2001 | 05 | 4632 / 0420 | | | FJ | \$0 | | |
| 2000 | 05 | 4381 / 1967 | | | OT | \$0 | | |

[Search Again](#) [Show Map](#) [Building Schematic Unavailable](#) [Estimate Taxes](#)
[See Tax Collector Information - Current/Delinquent Taxes](#)

OR BK 6317 PG 941
2 of 6

[Signature]
Print Name: Lee E. Palladov

[Signature]
Print Name: LEE E. PALLADOV JR

[Signature]
Print Name: Lee E. Palladov

Print Name: _____

[Signature]
Print Name: Lee E. Palladov

[Signature]
Print Name: LEE E. PALLADOV JR

[Signature]
PETER ADKINS GERACI

GERACI FAMILY ASSOCIATES, LTD. By
N. GERACI AND CO., INC. General Partner

By: [Signature]
PETER ADKINS GERACI, President

and

By: [Signature]
ROY NICHOLAS GERACI,
Vice President and Secretary

STATE OF FLORIDA } ss
COUNTY OF HILLSBOROUGH }

I HEREBY CERTIFY that, on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ROY NICHOLAS GERACI, JR., individually and as Vice President and Secretary of N. Geraci and Co., Inc., acting as General Partner for Geraci Family Associates, LTD., personally known by me to be the person, or who has provided _____ as identification that he is the person, described in and who executed the foregoing CORRECTIVE DEED, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Tampa, County of Hillsborough, and State of Florida, this 5th day of April, 2005.

[Signature]
NOTARY PUBLIC
State of Florida all Large
Print Name: BRUCE E. MELTZER
Address: 11734 SANDY RUN,
JUPITER, FL 33478
C. C. # _____
My Commission Expires: _____



Bruce E. Meltzer
Commission # DD063753
Expires Jan. 9, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

OR BK 6317 PG 942
3 of 6

STATE OF FLORIDA }
COUNTY OF HILLSBOROUGH } s/s

I HEREBY CERTIFY that, on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, PETER ADKINS GERACI, individually and as the President of N. Geraci and Co., Inc., acting as General Partner for Geraci Family Associates, LTD., personally known by me to be the person described in and who executed the foregoing CORRECTIVE DEED, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Tampa, County of Hillsborough, and State of Florida, this 5th day of April, 2005.

Bruce E. Meltzer
NOTARY PUBLIC
State of Florida at Large
Print Name: BRUCE E. MELTZER
Address: 11734 SANDY HILL
JUPITER, FL 33418
C. C. # _____
My Commission Expires: _____



Bruce E. Meltzer
Commission # MC083153
Expires Jan. 9, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

fy

OR BK 6317 PG 943
4 of 6

PART A

A parcel of land being a portion of Sections 27 and 28, Township 26 South, Range 18 East, Pasco County, Florida, being more particularly described as follows:

Commence at a 25 millimeter (1") pinched iron pipe marking the Southwest corner of the Northwest 1/4 of Section 28, Township 26 South, Range 18 East, Pasco County, Florida; thence N 00°28'24"E, along the West line of the Northwest 1/4 of said Section 28, a distance of 127.632 meters (418.74 feet) to the existing Southerly right of way line of State Road 54; thence N 85°02'42"E, along said Southerly right of way line, a distance of 24.494 meters (80.36 feet) to the East line of the West 80 feet of said Northwest 1/4 of Section 28 and the POINT OF BEGINNING; thence continue along said right of way line the following six courses: (1) N 85°02'42"E, a distance of 320.131 meters (1050.30 feet) to the point of curvature of a curve concave to the Southwest, having a radius of 857.949 meters (2814.79 feet); (2) Southeasterly along the arc of said curve 284.249 meters (932.57 feet), through a central angle of 18°58'58", a chord distance of 282.951 meters (928.32 feet) and a chord bearing of S 85°27'49"E to the point of tangency; (3) S 75°58'20"E, a distance of 619.833 meters (2033.57 feet) to the point of curvature of a curve concave to the Northwest, having a radius of 597.366 meters (1959.86 feet); (4) Southeasterly along the arc of said curve 166.960 meters (547.77 feet), through a central angle of 16°00'50", a chord distance of 166.417 meters (545.99 feet) and a chord bearing of S 83°58'45"E to the point of tangency; (5) N 88°00'50"E, a distance of 512.502 meters (1681.43 feet) to the point of curvature of a curve concave to the Northwest, having a radius of 364.519 meters (1195.93 feet); (6) Northeasterly along the arc of said curve 204.583 meters (671.20 feet), through a central angle of 32°09'24", a chord distance of 201.908 meters (662.43 feet) and a chord bearing of N 71°56'08"E to a point of cusp and a curve concave to the Northwest, having a radius of 911.189 meters (2989.46 feet); thence leaving said line and Southwesterly along the arc of said curve 784.697 meters (2574.46 feet), through a central angle of 49°20'31", a chord distance of 760.672 meters (2495.64 feet) and a chord bearing of S 79°21'33"W to the point of tangency; thence N 75°58'11"W, a distance of 733.949 meters (2407.95 feet) to the point of curvature of a curve concave to the Southwest, having a radius of 835.189 meters (2740.12 feet); thence Northwesterly along said curve 261.410 meters (857.64 feet), through a central angle of 17°56'00", a chord distance of 260.345 meters (854.15 feet) and a chord bearing of N 84°56'11"W to the point of tangency; thence S 86°05'49"W, a distance of 354.222 meters (1162.14 feet) to the East line of the West 80 feet of said Northwest 1/4 of Section 28; thence N 00°28'24"E, along said East line, a distance of 45.714 meters (149.98 feet) to the said POINT OF BEGINNING.

Containing 11.1063 hectares (27.444 acres), more or less.

AND

Exhibit "A"

Page 1 of 3

OR BK 6317 PG 944
5 of 6

PART B

A parcel of land being a portion of the Northeast 1/4 of Section 27, Township 26 South, Range 18 East, Pasco County, Florida, being more particularly described as follows:

Commence at a 19 millimeter (3/4") iron pipe marking the Southeast corner of the Northeast 1/4 of Section 27, Township 26 South, Range 18 East, Pasco County, Florida; thence along the South line of the Northeast 1/4 of said Section 27, N 89°31'09"W, a distance of 404.162 meters (1325.99 feet) to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 27; thence along the East line of the West 1/2 of the Northeast 1/4 of said Section 27, N 00°28'38"E, a distance of 437.315 meters (1434.76 feet) to the POINT OF BEGINNING and a non-tangent curve concave to the Southwest, having a radius of 460.959 meters (1512.33 feet); thence leaving said line and Northwesterly along the arc of said curve 60.067 meters (197.07 feet), through a central angle of 07°27'58", a chord distance of 60.024 meters (196.93 feet) and a chord bearing of N 85°37'37"W to the existing Southerly right of way line of State Road 54 and a point of cusp with a curve concave to the Southeast, having a radius of 269.699 meters (884.84 feet); thence along said line and Northeasterly along the arc of said curve 60.341 meters (197.97 feet), through a central angle of 12°49'09", a chord distance of 60.215 meters (197.56 feet) and a chord bearing of N 84°28'48"E to the aforementioned East line of the West 1/2 of the Northeast 1/4 of Section 27; thence along said line, S 00°28'38"W, a distance of 10.369 meters (34.02 feet) to the POINT OF BEGINNING.

Containing 339.1 square meters (3,650 square feet), more or less.

AND

PART C

A parcel of land being a portion of the Northwest 1/4 and the Southwest 1/4 of Section 28, Township 26 South, Range 18 East, Pasco County, Florida, being more particularly described as follows:

Commence at a 25 millimeter (1") pinched iron pipe marking the Southwest corner of the Northwest 1/4 of Section 28, Township 26 South, Range 18 East, Pasco County, Florida; thence along the West line of the Northwest 1/4 of said Section 28, N 00°28'24"E, a distance of 127.632 meters (418.74 feet) to the existing Southerly right of way line of State Road 54; thence N 85°02'42"E, along said Southerly right of way line, a distance of 24.494 meters (80.36 feet) to the East line of the West 80 feet of said Northwest 1/4 of Section 28; thence S 00°28'24"W, along said East line, a distance of 115.363 meters (378.49 feet) to the POINT OF BEGINNING; thence continue S 00°28'24"W, along said East line, a distance of 14.541 meters (47.71 feet) to the North line of said Southwest 1/4 of Section 28; thence S 00°23'33"W, parallel with the West line of said Southwest 1/4, a distance of 300.180 meters (984.84 feet); thence S 88°51'10" E, a distance of 210.413 meters (690.33 feet); thence

Page 2 of 3

OR BK 6317 PG 945
6 of 6

N 67°44'33" E, a distance of 16.081 meters (52.76 feet); thence
 N 26°01'18" E, a distance of 11.217 meters, (36.80 feet); thence
 N 42°16'05" E, a distance of 8.322 meters, (27.30 feet); thence
 S 89°26'49" E, a distance of 10.713 meters (35.15 feet); thence
 S 65°47'11" E, a distance of 4.456 meters (14.62 feet); thence
 N 48°48'13" E, a distance of 12.439 meters (40.81 feet); thence
 N 06°51'36" E, a distance of 7.693 meters (25.24 feet); thence
 N 29°45'49" W, a distance of 18.281 meters (59.98 feet); thence
 N 30°17'47" E, a distance of 7.018 meters (23.03 feet); thence
 N 08°03'14" W, a distance of 23.772 meters (77.99 feet); thence
 N 09°21'03" E, a distance of 26.108 meters (85.66 feet); thence
 N 44°54'31" E, a distance of 17.620 meters (57.81 feet); thence
 N 75°13'44" E, a distance of 15.519 meters (50.92 feet); thence
 S 87°14'49" E, a distance of 34.354 meters (112.71 feet); thence
 N 62°52'18" E, a distance of 12.191 meters (40.00 feet); thence
 N 36°09'56" E, a distance of 16.539 meters (54.26 feet); thence
 N 61°00'54" E, a distance of 12.528 meters (41.10 feet); thence
 N 11°14'11" E, a distance of 19.902 meters (65.29 feet); thence
 N 28°42'52" W, a distance of 55.659 meters (182.61 feet); thence
 N 33°48'40" W, a distance of 34.811 meters (114.21 feet); thence
 N 14°48'46" W, a distance of 12.489 meters (40.97 feet); thence
 N 45°05'30" W, a distance of 16.244 meters (53.29 feet); thence
 S 86°05'49" W, a distance of 205.668 meters (674.76 feet); thence
 N 52°42'43" W, a distance of 107.131 meters (351.48 feet) to the said
 POINT OF BEGINNING.

Part 'C' containing 7.8191 hectares (19.321 acres), more or less.

Parts 'A', 'B' and 'C' containing a total of 18.9593 hectares (46.849 acres), more or less.

Page 3 of 3

RECORDING: SEE BODY
FOR SPECIFIC PARTIES



**IN THE SIXTH JUDICIAL CIRCUIT COURT OF FLORIDA
IN AND FOR THE COUNTY OF PASCO**

P STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION,
Petitioner,

CASE NO: 99-6548-CA

DIVISION NO: Y

v.

PARCEL(S) : 124

ROY NICHOLAS GERACI, JR., ET. AL.,
Defendants.

ORDER OF TAKING

THIS CAUSE coming on to be heard by the Court, it appearing that proper notice was first given to all the defendants, and to all persons having or claiming any equity, lien, title, or other interest in or to the real property described in the Petition, that the Petitioner would apply to this Court on May 31, 2000, or an Order of Taking, and the Court otherwise being fully advised in the premises, upon consideration, it is, therefore,

JED PITTMAN, PASCO COUNTY CLERK
06/09/00 09:46am 1 of 6
OR BK 4381 PG 1967

ORDERED AND ADJUDGED:

1. That the Court has jurisdiction of the subject matter and of the parties to this cause.
2. That the pleadings in this cause are sufficient, and the Petitioner is properly exercising its delegated authority.
3. That the Estimate of Value filed in this cause by the Petitioner was made in good faith, and based upon a valid appraisal.
4. That upon the payment of the deposit hereinafter specified into the Registry of this Court, the right, title and interest specified in the Petition as described herein (legal description on pages 2 - 4 of this order) shall vest in the petitioner.

R•FM•DC

N/C

ORDER

SECTION 14570-2521 STATE ROAD 54 PASCO COUNTY DESCRIPTION

PARCEL 124

OR BK 4381 PG 1968
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PART A

FEE SIMPLE RIGHT OF WAY

A parcel of land being a portion of Sections 27 and 28, Township 26 South, Range 18 East, Pasco County, Florida, being more particularly described as follows:

Commence at a 25 millimeter (1") pinched iron pipe marking the Southwest corner of the Northwest 1/4 of Section 28, Township 26 South, Range 18 East, Pasco County, Florida; thence N 00°28'24"E, along the West line of the Northwest 1/4 of said Section 28, a distance of 127.632 meters (418.74 feet) to the existing southerly right of way line of State Road 54; thence N 85°02'42"E, along said southerly right of way line, a distance of 24.494 meters (80.36 feet) to the East line of the West 80 feet of said Northwest 1/4 of Section 28 and the POINT OF BEGINNING; thence continue along said right of way line the following six courses: (1) N 85°02'42"E, a distance of 320.131 meters (1050.30 feet) to the point of curvature of a curve concave to the Southwest, having a radius of 857.949 meters (2814.79 feet); (2) Southeasterly along the arc of said curve 284.249 meters (932.57 feet), through a central angle of 18°58'58", a chord distance of 282.951 meters (928.32 feet) and a chord bearing of S 85°27'49"E to the point of tangency; (3) S 75°58'20"E, a distance of 619.833 meters (2033.57 feet) to the point of curvature of a curve concave to the Northwest, having a radius of 597.366 meters (1959.86 feet); (4) Southeasterly along the arc of said curve 166.960 meters (547.77 feet), through a central angle of 16°00'50", a chord distance of 166.417 meters (545.99 feet) and a chord bearing of S 83°58'45"E to the point of tangency; (5) N 88°00'50"E, a distance of 512.502 meters (1681.43 feet) to the point of curvature of a curve concave to the Northwest, having a radius of 364.519 meters (1195.93 feet); (6) Northeasterly along the arc of said curve 204.583 meters (671.20 feet), through a central angle of 32°09'24", a chord distance of 201.908 meters (662.43 feet) and a chord bearing of N 71°56'08"E to a point of cusp and a curve concave to the Northwest, having a radius of 911.189 meters (2989.46 feet); thence leaving said line and Southwesterly along the arc of said curve 784.697 meters (2574.46 feet), through a central angle of 49°20'31", a chord distance of 760.672 meters (2495.64 feet) and a chord bearing of S 79°21'33"W to the point of tangency; thence N 75°58'11"W, a distance of 733.949 meters (2407.96 feet) to the point of curvature of a curve concave to the Southwest, having a radius of 835.189 meters (2740.12 feet); thence Northwesterly along said curve 261.410 meters (857.64 feet), through a central angle of 17°56'00", a chord distance of 260.345 meters (854.15 feet) and a chord bearing of N 84°56'11"W to the point of tangency; thence S 86°05'49"W, a distance of 354.222 meters (1162.14 feet) to the East line of the West 80 feet of said Northwest 1/4 of Section 28; thence N 00°28'24"E, along said East line, a distance of 45.714 meters (149.98 feet) to the said POINT OF BEGINNING.

Containing 11.1063 hectares (27.444 acres), more or less.

AND

OR BK 4381 PG 1969
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FEE SIMPLE RIGHT OF WAY

PART B

A parcel of land being a portion of the Northeast 1/4 of Section 27, Township 26 South, Range 18 East, Pasco County, Florida, being more particularly described as follows:

Commence at a 19 millimeter (3/4") iron pipe marking the Southeast corner of the Northeast 1/4 of Section 27, Township 26 South, Range 18 East, Pasco County, Florida; thence along the South line of the Northeast 1/4 of said Section 27, N 89°31'09"W, a distance of 404.162 meters (1325.99 feet) to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 27; thence along the East line of the West 1/2 of the Northeast 1/4 of said Section 27, N 00°28'38"E, a distance of 437.315 meters (1434.76 feet) to the POINT OF BEGINNING and a non-tangent curve concave to the Southwest, having a radius of 460.959 meters (1512.33 feet); thence leaving said line and Northwesterly along the arc of said curve 60.067 meters (197.07 feet), through a central angle of 07°27'58", a chord distance of 60.024 meters (196.93 feet) and a chord bearing of N 85°37'37"W to the existing Southerly right of way line of State Road 54 and a point of cusp with a curve concave to the Southeast, having a radius of 269.699 meters (884.84 feet); thence along said line and Northeasterly along the arc of said curve 60.341 meters (197.97 feet), through a central angle of 12°49'09", a chord distance of 60.215 meters (197.56 feet) and a chord bearing of N 84°28'48"E to the aforementioned East line of the West 1/2 of the Northeast 1/4 of Section 27; thence along said line, S 00°28'38"W, a distance of 10.369 meters (34.02 feet) to the POINT OF BEGINNING.

Containing 339.1 square meters (3,650 square feet), more or less.

AND

FEE SIMPLE RIGHT OF WAY

PART C

A parcel of land being a portion of the Northwest 1/4 and the Southwest 1/4 of Section 28, Township 26 South, Range 18 East, Pasco County, Florida, being more particularly described as follows:

Commence at a 25 millimeter (1") pinched iron pipe marking the Southwest corner of the Northwest 1/4 of Section 28, Township 26 South, Range 18 East, Pasco County, Florida; thence along the West line of the Northwest 1/4 of said Section 28, N 00°28'24"E, a distance of 127.632 meters (418.74 feet) to the existing Southerly right of way line of State Road 54; thence N 85°02'42"E, along said Southerly right of way line, a distance of 24.494 meters (80.36 feet) to the East line of the West 80 feet of said Northwest 1/4 of Section 28; thence S 00°28'24"W, along said East line, a distance of 115.363 meters (378.49 feet) to the POINT OF BEGINNING; thence continue S 00°28'24"W, along said East line, a distance of 14.541 meters (47.71 feet) to the North line of said Southwest 1/4 of Section 28; thence S 00°23'33"W, parallel with the West line of said Southwest 1/4, a distance of 300.180 meters (984.84 feet); thence S 88°51'10" E, a distance of 210.413 meters (690.33 feet); thence

N 67°44'33" E, a distance of 16.081 meters (52.76 feet); thence
 N 26°01'18" E, a distance of 11.217 meters, (36.80 feet); thence
 N 42°16'05" E, a distance of 8.322 meters, (27.30 feet); thence
 S 89°26'49" E, a distance of 10.713 meters (35.15 feet); thence
 S 65°47'11" E, a distance of 4.456 meters (14.62 feet); thence
 N 48°48'13" E, a distance of 12.439 meters (40.81 feet); thence
 N 06°51'36" E, a distance of 7.693 meters (25.24 feet); thence
 N 29°45'49" W, a distance of 18.281 meters (59.98 feet); thence
 N 30°17'47" E, a distance of 7.018 meters (23.03 feet); thence
 N 08°03'14" W, a distance of 23.772 meters (77.99 feet); thence
 N 09°21'03" E, a distance of 26.108 meters (85.66 feet); thence
 N 44°54'31" E, a distance of 17.620 meters (57.81 feet); thence
 N 75°13'44" E, a distance of 15.519 meters (50.92 feet); thence
 S 87°14'49" E, a distance of 34.354 meters (112.71 feet); thence
 N 62°52'18" E, a distance of 12.191 meters (40.00 feet); thence
 N 36°09'56" E, a distance of 16.539 meters (54.26 feet); thence
 N 61°00'54" E, a distance of 12.528 meters (41.10 feet); thence
 N 11°14'11" E, a distance of 19.902 meters (65.29 feet); thence
 N 28°42'52" W, a distance of 55.659 meters (182.61 feet); thence
 N 33°48'40" W, a distance of 34.811 meters (114.21 feet); thence
 N 14°48'46" W, a distance of 12.489 meters (40.97 feet); thence
 N 45°05'30" W, a distance of 16.244 meters (53.29 feet); thence
 S 86°05'49" W, a distance of 205.668 meters (674.76 feet); thence
 N 52°42'43" W, a distance of 107.131 meters (351.48 feet) to the said
 POINT OF BEGINNING.

Part 'C' containing 7.8191 hectares (19.321 acres), more or less.

Parts 'A', 'B' and 'C' containing a total of 18.9593 hectares (46.849 acres), more or less.

OR BK 4381 PG 1970
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OR BK 4381 PG 1971
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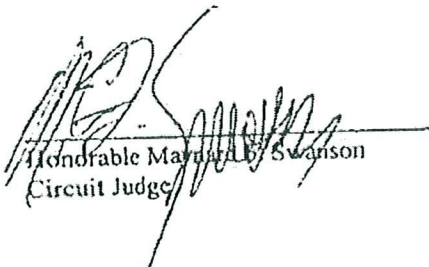
5. That the deposit of money will secure the persons lawfully entitled to the compensation which will be ultimately determined by final judgment of this Court.

6. That the sum of money to be deposited in the Registry of the Court within twenty (20) days of the entry of this Order shall be in the amount of **THREE HUNDRED SEVENTY FIVE THOUSAND SIX HUNDRED & NO/HUNDREDTHS DOLLARS (\$375,600.00)** for Parcel 124.

7. That the Clerk of the Circuit Court shall forthwith, upon deposit of the Petitioner's good faith estimate of value as to Parcel 124, pay to the Tax Collector of Pasco County the amount of pro-rated taxes due on the above-referenced parcel, and upon payment, this suit shall stand dismissed as to the Tax Collector of Pasco County, as to Parcel 124.

8. That on deposit as set forth above and without further notice or Order of this Court the Petitioner shall be entitled to possession of the property described in the Petition.

DONE AND ORDERED in Chambers at Dade City, Pasco County, Florida on this 31
day of May, 2000.


Honorable Mary Ann Swanson
Circuit Judge

Copies furnished to all
persons on the attached service list

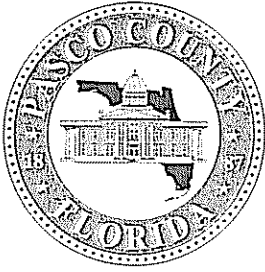
DEPARTMENT OF TRANSPORTATION VS ROY NICHOLAS GERACI, JR., ET AL.

AMENDED SERVICE LIST

PARCEL 124

OR BK 4381 PG 1972
6 of 6

- D-** ROY NICHOLAS GERACI, JR.
SERVE: LEE WM. ATKINSON, AS ATTORNEY
TEW, ZINOBER, BARNES, ZIMMET AND UNICE
2655 McCORMICK DRIVE
CLEARWATER, FL. 33579
- D-** PETER ADKINS GERACI
SERVE: LEE WM. ATKINSON, AS ATTORNEY
TEW, ZINOBER, BARNES, ZIMMET AND UNICE
2655 McCORMICK DRIVE
CLEARWATER, FL. 33579
- D-** MIKE OLSON, PASCO COUNTY TAX COLLECTOR
SERVE: MIKE OLSON
38053 LIVE OAK AVENUE
DADE CITY, FL. 33525



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

CERTIFIED MAIL NO. 7000-1530-0001-7712-1906
RETURN RECEIPT REQUESTED

March 22, 2004

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


RE: Long Lake Ranch – Development of Regional Impact #247

Dear Mr. Meyer:

Enclosed please find a certified copy of the Long Lake Ranch Development of Regional Impact, Development Order (Resolution No. 04-106), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. This development order was approved by the Pasco County Board of County Commissioners on February 24, 2004.

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

Sincerely,


Deversray L. Garner
Planner II

DLG/dlg
Enclosure

cc: Samuel P. Steffey, II, Growth Management Administrator
Michael LaSala, AICP, Senior Planner
Richard Tonello, Planner II

BY COMMISSIONER _____

RESOLUTION NO. 04-106

**A RESOLUTION ADOPTING A DEVELOPMENT ORDER
APPROVING, WITH CONDITIONS, THE LONG LAKE RANCH
DEVELOPMENT OF REGIONAL IMPACT NO. 247.**

WHEREAS, in accordance with Chapter 380.06, Florida Statutes (F.S.), as amended, PETER A. GERACI, ROY NICHOLAS GERACI, JR., and GERACI FAMILY ASSOCIATES, LTD. (applicants/developers), filed an Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as LONG LAKE RANCH; and,

WHEREAS, the Pasco County Board of County Commissioners is the governing body having jurisdiction over the review and approval of DRIs in Pasco County in accordance with Chapter 380.06, F.S., as amended; and,

WHEREAS, the culmination of review pursuant to Chapter 380.06, F.S., requires approval, approval with conditions, or denial of ADA; and,

WHEREAS, this Development Order (DO) for the LONG LAKE RANCH DRI was adopted by the Board of County Commissioners on February 24, 2004.

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

1. **GENERAL FINDINGS OF FACT**

The Board of County Commissioners makes the following general findings of fact:

a. The applicants/developers have filed, in accordance with Chapter 380.06, F.S., as amended, an ADA for the LONG LAKE RANCH DRI and associated responses to requests for additional information, collectively referred to herein as the application.

b. The nature, type, scope, intensity, density, and general impact of the proposed LONG LAKE RANCH DRI, in part, are those which are summarized in composite Exhibit A, ADA, and Sufficiency Responses, and in Exhibit B, the specific findings of fact and regional impacts contained in Pages 1-36 of the Tampa Bay Regional Planning Council (TBRPC) DRI Final Report. Both Exhibits A and B are incorporated into this DO by reference.

c. The real property encompassed by the LONG LAKE RANCH DRI is owned by the individual property owners described in ADA. A description of the real property is attached hereto as Exhibit C (Legal Description) and incorporated herein.

d. The Pasco County Comprehensive Plan Future Land Use Map (FLUM) classifications for the area subject to the application is RES-3 (Residential - 3 du/ga). Concurrent with the review of ADA, the owners have filed a request to amend the FLUM classification to

ROR (Retail/Office/Residential) Classification for that portion of the real property abutting S.R. 54 only, which will contain the retail, office, and multifamily residential uses. The remainder of the real property will remain RES-3 (Residential - 3 du/ga) Classification. The proposed development is consistent with the provisions of the ROR (Retail/Office/Residential) and RES-3 (Residential - 3 du/ga) (as applicable) Land Use Classifications and other Goals, Objectives, and Policies of the Comprehensive Plan.

e. Zoning on the property which is subject to the application is A-C Agricultural. Concurrent with the applicants' request to amend the FLUM classification for the ROR (Retail/Office/Residential) portion of the property, the owners filed an application for zoning amendment to rezone the entire property subject to the application from A-C Agricultural to MPUD Master Planned Unit Development.

f. On July 9, 2001, TBRPC notified Pasco County that the sufficiency review was complete, TBRPC had adopted its DRI Final Report, and that the local government should set a date for a public hearing on the pending application.

g. The Board of County Commissioners has scheduled a public hearing on the application on February 24, 2004.

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

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

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

k. The Board of County Commissioners has received and considered the TBRPC DRI Final Report on the application.

l. The Board of County Commissioners has received and considered various other reports and information including, but not limited to, the recommendation of the Pasco County Development Services Branch and the Development Review Committee (DRC).

2. **CONCLUSIONS OF LAW**

The Board of County Commissioners hereby finds that the LONG LAKE RANCH DRI:

a. Will not unreasonably interfere with the achievement of the objectives of the State Comprehensive Plan and State Land Development Plan applicable to the area encompassed by the application.

b. As conditioned, this DO is consistent with the report and recommendation of TBRPC.

c. As conditioned, this DO is consistent with the Pasco County Land Development Code (local land development regulations), subject to compliance with all applicable Land Development Code provisions.

d. As conditioned, this DO is consistent with the adopted Comprehensive Plan as amended and shall be deemed effective concurrent with the effective date of the described Comprehensive Plan amendment, subject to compliance with all applicable standards and provisions of the Comprehensive Plan.

e. The land that is the subject of this DO is not in an area of critical State concern.

3. **APPROVAL STIPULATION**

a. Approval of the application is hereby granted with conditions. The effective date of this DO shall be concurrent with the effective date of the associated amendment to the adopted Comprehensive Plan.

b. The requirements of and conditions contained in this DO shall regulate the development of the property described in Exhibit C. Following the adoption of this DO, all plans for development on this property shall be consistent with the conditions and restrictions recited herein. Such conditions and restrictions shall be binding upon all applicants'/developers' successors in interest to the property.

In the event the County believes violation of the provisions hereof has occurred, the County Administrator or his designee may issue a Notice of Noncompliance to the applicants/developers. After providing the applicants/developers with an opportunity to be heard, if it is determined by the County Administrator that a violation has occurred, the County Administrator may require that all development related to the violation shall cease until the violation has been corrected or the Board of County Commissioners rescinds the Notice of Noncompliance at a hearing to consider the said matter.

c. 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 applicants'/developers' commitments set forth in Exhibit D shall be honored by the applicants/developers, except as it may be superseded by specific terms of this DO.

d. Development of the LONG LAKE RANCH DRI shall be governed by the standards and provisions of the Comprehensive Plan. Land development regulations shall be applied in a manner which is consistent with Chapter 163.3194(1)(b), F.S. Conflicts between the land development regulations and this DO shall be resolved in accordance with applicable law.

e. Phase 1 of the approved DRI shall not be subject to downzoning, unit density reduction, or intensity before December 31, 2007, unless the County can demonstrate that substantial changes

in the conditions underlying the approval of DO have occurred or that DO was based on substantially inaccurate information provided by the applicants/developers; or that the change is clearly established by local government to be essential to the public health, safety, or welfare; or applicable land development regulations do not allow for the permitted density or intensity.

f. As provided in Chapter 190, F.S., and subject to approval by the County, Community Development District(s) (CDD) are hereby authorized to undertake the funding and construction of any of the projects, whether within or without the boundaries of CDD, which are identified within this DO. Further, any obligations of the applicants/developers contained in this DO may be assigned to CDD, homeowners'/property owners' association, or other entity approved by Pasco County.

g. The property is currently utilized for agricultural activities; also, a portion (the Roy Nicholas Geraci, Jr., homestead) of the property contains a private-airstrip use. It is understood that while the agricultural use will cease when DRI is built out, portions of the property may continue to be used for agricultural activities until the said property is developed in accordance with this DO. The private-airstrip use may continue, but only within the Roy Nicholas Geraci, Jr., homestead parcel, pursuant to applicable Federal Aviation Administration/Florida Department of Transportation (FDOT) requirements. All mining activities within DRI, including all required reclamation, shall be complete prior to the first plat approval for any residential units within DRI.

4. **PHASING AND DURATION**

a. Phasing schedule:

(1) Development of LONG LAKE RANCH shall proceed in accordance with the phasing schedule stated in Table 1 below:

TABLE 1
LONG LAKE RANCH DRI
LAND USE AND PHASING SCHEDULE

| Land Use | Phase 1 (2005-07) | Phase 2 (2007-15) | Total |
|----------------------|-------------------|-------------------|-------------|
| Commercial (sq. ft.) | 302,000 | 1,744,000 | 2,046,000 |
| (Community) | (252,000) | (280,000) | (532,000) |
| (Neighborhood) | (50,000) | (0) | (50,000) |
| (Convenience) | (0) | (344,000) | (344,000) |
| (Regional Mall) | (0) | (1,120,000) | (1,120,000) |
| Office (sq. ft.) | 304,000 | 0 | 304,000 |
| Residential (Units) | 1,516 | 425 | 1,941 |
| (Single-Family) | (1,116) | (0) | (1,116) |
| (Multifamily) | (400) | (425) | (825) |

(2) The Phase 2 approval is conceptual only. Specific Phase 2 approval is contingent upon further Section 380.06, F.S., transportation analysis and full ADA responses for Water Supply (Question No. 17) and Air Quality (Question No. 22).

b. Effective Date and Duration:

(1) This DO shall become effective upon its adoption in accordance with Chapter 380.06, F.S. (3.a on Page 3)

(2) The duration of DO shall be a period of fifteen (15) years from its effective date. The effective period may be extended by the Board of County Commissioners upon a showing of good cause and as provided by statutes. Application for such extension shall be made at least sixty (60) days prior to the expiration date.

c. Commencement of Development:

If physical development of LONG LAKE RANCH has not commenced on or before December 31, 2005, the Board of County Commissioners shall determine, pursuant to Chapter 380.06(19), F.S., as amended and the procedures outlined in Section VI.B hereof, whether the delay represents a substantial deviation from the terms and conditions of DO. For the purpose of DO, "commencement of development" shall mean the commencement of development of infrastructure, roadways, or vertical development, unless otherwise approved by Pasco County.

d. Build-Out of Project:

The build-out date for Phase 1 of the project shall be as of December 31, 2007. No request to extend the build-out date of DO shall be considered by the County unless and until the required improvements set forth in Table 2, below, have been made as full mitigation for the Phase 1 DRI transportation impacts of the project or guaranteed through an acceptable form of assurance as described herein. Any delay in the build-out date of Phase 1 of the project beyond December 31, 2007, shall require a new transportation analysis in accordance with Chapter 380.06, F.S., as the basis for a DO amendment which may include a re-evaluation of required transportation mitigation. The applicable build-out date for Phase 2 shall be established when specific approval of Phase 2 is obtained.

5. **SPECIFIC CONDITIONS**

a. Development components:

Subject to the possible exchange of land uses as described elsewhere herein, the project consists of the land uses by phase as described in Table 1.

b. Land Use exchange:

(1) Development entitlements within Phase 1 of the project may be exchanged pursuant to the Land Use Equivalency Matrix set out in Exhibit "E," attached hereto; provided, however, exchanges of commercial or office entitlements to residential entitlements are not permitted. Land use exchange requests shall be provided to the County, with copies to the Florida Department of Community Affairs (FDCA) and TBRPC, a minimum of fourteen (14) days prior to submittal to Pasco County, and the use

thereof shall be reported in the next Biennial Report. Land use exchanges that individually or cumulatively exceed thirty (30) percent of the total Phase 1 entitlement of any land use shall require prior approval by DRC.

(2) Any amendments to the land use mix or proposed phasing schedule, other than those described herein, shall be approved pursuant to the Notice of Proposed Change as required by Chapter 380.06(19), F.S., which approval shall not be withheld for mere acceleration or deceleration of phases if otherwise there is compliance with the terms of DO. In addition to the requirements set forth above, any departure in project build-out from the phasing schedule set forth in DO shall be subject to review to determine if such departure constitutes a substantial deviation pursuant to Chapter 380.06(19), F.S.

c. Water Quality and Drainage:

(1) Development of the LONG LAKE RANCH DRI shall not result in Levels of Service for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan and Land Development Code as maybe amended from time to time.

(2) The project's stormwater-management system shall be designed, constructed, and maintained to meet or exceed Chapters 17-25 and 40D-4, or 40D-40, Florida Administrative Code (FAC), and Pasco County stormwater-management requirements as may be amended from time to time. Treatment shall be provided by biological filtration wherever feasible. Best Management Practices for reducing adverse water-quality impacts as required by the regulations of Pasco County and other appropriate regulatory bodies shall be implemented. In addition, the applicants/developers shall comply with the following design requirements:

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

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

(c) The applicants/developers or other responsible entities shall ensure that the stormwater-management system is being properly maintained in keeping with its design and is providing the level of stormwater storage and treatment as established in the Environmental Resource Permit.

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

(e) Landscape and irrigation shall be in conformance with the Land Development Code in effect at the time of preliminary plan/site plan approval.

(3) If applicable, planning and development of the LONG LAKE RANCH DRI shall conform to the rules adopted by the Southwest Florida Water Management District (SWFWMD) for the Northern Tampa Bay Water (TBW) Use Caution Area. The Biennial Report shall identify what actions have been taken to comply with the said rules.

(4) In order to protect surface-water-quality, stormwater exiting the site shall meet all applicable State water-quality standards. The applicants/developers shall develop a surface-water-quality, monitoring program approved by Pasco County, SWFWMD, FDEP, and TBW which shall be instituted and approved before commencement of development, as defined in the Pasco County Land Development Code and continue through build-out of the development. Access to the monitoring sites shall be made available to the agencies listed above. One of the purposes of these monitoring programs is to ensure no adverse impact to the South Pasco Wellfield, which is a regionally significant resource. The following parameters shall be included within any required water-quality, monitoring program:

(a) Sampling locations and specific parameters (including nutrients, pesticides, herbicides, and stormwater parameters), frequency (minimum of twice annually) of monitoring, and reporting shall be subject to Pasco County, FDEP, and other appropriate regulatory bodies' approval.

(b) All water-quality, analytical methods, and procedures shall be thoroughly documented and shall comply with the Environmental Protection Agency/FDEP quality-control standards and requirements.

(c) The monitoring results shall be submitted to FDEP, SWFWMD, TBW, and Pasco County. Should the monitoring indicate that applicable State water-quality standards are not being met, the violation shall be reported to Pasco County and other appropriate regulatory bodies immediately. In the event there is a violation of any State water-quality standard, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected. In the event that the specific construction or other activity causing the violation cannot be identified, all construction in the subbasin shall cease until the violation is corrected.

(d) The postdevelopment, annual, rainfall-volume discharge from Long Lake Ranch shall not exceed the historic, predevelopment, average, annual, rainfall-volume discharge.

(5) A groundwater monitoring program shall be developed in coordination with FDEP, and SWFWMD, and TBW to establish parameters, methodology, and locations of monitoring sites, if required in the permitting process. Any such program shall be submitted to FDEP, and SWFWMD and TBW for review and to Pasco County for approval and shall be included in the next Biennial Report. Any required groundwater-quality, monitoring program shall be instituted and approved before commencement of development begins as defined in the Pasco County Land Development Code to provide background data and shall continue to project build out. If reclaimed water for irrigation purposes is used in the future, any

groundwater monitoring program will be amended as required by the permit for use of reclaimed water. In the event there is a violation of any State water-quality standard, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected. Monitoring results shall be included in the Biennial Report.

(6) The applicants/developers will comply with the terms of any consent order or administrative order hereafter entered by SWFWMD to the extent it affects DRI property.

d. Wetlands:

(1) Wetlands shall be protected in accordance with all applicable County, State, and Federal laws, rules, and regulations.

(2) Development plans for each parcel in the project shall include specific limits of wetlands pursuant to wetland delineation surveys to be conducted in coordination with SWFWMD and other regulatory agencies as may be applicable.

(3) Prior to development plan approval for any parcel, the applicants/developers shall submit a wetland/lake-management plan to SWFWMD for review and to Pasco County for approval. The plan shall address, but not be limited to, control of exotic species, mitigation of impacted wetlands, control of on-site water quality, and restoration of natural hydroperiods in on-site wetlands.

(4) Existing annual hydroperiods, normal pool elevation, and seasonal high-water elevations shall be substantially maintained in conformance with permitting by all appropriate jurisdictional entities.

(5) Buffering around all wetland areas shall comply with the Comprehensive Plan policies current at the time of this DO approval or SWFWMD regulations at the time permits are obtained, whichever is more restrictive, to provide an upland transition into the wetland areas and to protect the natural system from development impacts.

(6) All mitigation areas and littoral shelves shall be monitored in accordance with the requirements of the appropriate permitting agency.

e. Flood Plain/Disaster Preparedness:

(1) Elevation for all habitable structures shall be at, or above, a 100-year flood-plain elevation. All preliminary plan/preliminary site plan submittals shall show 100-year flood-plain elevations. Roadways providing access to residential areas shall be at, or above, required elevations as identified in the Pasco County Land Development Code.

(2) No fill shall be added within the 100-year flood plain without storage compensation as required by applicable regulations.

(3) The detention/retention of cumulative, stormwater runoff in excess of predevelopment release rates shall be provided by sufficient storage capacity constructed on the property to

be developed or within off-site drainage areas. Detention/retention storage capacity shall be based on a twenty-five (25) year/twenty-four (24) hour for open basins. Design high water elevations shall be established in consideration of adjacent properties and facilities such that off-site drainage impacts are minimized.

f. Wellfield Protection:

(1) The applicants/developers shall comply with the current Wellhead Protection Ordinance (Section 612 of the Pasco County Land Development Code as amended).

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

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

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

(c) Visually inspect the affected area.

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

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

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

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

(3) Discharge of stormwater into depressions with direct or demonstrated hydrologic connection to the Floridian Aquifer is prohibited.

(4) The historic, average, rainfall volume discharged from Long Lake Ranch should be maintained postdevelopment. The developers shall, in cooperation with TBW and to the extent the permitting agencies (Pasco County and SWFWMD) can allow, propose stormwater design solutions which achieve this goal (i.e., use of swale systems and reducing treatment volume requirements).

g. Vegetation and Wildlife:

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

listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes are discovered on site during project development, the applicants/developers shall immediately notify the Florida Fish and Wildlife Conservation Commission and implement the recommended measures for species protection in accordance with the requirements of Chapter 68A-27, FAC.

(2) The applicants/developers shall preserve the Upland Habitat Protection Areas designated on Map H of ADA.

(3) Protection of preserved wetlands and mitigation areas shall be ensured through conservation easements or deed restrictions.

h. Historical and Archaeological Sites:

Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Division of Historical Resources (FDHR), and Pasco County to either protect and preserve the site(s) in place or to mitigate any adverse impacts consistent with the requirements in Rule 9J-2.043, FAC. DO shall be amended to incorporate any required mitigation consistent with Chapter 1A-46, FAC. If any significant resources are found, a Certificate of Appropriateness must be obtained from the County pursuant to requirements of the Land Development Code.

(1) The developers shall comply with FDHR's recommendation that the project site be subjected to a systematic, professional archaeological and historical survey "prior to initiating any project-related land clearing or ground disturbing activities" in accordance with Chapter 1A-46, FAC. The results and findings of this survey must be validated and approved by FDHR and Pasco County prior to commencement of development. Documentation of compliance and a report outlining the results of such excavations and surveys shall be provided as part of the first Biennial Report.

i. Land:

(1) Best Management Practices to reduce soil erosion and fugitive dust shall be implemented.

(2) Prior to commencing development, the applicants/developers shall provide the Pasco County Engineering Services Department, Survey Division, with two (2) pair of Global Positioning Satellite control points with twenty-four (24) hour access. The location shall be mutually determined by the applicants/developers and the County Surveyor. The applicants'/developers' existing survey shall be valid for permitting purposes until final plat approval is requested.

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

(1) The County has indicated that capacity exists, and water and wastewater services will be provided by Pasco County in accordance with Chapter 110 of the Pasco County Code of Ordinances as amended. The applicants/developers shall construct all water and wastewater facilities within

the development to Pasco County standards in effect when application is made for connection. Prior to the first preliminary site plan approval, the developers shall enter into a Utilities Service Agreement with the County for the provision of central water and wastewater services.

(2) Development of the project shall not result in Levels of Service for water and wastewater services below the acceptable Levels of Service established in the Comprehensive Plan.

(3) The applicants/developers agree to use the lowest quality water reasonably available and suitable for a given purpose in order to reduce the unnecessary use of potable water and groundwater. Potable water; i.e., water that is treated and provided through a public-distribution system, shall not be used for the irrigation of common areas if lower quality water becomes reasonably available.

(4) Water-saving fixtures shall be required in the project as mandated by the Florida Water Conservation Act (Chapter 553.14, F.S.), and xeriscape-type landscaping shall be encouraged within the project. The applicants/developers are encouraged to coordinate its efforts with the Florida Yards and Neighbors Program.

(5) High efficiency, water-saving devices; irrigation systems; and low-volume, plumbing fixtures will be used throughout the project.

(6) No permanent septic tanks shall be installed on the Long Lake Ranch site. Any temporary septic tanks and drain fields installed to serve construction operations shall be located at least 1,000 feet from the western DRI property line.

k. Solid/Hazardous/Biohazardous Waste and Recycling:

(1) The County has determined that adequate capacity exists or will be provided to process the solid waste generated by the project. The collection, transportation, and disposal of solid waste are controlled by Chapter 90 of the County Code of Ordinances and shall take place in accordance with the terms thereof.

(2) Development of the project shall not result in Levels of Service (LOS) for solid-waste collection/disposal 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 Pasco County or other appropriate entities.

(3) As stated in ADA, it is not anticipated that hazardous or toxic waste will be generated by the project. However, the applicants/developers or their designee shall advise businesses within the project of applicable statutes and regulations regarding hazardous waste and materials, including those listed in Rule 9J-2.044, FAC.

(4) Solid-waste recycling shall be given a high priority, and a specific plan shall be submitted to and approved by Pasco County to maximize solid-waste recycling for all phases of and all types of development within the LONG LAKE RANCH DRI.

I. Energy:

(1) All LONG LAKE RANCH DRI tenants, businesses, and residents in the project shall be encouraged to:

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

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

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

(d) Institute recycling programs.

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

m. Transportation:

(1) Phase 1 Approval: Specific approval is hereby granted for the development of Phase 1 of the LONG LAKE RANCH DRI as defined herein, subject to the conditions outlined herein.

(2) Access Management: The applicants/developers shall be responsible for construction of the access improvements to S.R. 54 for the project as described in Table 2 below unless they are sooner provided by FDOT or others. All other access points for the project to S.R. 54 shall be in accordance with the FDOT Access-Management approval previously obtained by the applicants/developers. These improvements are not eligible for impact fee credits.

TABLE 2*
PHASE 1 (2006) REQUIRED IMPROVEMENTS

| Location | Required Improvement |
|---|--|
| Sunlake Boulevard at S.R. 54 (Main Project Entrance) | Construct Westbound, Left-Turn Lane; Eastbound, Right-Turn Lane; and Northbound, Left- and Right-Turn Lanes. Signalize when warranted by MUTCD. |
| S.R. 54 at the Easternmost Project Driveway, North Side | Construct Westbound, Left-Turn Lane; Eastbound, Right-Turn Lane; and Northbound, Left- and Right-Turn Lanes. |

*Improvements listed in above Table 2 correlate to the levels of development listed in the Project Composition and Phasing Table on Page 2 of TBRPC's Final Report for DRI No. 247, LONG LAKE RANCH.

(3) Completion of Required Improvements: In the event the applicants/ developers (or FDOT) have not constructed the required improvements set forth in Table 2 prior to the issuance of the first final plat within the LONG LAKE RANCH DRI, no such plat nor any further Building Permits shall be issued by the County, until such required improvements are made. Nothing herein shall preclude the commencement of horizontal-site development, infrastructure, or roadways within the LONG LAKE RANCH DRI, provided such required improvements are completed prior to issuance of the first final plat within the LONG LAKE RANCH DRI.

(a) The development within Phase I of the DRI shall not exceed 304,000 square feet of office, 302,000 square feet of retail, 400 multifamily units, and 1,116 single-family units until such time that a north-south road (known as Sunlake Boulevard in Pasco County) has been constructed at a minimum of two (2) lanes with 200 feet of right-of-way within Pasco County and 124 feet of right-of-way within Hillsborough County from S.R. 54 to the connection at the existing terminus of Sunlake Boulevard or an alternative alignment as approved by Pasco and Hillsborough Counties that connects to North Dale Mabry Highway. If Hillsborough County cannot provide the alternative alignment at the time of the initial construction plan approval for Long Lake Ranch, then the alignment connecting to the existing Sunlake Boulevard in Hillsborough County shall be allowed.

(b) The 304,000 square feet of office permitted in Phase 1 of the DRI, and the land area necessary to construct such office entitlements (not less than 30 buildable acres), shall not be reduced, exchanged or traded off for retail or residential land uses.

(4) Any delay in the build-out date of the project beyond December 31, 2007, shall require a new transportation analysis in accordance with Chapter 380.06, F.S., as the basis for a DO amendment which may include additional roadway improvements.

(5) Traffic Monitoring: Prior to preliminary site plan/plat approval of fifty (50) percent of the DRI entitlement (including the already built portion), the developers shall institute an annual monitoring program and provide annual monitoring reports to Pasco County to verify that the total allowable trips are not exceeded. (The total driveway trips of a development shall not be allowed to exceed 1,373 inbound and 1,369 outbound p.m. peak-hour trips, for a total of 2,742 p.m. peak-hour trips.) The monitoring program shall be in accordance with the following:

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

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

Construction of Sunlake Boulevard/Impact Fee Credits: The developers shall provide to Pasco County sufficient right-of-way of 200 feet in width within Pasco County for the construction of a north-south road (known as Sunlake Boulevard in Pasco County). The north-south road shall connect S.R. 54 to the connection at the existing terminus of Sunlake Boulevard or an alternative alignment as approved by Pasco and Hillsborough Counties that connects to North Dale Mabry Highway. If Hillsborough County cannot provide the alternative alignment at the time of the initial construction plan approval for Long Lake Ranch, then the alignment connecting to the existing Sunlake Boulevard in Hillsborough County shall be allowed. The developers will construct such roadway for the purpose of providing a north-south link with the major roads within the planned County and State Road systems. The developers agree to design, permit, and construct such roadway as a two (2) lane urban section north-south roadway, including related intersection improvements, sidewalk, bike path, signal light, and all necessary drainage, flood plain, and wetland mitigation. The right-of-way for the project shall be sufficient for the ultimate construction of a four (4) lane, urban section with the developers providing 200 feet of right-of-way within Pasco County and a minimum of 124 feet of right-of-way in Hillsborough County for the road, plus right-of-way for drainage, flood plain, and mitigation. The developers agree to provide the right-of-way for the road construction within sixty (60) days of the County's written request or upon platting of adjoining land (whichever is sooner), or as otherwise required by the Development Agreement. Construction shall be performed by the developers in a timely manner based upon the design approved by the County and the Development Agreement. The developers shall not receive any impact-fee credits from Pasco County for the foregoing right-of-way donation or the construction of the first two (2) lanes of the roadway which the developers acknowledge are site-related donations and improvements. However, Pasco County agrees to purchase eighty (80) feet of the 200 feet of right-of-way provided by the developers at a price of Fifteen Thousand and 00/100 Dollars (\$15,000.00) per acre, or at a value to be determined by an M.A.I. appraiser hired by the County at its expense, whichever is less.

The final, approved design plans for Sunlake Boulevard through Long Lake Ranch may require additional land beyond the 200-foot right-of-way area for roadway drainage, floodplain, wetland, or other environmental mitigation, compensation, or attenuation and may require additional land not within the 200 feet of right-of-way area due to changes in the right-of-way boundaries resulting from the Project Development and Environment Study, permitting, and other design and engineering considerations (the "Additional Land"). The developers agree to donate such Additional Land at the location or locations designated by the final plans for Sunlake Boulevard, at no cost to the County, for any such Additional Land required for lanes one (1) through four (4) of Sunlake Boulevard, and the County agrees to purchase any such Additional Land required for lanes five (5) and six (6) of Sunlake Boulevard on the same terms as the acquisition of the eighty (80) feet of right-of-way set forth above. The developers shall enter into a Development Agreement with Pasco County (with comments from Hillsborough County) for the right-of-way

acquisition, design, and construction of Sunlake Boulevard prior to the first preliminary plan/preliminary site plan approval within DRI.

n. Air Quality:

Best Management Practices as identified in ADA shall be employed during site preparation and construction to minimize air-quality impacts.

o. Health Care/Police/Fire:

Pasco County shall provide fire, police, and EMS service to the development. The applicants/developers shall be required to pay impact fees for such services at such time as the County adopts an impact-fee ordinance for any or all of such services.

p. Housing:

The applicants/developers have completed an affordable housing assessment for the nonresidential component of the LONG LAKE RANCH DRI and determined that the existing housing supply is adequate to meet the anticipated demand for very low-, low-, and moderate-income, housing units for development of all planned commercial and office uses.

q. General Conditions:

(1) Should the applicants/developers divest itself of all interest in the project prior to the expiration of this DO, the applicants/developers shall designate the successor entity to be responsible for preparation of the Biennial Report, which designation shall be effective upon notification and consent by the County.

(2) In addition to the MPUD Master Planned Unit Development conditions of approval, the developers shall comply with all Pasco County ordinances, including all impact fee ordinances.

(3) In the event ordinances/resolutions are subsequently adopted by the Board of County Commissioners including, but not limited to, solid waste, public safety, or wildlife ordinances, the owners/developers shall be required to comply with such ordinances/resolutions.

(4) If the applicants/developers desire to abandon any part or all of this DRI, they must do so pursuant to Rule 9J-2.0251, FAC (Abandonment of Developer Orders), as amended. Simultaneously with filing for abandonment, the applicants/developers shall file for a Comprehensive Plan amendment to remove the land use classifications that were adopted for this DRI and to return the land uses to those existing to the approval of this DRI.

6. **PROCEDURES**

a. Biennial Reports:

(1) Monitoring of the LONG LAKE RANCH DRI by the County shall be the responsibility of the County Administrator or his designee.

(2) The applicants/developers shall provide a Biennial Report on the required form to the Pasco County Development Services Branch, TBRPC, and FDCA on the anniversary date of final adoption of this DO each year during the term of this DO. The contents of the Biennial Report shall meet the requirements of Chapter 380.06(18), F.S., and shall include all additional data and information as required in this DO.

(3) If the Biennial Report is not submitted within thirty (30) days after the due date, Pasco County shall notify the applicants/developers and shall declare the project not to be in compliance with DO. Should the report not be submitted within thirty (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 Chapter 380.06(17), F.S., as amended until a public hearing has been held, pursuant to Chapter 380.06(19), F.S., as amended to determine if a substantial deviation has occurred.

(4) In addition to the required elements of the Biennial Report, the applicants/developers shall include:

(a) The cumulative number of square feet or units approved to utilize the land-use tradeoff mechanism, including the number of square feet or units changing.

(b) The cumulative number of units (by type and square feet of retail and office) with site-plan approval.

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

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

(e) A list of DRI/DO conditions of approval and whether the said conditions have been met by the applicants/developers.

(f) A status of construction of the Table 2 Required Improvements.

(g) Applicable transportation-monitoring data.

(5) The applicants/developers may not assign the obligation to submit the report or any part thereof without the consent of TBRPC and the County Administrator or his designee.

b. Amendments/Substantial Deviations:

Proposed changes to this DO are subject to review pursuant to the terms of this DO and provisions of Chapter 380.06(19), F.S., as amended prior to implementation of such changes. Application to amend any provision of this DO shall be made on the required form (Notice of a Proposed Change to a Previously Approved DRI) and shall be provided by the applicants/developers to TBRPC, FDCA, and Pasco County.

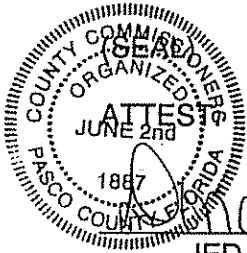
c. Notice of Adoption:

(1) A Notice of Adoption of this resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Chapter 380.06(15)(f), F.S., as amended.

(2) The Clerk of the Circuit Court, Secretarial Services, for the Board of County Commissioners shall return eight (8) signed and certified copies of this DO, including all exhibits, and Notice of Adoption to the Pasco County Development Services Branch. The Pasco County Development Services Branch shall then send out the copies of each document to FDCA, TBRPC, and to the attorneys of record of these proceedings.

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

DONE AND RESOLVED this 24th day of February 2004.



Charles Schmidt, Jr.
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

Peter A. Altman
PETER A. ALTMAN, CHAIRMAN

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

Paul Solb
ATTORNEY

APPROVED
FEB 24 2004

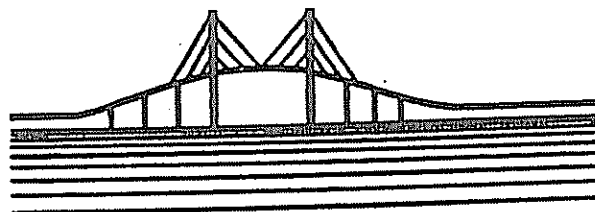
EXHIBITS

- A. ADA*; Sufficiency Responses*
- B. TBRPC DRI Final Report
- C. Legal Description
- D. Applicants'/Developers' Commitment
- E. Land use Equivalency Matrix
- F. Map H

*Incorporated by Reference

FINAL REPORT

DRI #247 Long Lake Ranch Pasco County



Tampa Bay Regional Planning Council

9455 Koger Blvd., Suite 219, St. Petersburg, FL 33702
Phone (727) 570-5151 Suncom 513-5066 FAX (727) 570-5118
<http://www.tbrpc.org>

REPORT ADOPTED: July 9, 2001

**DRI #247 - LONG LAKE RANCH
PASCO COUNTY**

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**DRI #247 - LONG LAKE RANCH
PASCO COUNTY**

This report is prepared in accordance with the Florida Land and Water Management Act, Chapter 380, Florida Statutes (F.S.), and in compliance with this legislation addresses the development's efficient use or undue burdening of public facilities in the region, as well as the positive and negative impacts of the development on economics and natural resources. The report presents the findings and recommendations of the Tampa Bay Regional Planning Council (TBRPC) based upon data presented in the Development of Regional Impact (DRI) application as well as upon information obtained through on-site inspections, local and state agencies, outside sources and comparisons with local and regional plans. Policies cited in this report are from the Council's adopted policy document, *Future of the Region: A Strategic Regional Policy Plan for the Tampa Bay Region (SRPP)*, adopted March 12, 1996, as amended.

| APPLICANT INFORMATION | |
|------------------------------|--|
| AUTHORIZED AGENT | Mr. Peter A. Geraci 2702 Wilson Circle Lutz, FL 33549-4975 |
| APPLICANTS | Mr. Peter A. Geraci, Mr. Roy N. Geraci and Geraci Family Associates Ltd. 2702 Wilson Circle Lutz, FL 33549-4975 |
| LEGAL COUNSEL | Mr. Joel R. Tew, Esquire Tew, Barnes and Atkinson LLP 2655 McCormick Drive Clearwater, FL 34619 |
| DRI CONSULTANT | Mr. Joseph Kubicki, Vice-President King Engineering Associates 4921 Memorial Hwy., Suite 300 Tampa, FL 33634 |

CHRONOLOGY OF PROJECT:

| | | |
|---|---|------------------|
| Transportation Methodology Meeting | - | March 10, 2000 |
| Preapplication Conference | - | July 10, 2000 |
| ADA Submittal | - | July 17, 2000 |
| Site Inspection | - | August 11, 2000 |
| ADA Comments | - | August 16, 2000 |
| First Sufficiency Response Submittal | - | December 8, 2000 |
| First Sufficiency Response Comments | - | January 5, 2001 |
| Second Sufficiency Response Submittal | - | April 5, 2001 |
| Declaration of Sufficiency by TBRPC | - | May 4, 2001 |
| Notify Pasco County to Set Hearing Date | - | May 4, 2001 |
| Notification Received of Hearing Date | - | May 23, 2001 |
| TBRPC Final Report | - | July 9, 2001 |
| Pasco County BOCC Meeting (Scheduled) | - | July 31, 2001 |

PROJECT DESCRIPTION

The applicant for the Long Lake Ranch Development of Regional Impact (DRI) is seeking specific Development of Regional Impact (DRI) approval for only the first phase of a two-phase, 1,079± acre, mixed-use development in southcentral Pasco County. The first phase is proposed to contain 1,116 single-family residential units, 400 multi-family residential units, 304,000 sq. ft. of office space and 302,000 sq. ft. of commercial space. The applicant is also seeking conceptual approval for Phase II, which is proposed to consist of 1,744,000 sq. ft. of additional commercial space and 425 additional multi-family residential units. Sufficient information has been provided to grant these requests subject to the terms and conditions stated in Section IV of this Report. The entitlements within each Phase are identified in the table provided below.

The project is located along the southern side of S.R. 54, south of the proposed Sunlake Centre DRI, east of the South Pasco Wellfield, north of the Hillsborough County line, and west of Henley Road and Big Moss Lake Road. Buildout of the first Phase is scheduled to occur in 2006, with buildout of the conceptually-approved final phase projected for 2015. Map 1 is a general location map for the project.

As depicted on the General Development Plan (Map 2), the location of the retail and office uses is predominantly fronting S.R. 54. Residential uses are located south of the S.R. 54 frontage and abut the Hillsborough County line.

Map 3 is an illustration of the regionally-significant natural resources within and adjacent to the Long Lake Ranch project site.

PROJECT COMPOSITION AND PHASING:

| LAND USE | PHASE I (2001-2006) | PHASE II (2006-2105)* | TOTAL* |
|----------------------|------------------------|--------------------------|-------------|
| COMMERCIAL (Sq. Ft.) | 302,000 | 1,744,000 | 2,046,000 |
| (Community) | (252,000) | (280,000) | (532,000) |
| (Neighborhood) | (50,000) | (0) | (50,000) |
| (Convenience) | (0) | (344,000) | (344,000) |
| (Regional Mall) | (0) | (1,120,000) | (1,120,000) |
| OFFICE (Sq. Ft.) | 304,000 | 0 | 304,000 |
| RESIDENTIAL (Units) | 1,516 | 425 | 1,941 |
| (Single-Family) | (1,116) | (0) | (1,116) |
| (Multi-Family) | (400) | (425) | (825) |

* It is recommended that Phase II be conceptually approved only. Specific Phase II approval will be contingent upon further Section 380.06, F.S. transportation analysis and full A.D.A. responses for Water Supply (Question #17) and Air Quality (Question #22).

DEVELOPMENT AREA:

| LAND USE | FLU- CCS | EXISTING | | PROPOSED | |
|---------------------------|-------------|----------|--------|----------|--------|
| | | ACRES | % | ACRES | % |
| Residential/Single-Family | 1100 | 11.1 | 1.0 | 443.9 | 41.2 |
| Retail | 1410 | 0.0 | 0.0 | 230.7 | 21.4 |
| Natural Habitats | Various | 364.5 | 33.7 | 197.9 | 18.3 |
| Lakes (10 - 100 Acres) | 5230 | 69.3 | 6.4 | 69.3 | 6.4 |
| Roads | 8814 | 0.0 | 0.0 | 52.5 | 4.9 |
| Residential/Multi-Family | 1340 | 0.0 | 0.0 | 43.1 | 4.0 |
| Office | 1430 | 0.0 | 0.0 | 35.9* | 3.3 |
| Improved Pasture | 2110 | 580.4 | 53.9 | 3.5 | 0.3 |
| Borrow Areas | 7420 | 50.7 | 4.7 | 0.2 | 0.0 |
| Horse Farms | 2510 | 3.0 | 0.3 | 0.0 | 0.0 |
| TOTAL | | 1078.9 | 100.00 | 1078.9 | 100.00 |

SOURCE: SR1/Table 10-2 Revised, as further revised by SR2/Revised Map H (*)
DEFINITION: FLUCCS - Florida Land Use Cover and Forms Classification System.

SUMMARY OF PROJECT BENEFITS AND IMPACTS

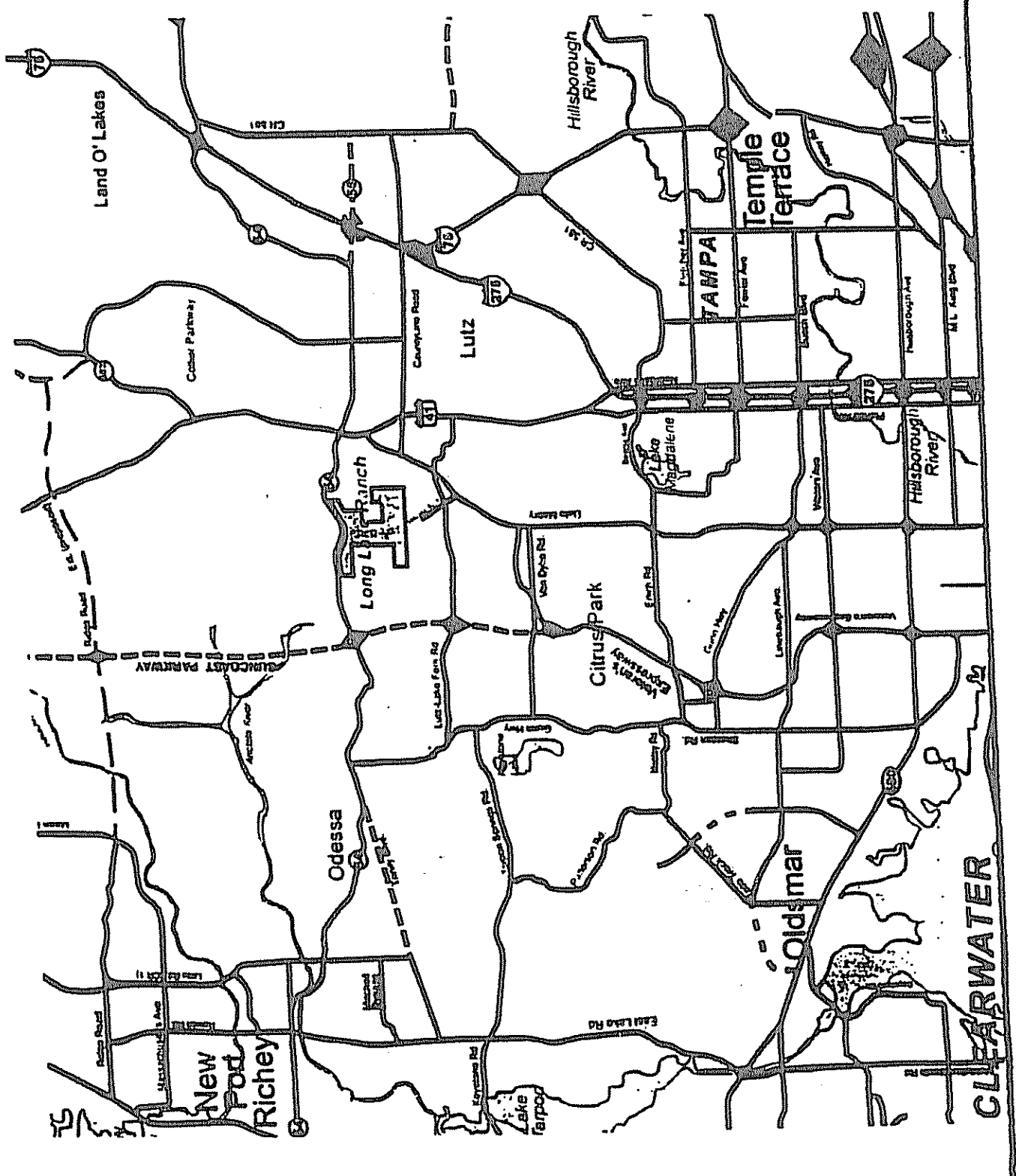
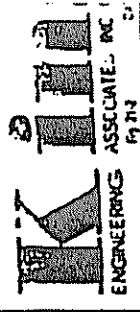
The following summary identifies those benefits and impacts anticipated following Phase I and total project buildout:

| BENEFITS | Employment ¹ | Construction-Related/Temporary (Phase I): | 369 jobs |
|----------|-------------------------------------|--|----------------|
| | | Non-construction/Permanent (Phase I): | 1,469 jobs |
| | | Construction-Related/Temporary (At Buildout): | 1,606 jobs |
| | | Non-construction/Permanent (At Buildout): | 5,323 jobs |
| IMPACTS | Government Tax Revenue ² | Estimated Ad Valorem Tax Revenues (Phase I): | \$3,907,709 |
| | | Estimated Ad Valorem Tax Revenues (At Buildout): | \$7,085,039 |
| | Water Supply ³ | Estimated Average Daily Demand for Phase I only*: | |
| | | Potable Water (Phase I): | 0.417 mgd |
| | | Non-Potable Water (Phase I): | 0.618 mgd |
| | | Estimated Average Daily Flow (Phase I): | 0.394 mgd |
| | Wastewater ⁴ | Estimated Average Daily Flow (At Buildout): | 0.741 mgd |
| | | Estimated Average Daily Generation (Phase I): | 13.89 tons/day |
| | Solid Waste ⁵ | Estimated Average Daily Generation (At Buildout): | 25.65 tons/day |
| | | Estimated Average Daily Electrical Demand (Phase I): | 14,382 MW |
| | Energy ⁶ | Estimated Average Peak Hour Demand (Phase I): | 7,900 MW |
| | | Estimated Average Daily Electrical Demand (At Buildout): | 33,734 MW |
| | | Estimated Average Peak Hour Demand (At Buildout): | 18,500 MW |

| | | | |
|--|-----------------|---|--------------------------------------|
| IMPACTS (Continued) | Transportation* | Estimated Trip Generation for Phase I only* | |
| | | P.M. Peak Hour Trips: | 3,152 (1,578 Inbound/1,574 Outbound) |
| | | Net Ext. P.M. Peak Hour Trips: | 2,572 (1,288 Inbound/1,284 Outbound) |
| NOTES: | | SOURCES: | |
| * - It is recommended that additional information be provided to address specific, anticipated Phase II impacts. | | 1. ADA/Table 10-4 | |
| | | 2. ADA/Table 11-2 | |
| | | 3. ADA/Table 17-1A | |
| | | 4. ADA/Table 18-1A | |
| | | 5. ADA/Tables 20-2A & 20-2B | |
| | | 6. ADA/Tables 29-1 & 29-2 | |
| | | 7. ADA/Table 21-7 & SR1/Table 21-8R | |
| DEFINITIONS: | | | |
| mgd - million gallons per day | | | |
| MW - megawatts | | | |

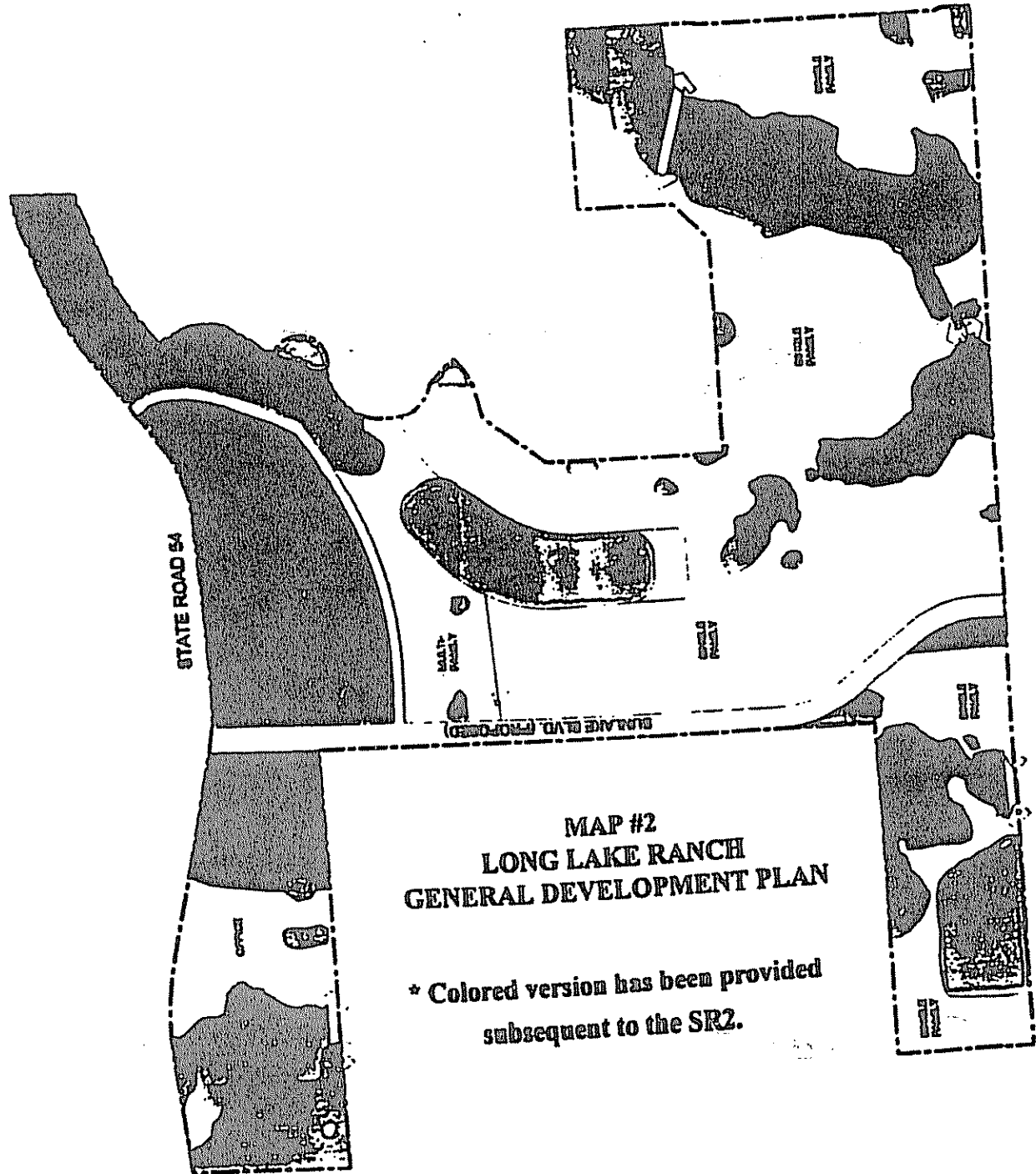
Long Lake Ranch

NIAP #1
Project Location Map



Revised SR-2
Map H
Master Development
Plan

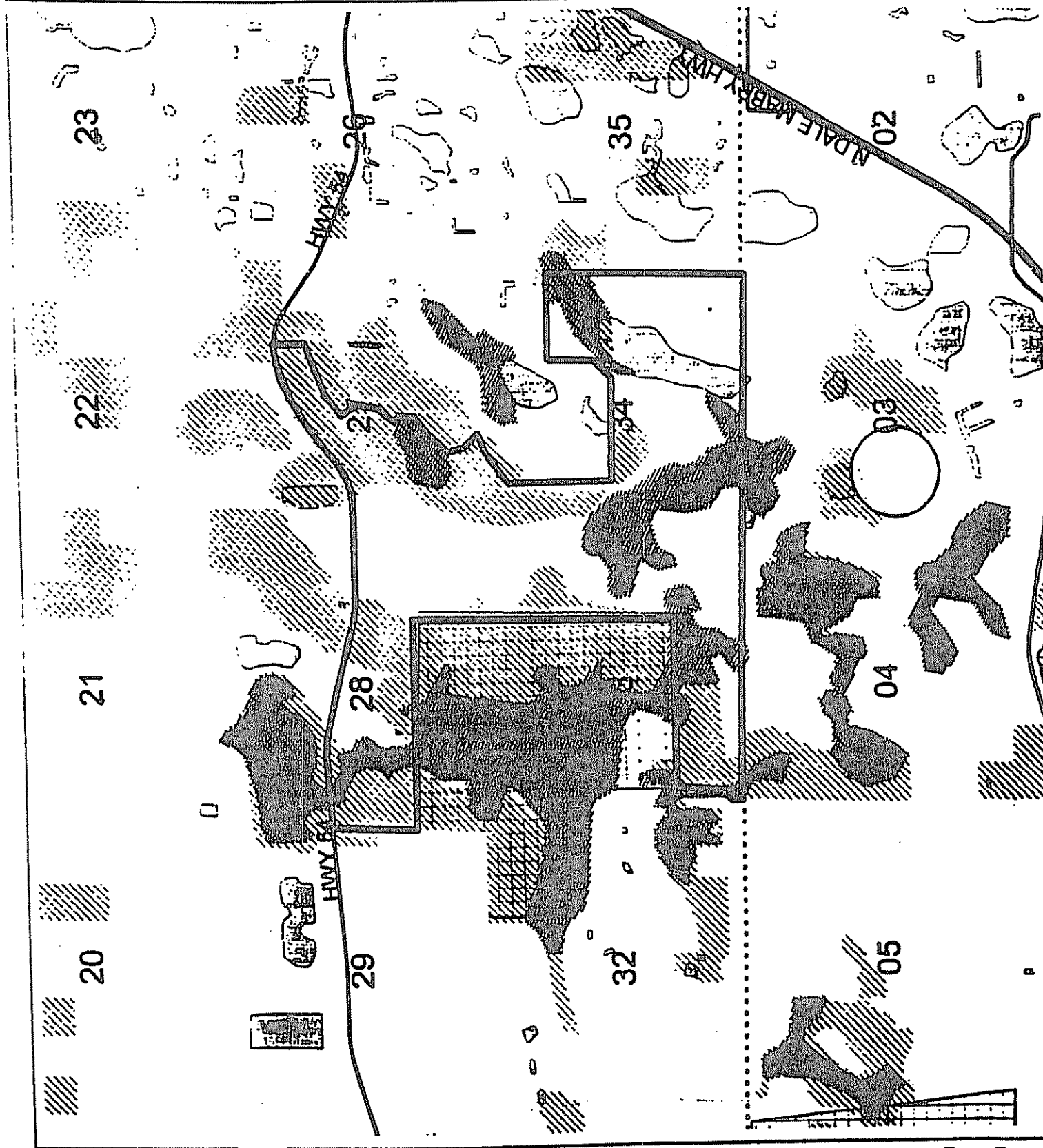
- Legend
- Single Family Residential (PHASE 1) 0 AC
 - Multi Family Residential 43.1 AC (PHASE 1 AND 2)
 - Retail 235.7 AC (PHASE 1 AND 2)
 - Office 35.0 AC (PHASE 1)
 - Wetlands to be Preserved 123.0 AC
 - Upland Habitat Protection areas 9
 - Potential Wetland areas 74.8 AC
 - Lakes 63.3 AC
 - Transportation Corridor Location (potential) Protection in



SOURCE: TBRPC Strategic Regional
Policy Plan (1993).

LEGEND

- County Lines
- Sec-Twn-Rng
- Major Roads
- Dri
- Other
- Reg Wells
- Species of Concern
- Critical Areas
- Strategic Habitat
- Managed Areas
- Pri. Wetlands
- Significant Resources
- Intertidal
- Coastal Strand
- Gulf/Open Water
- Beaches
- Riverine
- Lakes
- Special Habitat
- Localional Features
- Water Bodies



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**SECTION II - REGIONAL IMPACTS
DRI #247 - LONG LAKE RANCH
PASCO COUNTY**

ECONOMY

Employment

Construction of Long Lake Ranch is expected to generate 369 construction-related jobs during development and 1,499 permanent positions by the end of Phase I in 2006. The total project is expected to generate 1,606 construction-related jobs and 5,323 permanent positions. The following Table summarizes the anticipated construction-related and permanent positions by anticipated annual income range for each phase:

| INCOME RANGE | PHASE I (2006) | | PHASE II (2015) | | AT BUILDOUT (2015) | |
|--------------------|----------------|--------------|-----------------|--------------|--------------------|--------------|
| | Construction | Permanent | Construction | Permanent | Construction | Permanent |
| Less than \$10,000 | 0 | 0 | 0 | 0 | 0 | 0 |
| \$10,000-\$14,999 | 18 | 196 | 63 | 1,080 | 81 | 1,277 |
| \$15,000-\$19,999 | 92 | 340 | 308 | 1,848 | 400 | 2,188 |
| \$20,000-\$24,999 | 148 | 216 | 494 | 537 | 642 | 753 |
| \$25,000-\$29,999 | 73 | 204 | 249 | 139 | 322 | 343 |
| \$30,000-\$34,999 | 30 | 295 | 98 | 87 | 128 | 382 |
| \$35,000-\$39,999 | 6 | 168 | 18 | 133 | 24 | 301 |
| More than \$40,000 | 2 | 80 | 7 | 0 | 9 | 80 |
| TOTAL → | 369 | 1,499 | 1,237 | 3,824 | 1,606 | 5,323 |

SOURCE: ADA/Table 10-4

Revenues Generated

Long Lake Ranch will generate revenues for the Pasco County Board of County Commissioners, the Pasco County School Board, and other taxing units of government through several sources. The primary sources of revenue are ad valorem taxes and impact fees. Revenues will also be realized from State and Federal revenue sharing.

AD VALOREM REVENUE PROJECTIONS

| RECIPIENT ENTITY | PHASE I | | PHASE II | |
|-------------------------|------------------|--------------------|------------------|--------------------|
| | Annual | Cumulative | Annual | Cumulative |
| School Board/Operating | \$257,060 | \$1,285,300 | \$106,055 | \$2,345,850 |
| School Board/Debt | \$38,688 | \$193,440 | \$15,614 | \$349,580 |
| School Board/Capital | \$76,233 | \$381,165 | \$30,767 | \$688,835 |
| Pasco County/Operating | \$326,658 | \$1,633,290 | \$131,838 | \$2,951,670 |
| Pasco County - MSD/Fire | \$50,711 | \$253,555 | \$20,491 | \$458,465 |
| SWFWMD | \$16,847 | \$84,235 | \$6,800 | \$152,235 |
| Pinellas Anclote | \$15,285 | \$76,425 | \$6,169 | \$138,115 |
| TOTAL → | \$781,542 | \$3,907,709 | \$317,733 | \$7,085,039 |

SOURCE: ADA/Table 11-2

IMPACT AND PERMIT FEE PROJECTIONS

| IMPACT OR PERMIT FEE | PHASE I | | PHASE II | |
|----------------------|------------------|--------------------|------------------|--------------------|
| | Annual | Cumulative | Annual | Cumulative |
| S.F. units water | \$123,988 | \$619,940 | \$0 | \$619,940 |
| S.F. units sewer | \$334,500 | \$1,672,500 | \$0 | \$1,672,500 |
| M.F. units water | \$23,205 | \$116,025 | \$10,920 | \$225,225 |
| M.F. units sewer | \$72,845 | \$364,225 | \$34,280 | \$707,025 |
| Retail sq. ft. | \$49,428 | \$247,140 | \$47,369 | \$720,830 |
| Office sq. ft. | \$16,476 | \$82,380 | \$0 | \$82,380 |
| Building Permits | \$114,965 | \$574,825 | \$26,529 | \$840,115 |
| TOTAL → | \$735,407 | \$3,677,035 | \$119,098 | \$4,868,015 |

Source: ADA/Table 11-3

REVENUE SHARING PROJECTIONS

| LEVEL OF GOVERNMENT | PHASE I | | PHASE II | |
|---------------------|-----------------|------------------|-----------------|------------------|
| | Annual | Cumulative | Annual | Cumulative |
| State | \$85,000 | \$425,000 | \$11,065 | \$535,650 |
| Federal | \$14,155 | \$70,775 | \$1,843 | \$89,205 |
| TOTAL → | \$99,155 | \$495,775 | \$12,908 | \$624,855 |

Source: ADA/Table 11-4

VEGETATION, WILDLIFE AND WETLANDS

The site consists primarily of improved pasture, herbaceous and forested wetlands, and a sand mining operation. The on-site wetlands have been impacted by groundwater withdrawals and are of reduced quality. The uplands have been impacted by cattle use. There are Natural Resources of Regional Significance on the site, including Strategic Habitat Conservation Areas and Priority Wetlands for 7+ Species, as depicted in *Future of the Region. A Strategic Regional Policy Plan for the Tampa Bay Region*. Protection of these resources is of regional concern.

The Table below identifies the habitat types, percent of site covered, and acreage (with percentage) existing and to remain after buildout.

| COMMUNITY TYPE | EXISTING | | AT BUILDOUT | |
|--------------------------|----------|-----------|-------------|---------------|
| | Acreage | % of Site | Acreage | % of Existing |
| Improved Pasture | 580.4 | 53.8 | 3.5 | 0.6 |
| Woodland Pasture | 72.0 | 6.7 | 5.3 | 7.4 |
| Lakes | 69.5 | 6.4 | 69.5 | 100.0 |
| Cypress | 64.7 | 6.0 | 61.3 | 94.7 |
| Shrub & Brushland | 54.2 | 5.0 | 4.7 | 8.7 |
| Borrow Areas | 50.7 | 4.7 | 0 | 0 |
| Freshwater Marsh | 39.8 | 3.7 | 32.0 | 80.4 |
| Herbaceous range | 30.9 | 2.9 | 0 | 0 |
| Upland Coniferous Forest | 30.8 | 2.9 | 0 | 0 |
| Xeric Oak | 20.2 | 1.9 | 0 | 0 |
| Wet Prairie | 19.3 | 1.8 | 8.7 | 45.1 |
| Stream & Lake Swamp | 15.2 | 1.4 | 14.5 | 95.4 |
| Hardwood-conifer, Mixed | 10.2 | 0.9 | 0 | 0 |
| Wetland Forested Mixed | 6.6 | 0.6 | 6.6 | 100.0 |
| Mitigation Wetlands | 0 | 0.0 | 74.8 | N/A |

Source: SR1/Revised Table 10-2

Revised Map H (dated June 1, 2001) indicates that 5.3 acres of upland wooded habitat will be protected for the Sherman's Fox Squirrel. It is implied, however, that this habitat preservation area will also partially be a passive recreation area.

The amount of improved pasture on-site continued to increase during the DRI review. The Gopher Tortoise, Sherman's Fox Squirrel, Florida Sandhill Crane, Wood Stork, Tri-colored Heron, Snowy Egret, and Royal Fern were the listed species observed on-site. Gopher tortoise impacts will be

mitigated off-site, and the wetland species are presumed to continue to use the site; i.e. the stormwater ponds and man-made lakes.

Impacts to wetlands are expected in order to provide roadway access and to produce land parcels of sufficient size to allow the applicant's desired level of commercial, residential and office development. Stormwater will be used to help rehydrate the remaining wetlands. The forested wetlands will largely be protected and preserved, either through avoidance of impact or through incorporation into the surface water management system. Post-development wetland management and maintenance will be the responsibility of the property owners' associations.

It is proposed that the amounts and types of habitat creation will be based on wetland impacts and determined through the permitting process.

Adherence to the following list of Goals and/or Policies of the Council's *Strategic Regional Policy Plan* will minimize those impacts experienced in the areas of Vegetation, Wildlife and Wetlands.

4.5.1: *Protect, preserve and restore all regionally-significant natural resources shown on the Map of Regionally-Significant Natural Resources.*

4.5.2: *Impacts to regionally-significant natural resources shall be allowed only in cases of overriding public interest and when it is demonstrated and/or documented that the mitigation will successfully recreate the specific resource. Mitigation should meet the following minimum ratios:*

| | | |
|---|---|------------|
| • | <i>Intertidal habitats</i> | <i>3:1</i> |
| • | <i>Coastal strand and barrier islands</i> | <i>3:1</i> |
| • | <i>Open water marine and estuarine habitats</i> | <i>4:1</i> |
| • | <i>Beaches</i> | <i>2:1</i> |
| • | <i>Riverine habitats</i> | <i>3:1</i> |
| • | <i>Lake habitats</i> | <i>3:1</i> |
| • | <i>Special habitats</i> | <i>2:1</i> |

4.5.3: *Mitigation by habitat re-creation shall employ native plant material which replaces natural value and function. Monitor mitigation areas for a sufficient time to ensure success: a minimum 85 percent final coverage of desired species. Yearly maintenance and replanting should be undertaken to ensure final cover as necessary.*

4.5.5: *Mitigation for allowable impacts to regionally-significant wetland areas should be performed within the drainage basin.*

4.5.6: *Mitigation by restoring disturbed habitat of a similar nature, including the removal of exotic plant species, may be acceptable. The minimum acceptable ratio shall be twice the habitat re-creation ratio set forth in policy 4.5.2.*

4.5.9: *Protect natural resources and ecosystem values from surface- and groundwater withdrawals that significantly impact the natural seasonal flows, water levels and hydrology of regionally-significant natural features.*

4.5.10: *Maintain a minimum horizontal buffer necessary to preserve the natural value and function of the regionally-significant natural resource.*

- 4.6.7: *Encourage that mitigation be allowed only after avoiding impact to the greatest extent possible; and that habitat creation, restoration, and enhancement, with long-term management, be considered as viable methods of impact mitigation.*
- 4.6.9: *Protect the water storage and water quality enhancement functions of wetland and floodplain areas through acquisition and/or the application of Best Management Practices.*
- 4.9.3: *Encourage the removal of invasive, exotic species such as punk tree (Melaleuca), Australian pine (Casuarina) and Brazilian pepper (Schinus) and the replacement by native species.*
- 4.11.6: *Land use decisions shall be consistent with federal- and state-listed species protection and recovery plans, and adopted habitat management guidelines.*

WATER QUALITY AND STORMWATER MANAGEMENT

The Long Lake Ranch site is generally flat. It lies in the Anclote River basin, and drains to the South Branch tributary. Drainage ditches have enhanced the site's discharge, but the primary concern is the effect that the surrounding public wellfields have had on groundwater levels. The South Pasco wellfield is adjacent to the project site, and the Cypress Creek, Cross Bar, Starkey, North Pasco and South Pasco wellfields are less than ten miles away. These have also changed the local drainage pattern. Potential impacts to groundwater quality are of regional concern, as the cone of influence for the adjacent wellfield extends beyond the project's boundaries. The effects of pumping by the wellfield are evident on the project site; further emphasizing the close relationship between the project site's groundwater and the wellfield. As has been experienced in other portions of the county, wellfield pumping affects lake levels during periods of drought. Until additional sources of potable water are made available, the wellfields will continue to withdraw at levels that affect surface water features. Tampa Bay Water has expressed concern that the residents of Long Lake Ranch may seek damages in the event man-made surface water features on the project are affected by wellfield pumping.

It is proposed that the requirements of Chapters 17-25 and 40D-4, Florida Administrative Code, for stormwater treatment and volume attenuation will be met using accepted methods. Systems will be designed for the 25-year/24-hour event, and post-development discharge rates will not exceed existing conditions. Pre-treatment will consist primarily of sediment removal and skimmer systems, swales and the use of isolated wetlands. The owner or his assigns will operate and maintain the drainage system after completion of the development.

During construction, erosion-control devices will be used to prevent turbidity. Sediment sumps will be installed to prevent turbidity and to minimize sedimentation into off-site wetlands.

Adherence to the following list of Goals and/or Policies of the Council's *Strategic Regional Policy Plan* will help minimize impacts in the areas of Water Quality and Stormwater Management.

- 4.1.1: *Implement plans to prevent, abate and control surface water and groundwater pollution so that the resource meets state standards.*
- 4.1.10: *Prevents land use and transportation planning and development decisions resulting in unacceptable degradation of existing surface water quality.*

- 4.1.11 Upgrade or retrofit drainage systems to effectuate improved stormwater treatment and water quality of the receiving waters.
- 4.2.1: Implement plans to prevent, abate and control groundwater pollution so that the resource meets state or local standards, whichever is more stringent.
- 4.2.4 Prevent land use planning and development decisions resulting in degradation of existing groundwater quality.
- 4.3.9: Promote environmentally acceptable effluent disposal alternatives, toward the goal of achieving 100 percent reuse throughout the region.
- 4.3.14: Encourage water use efficiency and conservation measures such as, but not limited to the following:
 - xeriscape principles;
 - the design of sewage treatment facilities to achieve 100 percent reuse of water;
 - water saving devices, irrigation systems and low volume plumbing fixtures;
 - water conservation-favorable utility rates;
 - consistent per capita water use measurement methodology; and
 - water and wastewater reuse systems.
- 4.4.4: Implement water reclamation and reuse alternatives for stormwater disposal to surface water bodies, as appropriate.
- 4.4.5: Provide sufficient inspection and maintenance of all stormwater facilities.
- 4.4.7 Encourage multi-purpose facilities for stormwater management which complement open space, recreation and conservation objectives.

SOILS

The project site has poorly draining soils throughout. There is no evidence of recent sinkhole activity, even with the recent years of excessive rainfall followed by drought. Erosion will be controlled during construction through use of standard practices such as broadcast watering; retention of natural vegetation; limiting clearing to areas of pending construction; seeding, mulching and replanting as soon as practical; and protection of stormwater control inlets.

To overcome high groundwater conditions, fill will be used to raise ground-floor elevations. Fill material will come from undetermined sources, either on-site or off-site.

FLOODPLAINS

Development is proposed within the 100-year floodplain. All construction within the 100-year floodplain will comply with Pasco County and Southwest Florida Water Management District regulations. Compensatory storage will be provided where appropriate. The project will not increase the potential for off-site flooding.

Adherence to the following Policy of the Council's *Strategic Regional Policy Plan* would be an appropriate strategy for floodplain management.

- 4.11.2 Discourage development in the undeveloped 100-year floodplain.
- 4.11.3 Implement floodplain management strategies to prevent erosion, retard runoff and protect natural functions and values.

WATER SUPPLY

Phase I of Long Lake Ranch is expected to utilize more than a million gallons of potable and non-potable water (combined) daily. The Pasco County Utilities Department has indicated that "Pasco County will be able to provide water services during and after development." A service agreement will be necessary to ensure water service.

The *Recommended Regional Condition* section of this Report includes a recommendation for only conceptual approval of Phase II with specific approval contingent upon full A.D.A. responses for Water Supply (and other regional issues) acknowledging the limited availability of this valuable resource.

The following summarizes the amount of the anticipated potable and non-potable water demand for each land use in Phase I, proposed Phase II and, tentatively, at buildout in terms of gallons per day:

| PHASE | LAND USE | QUANTITY | WATER DEMAND (GPD) | |
|-------------------------------|---------------------|---------------------------|--------------------|-------------|
| | | | Potable | Non-Potable |
| PHASE I (2001-2006) | RESIDENTIAL | 1,116 Single Family Units | 240,000 | 564,000 |
| | | 400 Multi-Family Units | 86,000 | 10,000 |
| | RETAIL | 302,000 Sq. Ft. | 45,000 | 22,000 |
| | OFFICE | 304,000 Sq. Ft. | 46,000 | 22,000 |
| | PHASE I SUBTOTAL → | | 417,000 | 618,000 |
| PHASE II* (2006-2015) | RESIDENTIAL | 425 Multi-Family Units | 91,000 | 11,000 |
| | RETAIL | 1,744,000 Sq. Ft. | 262,000 | 129,000 |
| | PHASE II SUBTOTAL → | | 353,000 | 140,000 |
| PROPOSED TOTAL PROJECT* | RESIDENTIAL | 1,116 Single-Family Units | 240,000 | 564,000 |
| | | 825 Multi-Family Units | 177,000 | 21,000 |
| | RETAIL | 2,046,000 Sq. Ft. | 307,000 | 151,000 |
| | OFFICE | 304,000 Sq. Ft. | 46,000 | 22,000 |
| | TOTAL PROJECT → | | 770,000 | 758,000 |

Sources: ADA/Tables 17-1A & 17-1B

* - Recommended for Conceptual Approval Only.

Appropriate Water Supply Policies of the *Strategic Regional Policy Plan* include:

- 4.3.6
- Encourage the use of the lowest quality water reasonably available, suitable and environmentally-appropriate to a given purpose in order to reduce the use of potable-quality water for irrigation and other non-potable purposes.

WASTEWATER MANAGEMENT

The Long Lake Ranch project is planned to host a mixture of land uses. Retail businesses, homes and offices are expected to generate domestic wastewater. Other businesses, such as restaurants, laundromats, dry cleaners and supermarkets, can also be expected to locate within Long Lake Ranch. These types of businesses are classified as generators of small quantities of industrial-type effluents. Any such generator will be required to comply with all applicable federal, state and local regulatory and licensing criteria.

The Pasco County Utilities Department has indicated that it expects to have sufficient capacity to serve the project's wastewater treatment demands, at its Land O'Lakes subregional treatment plant. A service agreement will be needed to ensure service.

The project is immediately adjacent to a public, potable wellfield, so protection of groundwater quality is of utmost importance. Septic tanks are not planned for permanent use in the project. It is unclear whether the applicant plans to use septic tanks on a temporary basis.

The following table below identifies the estimated wastewater generation rates and volumes for the project's planned land uses in Phase I, proposed Phase II and for the entire project, in terms of gallons per day:

| PHASE | LAND USE | QUANTITY | WASTEWATER GENERATION (GPD) |
|------------------------------|---------------------|---------------------------|-----------------------------|
| PHASE I (2001-2006) | RESIDENTIAL | 1,116 Single Family Units | 223,000 |
| | | 400 Multi-Family Units | 80,000 |
| | RETAIL | 302,000 Sq. Ft. | 45,000 |
| | OFFICE | 304,000 Sq. Ft. | 46,000 |
| | PHASE I SUBTOTAL → | | 394,000 |
| PHASE II (2006-2015) | RESIDENTIAL | 425 Multi-Family Units | 85,000 |
| | RETAIL | 1,744,000 Sq. Ft. | 262,000 |
| | PHASE II SUBTOTAL → | | 347,000 |
| PROPOSED TOTAL PROJECT | RESIDENTIAL | 1,116 Single-Family Units | 223,000 |
| | | 825 Multi-Family Units | 165,000 |
| | RETAIL | 2,046,000 Sq. Ft. | 307,000 |
| | OFFICE | 304,000 Sq. Ft. | 46,000 |
| | TOTAL PROJECT → | | 741,000 |

Source: ADA/Table 18-1A

SOLID WASTE/HAZARDOUS WASTE/MEDICAL WASTE

It is estimated that Long Lake Ranch will generate 27,772 pounds of solid waste per day following development of Phase I and 51,301 pounds per day following project buildout. It is assumed that the solid waste will be domestic in nature. However, if the office or commercial tenants on-site utilize, produce or store hazardous wastes, these facilities will operate in accordance with federal and state regulations and guidelines. A May 23, 2000 correspondence from Mr. Douglas Bramlett, Assistant County Administrator (Utilities Services), included the following citation "There is and will be adequate M.S.W. (*Municipal Solid Waste*) capacity for the proposed Long Lake Ranch development..." The developer will be responsible for contracting with private hauler(s) to transport the solid waste to the Pasco County Class I landfill and Resource Recovery Plant. Correspondences have been provided from BFI Waste Systems of Pasco County and Seaside Sanitation acknowledging their willingness and ability to serve the project. The following Table summarizes the anticipated solid waste generation for each land use in Phase I, proposed Phase II and for the entire project, in terms of pounds per day:

| PHASE | LAND-USE | QUANTITY | SOLID WASTE GENERATION - (LBS/DAY) |
|------------------------------|---------------------|---------------------------|------------------------------------|
| PHASE I (2001-2006) | RESIDENTIAL | 1,116 Single Family Units | 21,712 |
| | | 400 Multi-Family Units | |
| | RETAIL | 302,000 Sq. Ft. | 3,020 |
| | OFFICE | 304,000 Sq. Ft. | 3,040 |
| | PHASE I SUBTOTAL → | | 27,772 |
| PHASE II (2006-2015) | RESIDENTIAL | 425 Multi-Family Units | 6,088 |
| | RETAIL | 1,744,000 Sq. Ft. | 17,440 |
| | PHASE II SUBTOTAL → | | 23,528 |
| PROPOSED TOTAL PROJECT | RESIDENTIAL | 1,116 Single-Family Units | 27,800 |
| | | 825 Multi-Family Units | |
| | RETAIL | 2,046,000 Sq. Ft. | 20,460 |
| | OFFICE | 304,000 Sq. Ft. | 3,040 |
| | TOTAL PROJECT → | | 51,300 |

Source: ADA/Tables 20-2A & 20-2B

TRANSPORTATION

The project will be constructed in two phases. Phase I is planned for completion in the year 2005 and specific approval is being sought only for this phase. Phase II is recommended for conceptual approval due to the insufficient transportation information that has been provided through the review process. Additional analyses will be necessary to accurately assess the anticipated Phase II transportation impacts and identify the corresponding mitigative measures.

Phase I will generate 31,903 daily trips. Internal capture will reduce the total generated by 4,147 trips, to a total of 27,756 net external daily trips. It is anticipated that Phase I will generate 1,578 inbound and 1,574 outbound trips in the PM peak hour. Internal capture will reduce the number of trips generated by 13 percent, to 1,373 inbound and 1,369 outbound trips. Pass-by capture to the commercial land uses will further reduce the number of trips generated to 1,288 inbound and 1,284 outbound trips in the PM peak hour.

A number of state and county roads will be significantly impacted by project traffic. These include: SR 54, SR 56, US 41, Florida Avenue, and Dale Mabry Highway. The acceptable Level of Service (LOS) for the impacted roadways is LOS D. All of the impacted roadway links and intersections currently operate at acceptable levels of service. The developer conducted a traffic impact analysis to identify improvements needed as a result of project traffic in the 2005 analysis year for Phase I of this DRI.

In cases where a roadway facility will require an improvement to bring it to a satisfactory LOS, it is TBRPC policy to identify, during regional review, the regional roadway facilities to which the project will contribute five percent or more of the maximum service volume for the adopted LOS at peak hour for links and intersections. If the project contributes five (5) percent or more of the maximum service volume for the acceptable level of service at peak hour and the link or intersection is projected to operate at an unacceptable LOS, then specific improvements are identified and become specific recommendation for project approval. Table 1 (Page 33 of this Report) indicates the improvements that are needed for Phase I.

The *Recommended Regional Conditions* section of this Report contains a recommendation for only conceptual approval of Phase II. Specific Phase II approval would be contingent upon full A.D.A. responses for transportation (Question #21) and submittal of a transportation analysis prepared in accordance with Section 380.06, F.S. Following review of the analysis and acceptance by the appropriate review agencies, the Development Order shall be amended to reflect any additional transportation improvement requirements expected to result from Phase II development.

Appropriate Transportation Policies of the *Strategic Regional Policy Plan* include:

- 5.1.12: *Facilitate the best use of residential, commercial and/or industrial land uses and infrastructure systems and decrease urban sprawl by promoting infill redevelopment, rehabilitation, and/or adapted reuse of existing areas and/or structures.*

AIR QUALITY

Fugitive dust will be a byproduct of site preparation and construction, resulting from wind blowing over disturbed soil surfaces, the movement of construction equipment, and burning of cleared vegetation. To minimize dust and wind erosion, a number of practices will be employed, including sodding, seeding, mulching, or planting with landscape materials. Watering procedures will be employed as necessary. The multi-use nature of the project will lend itself to pedestrian and bicycle use. The applicant will work with Pasco County or other appropriate entity to make transit service available to further reduce automobile use.

A screening process was used. Modeling performed to evaluate the transportation-related air quality impacts of this project. Thirty-eight intersections were part of the transportation impact study area. Twelve of these were identified as being substantially impacted by the project; thus requiring carbon monoxide modeling. It was determined that no roadway improvements were needed for air quality impacts.

Adherence to the following Goals and/or Policies of the Council's *Strategic Regional Policy Plan* would assist the Air Quality measures proposed for Long Lake Ranch:

- 4.14.4: *Incorporate specific mitigative measures to prevent fugitive dust emissions during excavation and construction phases of all land development projects which produce heavy vehicular traffic and exposed surfaces.*
- 4.14.5: *Implement land-use related performance standards, such as setbacks and prohibition of conflicting land uses, that minimize negative air quality impacts resulting from development.*
- 4.14.6: *Promote and implement Congestion Management strategies, Traffic Control Measures and other programs which serve to reduce SOV (single-occupant vehicle) trips and reduce VMT (vehicle miles traveled).*
- 4.15.8: *Encourage the development and implementation of innovative and cost-effective pollution prevention and control technologies.*

HURRICANE PREPAREDNESS

The Long Lake Ranch project site is not located within a hurricane evacuation zone and therefore will not require evacuation from any future hurricane, regardless of intensity.

AFFORDABLE HOUSING

The Long Lake Ranch ADA indicates that the project will create a demand for 735 affordable housing units to support the employment opportunities generated. The affordable housing category is for those households with incomes up to \$54,720. The ADA analyzed the 10-mile/ 20-minute commute contours for the availability of affordable rental and for-sale housing. Affordable housing supply/demand was analyzed utilizing the East Central Florida Regional Planning Council housing methodology. The analysis determined that 1,984 affordable units are currently available. If the project's employment was available today, there appears to be enough affordable housing to meet the demand created by the project. Additionally, units are available across all income categories.

Long Lake Ranch Affordable Housing Analysis Summary

| CATEGORY | INCOME RANGE | HOUSING SUPPLY | HOUSING DEMAND | TOTAL |
|----------------|-----------------------|----------------|----------------|---------------|
| Very Low | \$0 - \$22,800 | 437 | 225 | +212 |
| Low | \$22,801-\$36,480 | 850 | 353 | +497 |
| Moderate | \$36,481- \$54,720 | 697 | 157 | +540 |
| TOTAL → | \$0 - \$54,720 | 1,984 | 735 | +1,249 |

Source: ADA (Table 24-17)

POLICE AND FIRE PROTECTION

Law enforcement support will be provided to the community by the Pasco County Sheriff's Office. Sheriff Lee Cannon's July 14, 2000 correspondence stated that the Long Lake Ranch development "will require an additional increase in personnel to ensure a sufficient level of professional services to the citizens" of the community. The Sheriff's correspondence acknowledged development plans as "more than 1,900 residential units and over 600,000 sq. ft. of office and retail space." These acknowledged entitlements do not reflect the 1,744,000 sq. ft. of additional retail space proposed within Phase II, including the regional mall.

The applicant was unable to provide a response from the Pasco County Emergency Services Department to address its existing and future ability to provide fire and emergency medical service protection to the development. The applicant assumes that the Emergency Services facility located at the intersection of U.S. 41 and S.R. 54 (approximately two miles to the east) will serve the project.

RECREATION AND OPEN SPACE

The recreation and open space plan for the community includes on-site open space preservation areas (lakes), water access and passive recreation. On-site recreational opportunities are intended for the private use of the community only. On-site open space facilities will be maintained by an appropriate entity. The applicant anticipates that "neighborhood-serving recreation areas" will be established to serve the needs of the residents.

The developer has acknowledged that the project will be subjected to the \$150 per residential unit recreation impact fee imposed by Pasco County in order to meet future recreational demand.

EDUCATION

The developer has estimated that 462 "school age" students will reside within the 1,516 residential units proposed for completion by 2006 (Phase I). This number is projected to increase to 592 as a result of the additional 425 multi-family units proposed for Phase II (proposed for completion in 2015). The applicant has based the student generation rate calculations on the existing population/student ratios in Pasco County. The applicant has been unable to provide a correspondence from the District School Board of Pasco County which would acknowledge the proposed increase in demand for school facilities; detail the District's ability to serve the site with existing facilities; or identify proposed mitigative measures. The following Table identifies the estimated number of school age children (by school type) following completion of Phase I development and at project buildout:

| PHASE | SCHOOL TYPE | | | TOTAL |
|----------------------|----------------------------|-------------------------------|------------------------------|-------|
| | ELEMENTARY (Grades K-5) | MIDDLE SCHOOL (Grades 6-8) | HIGH SCHOOL (Grades 9-12) | |
| PHASE I (2001-2006) | 240 | 100 | 122 | 462 |
| PHASE II (2006-2015) | 68 | 28 | 34 | 130 |
| TOTAL → | 308 | 128 | 156 | 592 |

Source: ADA/Tables 27-1

HEALTHCARE

The developer has asserted that the health care needs of the Long Lake Ranch community can be served by Morton Plant Mease/Trinity Outpatient Center (approximately five miles to the west), Morton Plant Mease/North Bay Hospital (approximately 15 miles to the west), Community Hospital of New Port Richey and the two University Community Hospitals located in northern Hillsborough County (all of which are located within a "30 minute drive"). The developer has further acknowledged that the office component of the project may include medical office(s).

ENERGY

A Florida Power Corporation correspondence has been provided documenting the existing capacity and willingness to meet the electrical demand of Long Lake Ranch. TECO/Peoples Gas has committed to provide natural gas to the site as stated in their correspondence. As documented in the Table below, total average daily consumption of 14,382 megawatts (MW) is anticipated for Phase I. This demand is projected to increase to 33,734 MW following project buildout. The Table depicts the average daily energy demand anticipated for each land use by Phase, in terms of MW demand.

| PHASE | LAND USE | QUANTITY | ENERGY DEMAND (MEGAWATTS/DAY) |
|------------------------------|---------------------|---------------------------|----------------------------------|
| PHASE I (2001-2006) | RESIDENTIAL | 1,116 Single Family Units | 7,254 |
| | | 400 Multi-Family Units | 1,800 |
| | RETAIL | 302,000 Sq. Ft. | 3,200 |
| | OFFICE | 304,000 Sq. Ft. | 2,128 |
| | PHASE I SUBTOTAL → | | 14,382 |
| PHASE II (2006-2015) | RESIDENTIAL | 425 Multi-Family Units | 1,912 |
| | RETAIL | 1,744,000 Sq. Ft. | 17,440 |
| | PHASE II SUBTOTAL → | | 19,352 |
| PROPOSED TOTAL PROJECT | RESIDENTIAL | 1,116 Single-Family Units | 7,254 |
| | | 825 Multi-Family Units | 3,712 |
| | RETAIL | 2,046,000 Sq. Ft. | 20,640 |
| | OFFICE | 304,000 Sq. Ft. | 2,128 |
| | TOTAL PROJECT → | | 33,734 |

Source: ADA/Tables 29-1 & 29-2

Using the developer's peak hour conversion factor of "55 percent of average daily demand," peak hour demand is estimated to be 7,900± MW for Phase I and approximately 18,500± MW for the total project.

The developer has acknowledged that consideration will be given to site design, building construction and landscaping as means for energy conservation.

HISTORICAL AND ARCHEOLOGICAL

The applicant did not conduct a Cultural Resource Assessment, also referred to as a site survey, during the review stage of the project, as described in the Application for Development Approval. The applicant has acknowledged that this assessment will be conducted prior to initiating development-related site clearing or ground disturbing activities, consistent with the recommendations of the Florida Division of Historical Resources (FDHR). The results of the survey will be submitted to FDHR for review and analysis.

SECTION 1.11 - DEVELOPER COMMITMENTS
DRI #247 - LONG LAKE RANCH
PASCO COUNTY

The following commitments have been made by, or on behalf of, the applicant in the Application for Development Approval (ADA), the First Sufficiency Response (SR1) or the Second Sufficiency Response (SR2):

DEVELOPMENT INFORMATION

The property owners have ownership interests in property in Hillsborough and Pasco County within a half-mile of the subject property. These parcels are not subject to a common plan of development, are not subject to a common development effort, are not the subject of a common master plan, do not have voluntary shared infrastructure and do not have common advertising or promotion. Therefore, these parcels have not been included as a component of this ADA (ADA/Page 4-1). These land holdings are described in SR1/Page 4-1.

MAPS

1. An upland habitat protection area is set aside for the Sherman's Fox Squirrel. Although ground cover was removed in these areas, the overstory vegetation remains and the intent of the preserve has not been compromised, with respect to the habitat of the species for which is being preserved. (SR1/Page 9-7)
2. Transit stops will be identified in site plans at such time as Pasco County provides public transit service to the area. Pedestrian ways will be delineated in site plans and will abut the proposed site roadways. (SR2/Page 9-4)

GENERAL

1. The previously permitted and legally vested active sand mine on the site is expected to cease operation prior to development of residential, commercial or office uses. After completion of mining operations, the (39-acre) portion of the site will be converted to a wetland mitigation area. (ADA/Page 10-1)
2. In the areas of the site which constitute the immediate watersheds for Lake Mary Lou and Long Lake, wetland edges will be maintained and enhanced. (ADA/Page 10-2)
3. Rehydration of previously-dewatered wetlands will be considered as an environmental mitigation strategy. (ADA/Page 10-2)
4. In pre-development condition, Long Lake Ranch has 314.3 acres of wetlands. Post-development, the amount of wetlands on-site will increase. (ADA/Pages 10-7 & 10-9)

5. Wetlands surrounding Long Lake and Mary Lou Lake will be retained to serve as buffers and enhance water quality. (ADA/Pages 10-7 & 10-9)
6. The source of water will be assured by interlocal agreements implemented by Tampa Bay Water. (ADA/Page 10-10)
7. Stormwater alternatives will be evaluated throughout the permitting process and alternatives will be pursued to manage stormwater as a regional resource. (ADA/Page 10-10)
8. On-site wetlands will be addressed through a comprehensive strategy which: retains viable wetland communities, enhances stressed wetlands and mitigates for wetlands which are altered. (ADA/Page 10-10)
9. The proposed development seeks to avoid and minimize wetland impacts. Unavoidable impacts to wetlands will be mitigated by a variety of options including creation, restoration and conservation. (ADA/Page 10-14)
10. It is the applicant's intent to seek opportunities within the design to help restore the degraded hydrology of the site by using isolated wetlands for stormwater treatment. (ADA/Page 10-14)
11. Water conservation will be encouraged; when available, reclaimed water will be used for irrigation. (SR1/Page 10-8)
12. Regionally significant natural resource locations indicated in the TBRPC map will be field verified and their true extent will be determined through site-specific investigation. These resources will be protected through site planning and permitting (SR1/Page 10-9). [Developer clarification: *Field verification and extent determination have been accomplished.*]
13. Existing mining operations are expected to conclude prior to initiation of development authorized by the Development Order. All development will conform to relevant setback and zoning regulations, if mining is ongoing after DRI and rezoning approval. (SR2/Page 10-1)
14. (In regard to the Public Facility Impacts of Transportation, Wastewater, Potable Water, Recreation and Open Space and Education)... Not evaluated, Only Phase 1 approval is being sought. (SR2/Table 10-5 Revised)
15. A (contiguous upland) preservation area is being set aside as habitat for fox squirrels (as depicted on revised Map F). Some understory vegetation has been cleared, which enhances the squirrel habitat. Overstory vegetation is intended to remain and continue to provide habitat for fox squirrel population. (SR2/Page 10-4)

VEGETATION, WILDLIFE AND WETLANDS

1. Many of the existing pine trees on the Long Lake Ranch tract will be protected in the post-development stage in wetland buffers and some of the most desirable habitat has been set aside in the upland/wetland protection areas of the site plan. (ADA/Page 12-6)
2. There will be no effort to further drain the site by way of off-site conveyance at lowered flow inverts. (ADA/Page 13-2)

WATER QUALITY AND STORMWATER MANAGEMENT

1. Accepted engineering practices will be utilized within on-site retention, detention, and filtration stormwater management facilities. Drainage swales will also provide for filtration of pollutants prior to discharge in stormwater management ponds. Wetland buffers will be provided as well as the maintenance of acceptable hydroperiods. Impact areas will be minimized to the greatest extent possible. On-site surface waters within Long Lake Ranch will be protected from construction impacts by various measures, including the use of staked hay bales and silt screen fences, reducing both erosion and sediment transport into wetland areas. (ADA/Page 14-3)
2. The 24-hour, 25-year peak discharge rate from system outfalls will be regulated by water control structures that will limit the post-development discharge to the pre-development rate. Where stormwater is routed through an isolated wetland system, a sedimentation basin will be provided on the upstream side of the isolated system. Where lakes or ponds are to be constructed adjacent to isolated systems, littoral zone areas, as well as deeper sump areas, will be constructed as part of the new system. Where new wetland systems are to be created, it shall include the construction of a littoral zone that presents a suitable environment for establishment of suitable native aquatic vegetation and this will provide biological treatment to maintain water quality. (ADA/Page 19-2)
3. The drainage system that is proposed for each individual development area will regulate the volume and capacity of runoff so that no increase in the rate of discharge from the existing condition will occur following development of each development area. (ADA/Page 19-3)
4. The developer and/or his assigns, including possible purchasers of individual development tracts, will assume the responsibilities to manage the system at full development. (ADA/Page 19-3)
5. A thorough geotechnical investigation will be undertaken prior to commencing development activities, including borings to locate or determine the absence of limerock or confining layers within proposed lakes, ponds, or other excavations on the site. Material containing greater than 30 percent fine sediments will remain in place within ponds and/or lakes and will not be excavated unless specifically approved by SWFWMD. (SR1/Page 14-1)
6. Water levels within existing/proposed borrow pits and/or ponds will be incorporated into the stormwater management system for the site and will receive stormwater discharge for stormwater detention/retention purposes prior to discharge from the site. (SR1/Page 14-2)

7. The applicant will utilize geotechnical consultant and surveyor to adequately document confining layers and limestone in all proposed lake locations. Then, during construction, the geotechnical consultant will observe the excavation while it is in progress and, should the above-mentioned clay or limestone layers be encountered, he will advise that the contractor stop digging at those locations. (SR2/Page 14-5)

SOILS

Buildings will be constructed on compacted fill material, with habitable structures sufficiently elevated to be at or above the determined 100-year flood elevation. (ADA/Page 15-1)

FLOODPLAINS

There should be no increase in off-site flooding due to the development of Long Lake Ranch. (ADA/Page 16-1)

WATER SUPPLY

1. The developers of the Long Lake Ranch community will practice water conservation in both residential and non-residential development. Xeriscaped lawns and common areas will be encouraged throughout the project to reduce the demand for non-potable water. (ADA/Page 17-4)
2. Water conservation will be encouraged; when available, reclaimed water will be used for irrigation. (SR1/Page 10-8)

WASTEWATER MANAGEMENT

Septic tanks are not planned for permanent use in Long Lake Ranch. (ADA/Page 18-2)

TRANSPORTATION

1. As requested by Hillsborough County, this (Lutz-Lake Fern Road) roadway is not included for regional trip distribution purposes in any of the analysis for Long Lake Ranch DRI. (ADA/Page 21-2)
2. All (regional) roadways within each study area shall maintain a performance standard of LOS C or D depending on the area type (urbanized, transitional or rural) a specific roadway segment is located within. (ADA/Page 21-2)
3. Opportunities to protect the surrounding transportation corridors will be available. The Applicant will cooperate with FDOT, Pasco and Hillsborough Counties to enhance the existing travel corridors in the vicinity of the site. (ADA/Page 21-10)
4. Long Lake Ranch supports transit use and will work with Pasco County or other appropriate entity to make transit service available to the site, at such time service becomes available. (ADA/Page 21-10)

AIR QUALITY

To minimize wind erosion, clearing and grubbing operations will be performed only on individual parcels of land where construction is scheduled to proceed. Measures to be employed to minimize fugitive dust will include sodding, seeding, mulching, or planting of landscape material in cleared and disturbed areas. Watering procedures will be employed as necessary to minimize fugitive dust. (ADA/Page 22-1)

POLICE AND FIRE PROTECTION

It is the applicant's intent to cooperate with Pasco County officials in locating (police and fire) facilities to serve Long Lake Ranch, to the maximum extent feasible. (ADA/Page 25-1)

RECREATION AND OPEN SPACE

1. Long Lake, located in the eastern portion of the property, is part of a wetland system which extends beyond the project boundaries. This lake and related wetland systems are intended to be preserved. Mary Lou Lake has 21 acres within the site boundary and is located west of Long Lake. This lake and abutting wetlands are intended to be preserved. (ADA/Page 26-1)
2. On-site open space facilities will be maintained by an appropriate entity, such as a Community Development District or Homeowners Association. (ADA/Page 26-1)

ENERGY

Consideration will be given to site design, building construction and landscaping for energy conservation. (SR1/Page 29-1)

HISTORICAL AND ARCHAEOLOGICAL SITES

A site survey (a/k/a cultural resource assessment) will be conducted prior to initiating development-related site clearing or ground disturbing activities (ADA/Page 30-1). Results of the survey will be transmitted to the Division of Historical Resources, Department of State. (SR1/Page 30-1)

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SECTION IV - RECOMMENDED REGIONAL CONDITIONS
DRI #247 - LONG LAKE RANCH
PASCO COUNTY

Subsection 380.06(15), F.S., requires that the local government render a decision on the development proposal within 30 days after a public hearing, and issue a development order containing, at minimum:

- findings of fact
- conclusions of law
- conditions of approval
- consideration of whether or not the development interferes with the achievement of the objectives of an adopted state land development plan applicable to the area
- consideration of whether the development is consistent with the local comprehensive plan and local land development regulations
- consideration of whether the development is consistent with the report and recommendations of the regional planning agency
- monitoring responsibility
- expiration dates for commencing development, compliance with conditions or phasing requirements and termination date of the order
- annual report requirements
- a date until which the local government agrees that the approved DRI shall not be subject to down-zoning, unit density reduction or intensity reduction
- substantial deviation determinations
- legal description of the property

Any approval of Long Lake Ranch shall include the above-referenced Section 380.06, F.S. requirements and shall address the following recommended regional conditions:

REGIONAL CONDITIONS

BASED ON THE FINDINGS AND THE ISSUES RAISED IN THIS REPORT, IT IS THE RECOMMENDATION OF THE TAMPA BAY REGIONAL PLANNING COUNCIL THAT SPECIFIC APPROVAL FOR PHASE I OF LONG LAKE RANCH AND CONCEPTUAL APPROVAL OF PHASE II BE GRANTED, SUBJECT TO THE CONDITIONS CITED HEREIN. SPECIFIC PHASE II APPROVAL SHALL BE CONTINGENT UPON FURTHER TRANSPORTATION, AIR QUALITY AND WATER SUPPLY ANALYSIS AS IDENTIFIED IN THE FOLLOWING RECOMMENDED CONDITIONS.

COMMENCEMENT OF DEVELOPMENT

Physical development shall commence by December 31, 2003, in order to have reasonable expectation of achieving the assumed 2006 buildout for Phase I. For the purpose of the Development Order, this term means construction of infrastructure, roadways or other vertical development.

VEGETATION, WILDLIFE AND WETLANDS

1. In the event that any additional state- or federally-listed species or nesting colonies of wading bird species not already identified are discovered on-site during project development, the developer shall immediately notify the Florida Fish and Wildlife Conservation Commission and implement the recommended measures for species protection.
2. Mitigation for justifiable impacts to *Natural Resources of Regional Significance* (as shown on Map 3 of this Report) should meet the ratios set forth in Policy 4.5.2, *Future of the Region, A Strategic Regional Policy Plan for the Tampa Bay Region*.
3. Nuisance and exotic plant species shall be removed from the project site during site development. A plan shall be developed to address how the project site will be maintained free of nuisance and exotic species in perpetuity. The Plan shall be submitted to Pasco County for approval and included in the first annual report.
4. Protection of preserved wetlands and mitigation areas shall be assured through conservation easements or deed restrictions.
5. The Stormwater Management Plan shall endeavor to enhance the restoration of the hydroperiod in the on-site wetlands.
6. The project site may continue to be used for agricultural activities, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.
7. Preservation of 5.3 acres of habitat for the Sherman's Fox Squirrel, as described in the ADA and Sufficiency Responses, shall be by conservation easement and dedication to that purpose. The area shall not be available for active recreation. Passive uses shall be limited to a pedestrian trail. The habitat shall be managed in a manner that maintains optimum habitat for the species, as approved by the Florida Fish and Wildlife Conservation Commission.

WATER QUALITY AND STORMWATER MANAGEMENT

1. In order to protect surface water quality, stormwater exiting the site shall meet or exceed all applicable State water quality standards.
2. An integrated pest management program shall be implemented to minimize the use of fertilizers and pesticides, and the design and construction techniques listed below shall be utilized to minimize groundwater contamination:
 - using shallow ponds;
 - ensuring that ponds and swales are properly grassed;
 - setting a maximum depth for stormwater storage;
 - maintaining a minimum distance between pond bottoms and the top of the limerock;
 - and
 - implementation of a site-specific groundwater quality monitoring system.

3. At the time reclaimed water is made available to the project site, a specific groundwater monitoring program shall be instituted to measure any potential effects of the use of reclaimed water on the nearby potable wellfield.
4. All deeds for lots adjacent to man-made lakes, ponds or other surface water features shall include a statement that these are not natural surface water features and the water levels in these features may be designed to fluctuate widely. These features, by design, may be dry from time to time.

SOILS

Best Management Practices, including those identified in the ADA, shall be employed during site preparation and construction to prevent soil erosion.

FLOODPLAINS

1. All habitable structures and access roadways shall be constructed above the 100-year flood elevation.
2. Compensation for the loss of 100-year flood storage capacity shall be provided.

WATER SUPPLY

1. The project shall utilize the lowest quality water reasonably available, suitable and appropriate.
2. Water-saving devices shall be required in the project as mandated by the Florida Water Conservation Act (Section 553.14, F.S.).
3. Assurance of adequate water supply capacity to serve the project and identification of the entity(ies) responsible for maintenance of the water supply systems within the project site shall be provided in the Development Order. This shall include adequate water supply for fire-fighting.
4. The developer shall encourage the use of the water conservation techniques/methods identified in the ADA to the maximum extent possible and feasible. This would include, but not be limited to:
 - promote public awareness of water conservation;
 - use of low-flow toilets, low supply taps and showers; and
 - use of xeriscaped lawns and common areas.
5. The developer should install a dual water system during site development. The project shall utilize reclaimed water at the time, and to the full extent, that it is made available by Pasco County.

6. The developer shall encourage the use of water conserving landscaping and the responsible use of water, pesticides and fertilizers by occupants. The principles of the Florida Yards & Neighborhoods Program should be incorporated into development plans.
7. Acknowledging that Water Supply is a limited resource in the Tampa Bay Region, the developer shall provide full responses to the Water Supply questions contained in the ADA prior to Phase II approval. This information shall be submitted through the Notice of Proposed Change process. The County can modify the Development Order to incorporate the findings and/or identify potential air quality improvements based on this additional information.

WASTEWATER MANAGEMENT

1. Approval of the project shall include assurance of adequate wastewater treatment capacity.
2. Wastewater shall not be treated on-site or by a private utility.
3. No permanent septic tanks shall be installed on the Long Lake Ranch site. Any temporary septic tanks and drain fields, installed to serve construction operations, shall be located at least 1,000 feet from the western DRI property line.

SOLID WASTE/HAZARDOUS WASTE/MEDICAL WASTE

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

TRANSPORTATION

1. The Long Lake Ranch development will have a negative impact on several regionally-significant roadway facilities within the primary impact area. Table 1, presented below, identifies the improvements necessary for Phase I approval.

Table 1
Phase I (2006) Required Improvements

| Location | Total Traffic LOS Prior to Improvement | Project Traffic Impact (Percent) | Required Improvement |
|---|--|----------------------------------|--|
| Sunlake Boulevard at SR 54 (Main Project Entrance) | N/A | N/A | Construct WB LT lane, EB RT lane, and NB LT & RT lanes. Signalize when warranted by the MUTCD. |
| SR 54 at Easternmost Project Driveway, North Side | N/A | N/A | Construct WB LT lane, EB RT lane and NB LT & RT lanes. |
| ACRONYM LISTING: EB - East Bound WB - West Bound NB - North Bound SB - South Bound MUTCD - Manual of Uniform Traffic Control Devices LT - Left Turn RT - Right Turn | | | |

2. Due to the rapid growth of South Pasco County, deficiencies of the existing transportation system and the impacts anticipated from this project, the following measures are necessary as conditions of approval.

- A. A monitoring program to verify that the actual number of trips generated by Long Lake Ranch do not exceed those assumed in the transportation analysis. The developer shall provide traffic counts to identify project trips beginning in the year 2003. The monitoring program shall continue on an annual basis until full project buildout and be included in all subsequent Annual Reports.

The monitoring program shall consist of weekday PM peak hour directional counts from 4:00 to 6:00 PM, with subtotals at 15 minute increments, at all project driveways to SR 54. Only turns to and from the project entrances need to be counted (through volumes on SR 54 will not be required). The sum of the project entrance trips shall be totaled in 15 minute increments with the highest four consecutive 15 minute totals summed to determine the PM peak hour for project traffic. It will be assumed that this total will include net external trips and pass-by trips to the commercial land uses within Long Lake Ranch. The Phase I total PM peak hour project traffic at the driveways was projected to be 2,572 net external and 170 pass-by, for a total of 2,742 combined inbound and outbound trips.

If the monitoring results demonstrate that the project is generating more than five (5) percent above the estimated number of trips stated above, or an Annual Report is not submitted within 30 days of its due date, Pasco County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), F.S., and may amend the Development Order to change or require additional roadway improvements. The revised Transportation Analysis shall be subject to review by all appropriate review entities.

- B. Pasco County, with funding and technical assistance provided by the Florida Department of Community Affairs, the Florida Department of Transportation and the Tampa Bay Regional Planning Council, is assessing the existing and future traffic conditions on S.R. 54 between Little Road and Morris Bridge Road in a study effort known as the "State Road (S.R.) 54 Corridor Study." The unbuilt portions of the property shall be required to comply with the recommendations of the S.R. 54 Corridor Study that are adopted by the Pasco County Board of County Commissioners as generally applicable regulations governing access connections, signalization, setback requirements, landscaping, internal circulation systems, and signage. The unbuilt portions of the project are defined as any project improvement that is not governed by an approved preliminary plan/preliminary site plan upon adoption of the regulations.

The Study is divided into two parts. Part I is tentatively planned for completion by October 31, 2001 and focuses on the portion of S.R. 54 between Little Road and U.S. Highway 41. Part II will focus on that portion of S.R. 54/S.R. 56 east of U.S. Highway 41 to Morris Bridge Road.

Participation by the developers/land owners will be required for developments along this corridor. This will include, but not be limited to, the Long Lake Ranch, Sunlake Centre, Suncoast Crossings and Cypress Creek DRIs. The results of the study may serve as a basis for the developer or reviewing agencies to request Development Order conditions/modifications.

Any transportation mitigation costs or transportation impact fees paid by the DRIs in the S.R. 54 corridor prior to the completion of the Study shall be considered as credit against mitigation requirements identified as conditions/modifications of the Development Order as a result of the S.R. 54 Corridor Study final reports.

- C. As committed in the ADA, the developer shall coordinate with Pasco County to establish mass transit service to the project site.
3. Specific approval of Phase II development (i.e. 1,744,000 sq. ft. of additional commercial space and 425 additional multi-family units) shall be contingent upon transportation analysis prepared in accordance with Section 380.06, F.S. This information shall be submitted under the Notice of Proposed Change process. Following acceptance of the analysis by all appropriate review agencies, the Development Order shall be appropriately modified to reflect any/all transportation mitigation requirements necessitated by Phase II development.

AIR QUALITY

1. Best Management Practices, including those identified in the ADA, shall be employed during site preparation and construction to minimize air quality impacts.
2. Full A.D.A. responses (Question #22) shall be provided prior to specific Phase II approval. This information shall be submitted through the Notice of Proposed Change process. The Development Order shall be amended to incorporate the findings and/or identify potential air quality improvements based on this additional information.

HURRICANE PREPAREDNESS

The developer shall coordinate with the Institute for Business and Home Safety (IBHS) and the Pasco County Emergency Management Department to determine the feasibility of incorporating fire and wind-resistant "fortified" design criteria and technologies into the commercial and office facilities.

POLICE AND FIRE PROTECTION

1. The developer shall coordinate with Pasco County to identify the mitigative measures necessary to ensure adequate police and fire protection, as required through the application of uniform development standards. The mitigative measures shall be identified in the Development Order.

2. The developer shall review the concepts of "fire safe community" as provided by the Florida Division of Forestry, and implement all appropriate measures.

RECREATION AND OPEN SPACE

On-site open space shall be maintained by an assigned, appropriate entity, such as a Community Development District or Homeowners Association. The assigned entity should be identified in the Development Order.

EDUCATION

The developer shall cooperate with the District School Board of Pasco County to accurately mitigate school system impacts. The mitigative measures shall be identified in the Development Order.

ENERGY

The developer shall incorporate energy conservation measures into the site design, building construction and landscaping to the maximum extent feasible.


HISTORICAL AND ARCHAEOLOGICAL

1. The developer shall comply with Florida Division of Historical Resources' (FDHR) recommendation that the project site be subjected to a systematic, professional archaeological and historical survey "prior to initiating any project related land clearing or ground disturbing activities" in accordance with Chapter 1A-46, FAC. The results and findings of this survey must be validated and approved by FDHR and Pasco County prior to commencement of development. Documentation of compliance and a report outlining the results of such excavations and surveys shall be provided as part of the first Annual Report.
2. The discovery of any significant historical or archaeological resources encountered during conduct of the required Cultural Resource Assessment Survey, or unanticipated discoveries during project development, shall be reported to the Florida Division of Historical Resources and the disposition of such resources shall be determined in cooperation with the Division of Historical Resources and Pasco County.

GENERAL CONDITIONS

1. Any change to the project which meets the criteria set forth in Subsection 380.06(19), F.S., shall constitute a substantial deviation.
2. Should development significantly depart from the parameters set forth in the ADA, the project will be subject to substantial deviation review pursuant to Section 380.06, F.S.

3. Any approval of Long Lake Ranch shall, at minimum, satisfy the provisions of Subsection 380.06(15), F.S., and the following provisions of the Florida Administrative Code (F.A.C.): Rule 9J-2.041 (Listed Plant and Wildlife Resources Uniform Standard Rule); Rule 9J-2.044 (Hazardous Material Usage, Potable Water, Wastewater, and Solid Waste Facilities Uniform Standard Rule); Rule 9J-2.043 (Archaeological and Historical Resources Uniform Standard Rule); Rule 9J-2.045 (Transportation Uniform Standard Rule); and 9J-2.048 (Adequate Housing Uniform Standard Rule).
4. Any approval of this development shall require that all of the developer's commitments set forth in the ADA, and as summarized in Section III of this Report, be honored, except as they may be superseded by specific terms of the Development Order.
5. As previously stated, specific Phase II approval shall be contingent upon full ADA responses for Water Supply and Air Quality and submittal of a revised Transportation Analysis prepared in accordance with Section 380.06, F.S. under the Notice of Proposed Change process. The Development Order shall be modified, as appropriate, to reflect the findings and/or additional requirements.
6. The Development Order shall address the concerns set forth in the attached letters from various review entities.
7. 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 Rule 9J-2.0252, FAC.
8. Approval of Long Lake Ranch shall be contingent upon the project's consistency with the Pasco County Comprehensive Plan adopted pursuant to the Local Government Comprehensive Planning Act, Chapter 163, F.S., and the state and regional plans.


Pat Whitesel, Chair

ATTEST 
Barbara Sheen Todd, Secretary/Treasurer

These comments and recommendations were approved by a majority vote of the Tampa Bay Regional Planning Council on this 9th day of July, 2001.

LEGAL DESCRIPTION (RENT TRACT):

That part of Sections 27, 28, 33 and 34, Township 26 South, Range 18 East, Pasco County, Florida being particularly described as follows:

BEGIN at the Southeast corner of said Section 33; thence N89°17'29"W, along the South boundary of said Section 33 for 4,422.23 feet; thence N00°39'13"E, for 1,320.08 feet; thence S89°17'08"E, for 3,105.54 feet; thence N00°52'15"E, for 3,784.48 feet; thence N00°21'58"E, for 1,587.07 feet; thence N89°38'02"W, for 3,907.18 feet; thence N00°23'28"E, for 1,071.04 feet; thence N00°25'58"E, for 426.20 feet; thence along the southerly right-of-way boundary of State Road 54 the following ten (10) courses: 1) N85°03'22"E, for 1,050.59 feet to a point of curve to the right having a radius of 2,814.76 feet, a central angle of 19°00'01", and a chord bearing of S85°26'38"E, for 929.15 feet; thence 2) Easterly along the arc for 933.42 feet; thence 3) S75°58'38"E, for 2,032.00 feet to a point of curve to the left having a radius of 1,959.86 feet, a central angle of 16°02'00", and a chord bearing of S83°57'38"E, for 546.65 feet; thence 4) easterly along the arc for 548.44 feet; thence 5) N88°01'22"E, for 1,881.32 feet to a point of curve to the left having a radius of 1,195.92 feet, a central angle of 33°43'00", and a chord bearing of N71°09'52"E, for 693.65 feet; thence 6) easterly along the arc for 703.76 feet; thence 7) N54°18'22"E, for 1,191.51 feet to a point of curve to the right having a radius of 1,850.88 feet, a central angle of 15°17'00", and a chord bearing of N81°58'52"E, for 494.64 feet; thence 8) northeasterly along the arc for 498.11 feet; thence 9) N68°35'22"E, for 697.38 feet to a point of curve to the right having a radius of 904.93 feet, a central angle of 20°55'05", and a chord bearing of N80°02'55"E, for 328.55 feet; thence 10) easterly along the arc for 330.38 feet; thence S00°25'12"W, for 600.00 feet to the beginning of a non tangent curve to the left, of which the radius point lies S00°40'49"W, a radial distance of 304.93 feet and having a chord bearing of S80°08'06"W, for 111.81 feet; thence westerly along the arc, through a central angle of 21°05'27", for 112.25 feet; thence S69°35'22"W, for 697.38 feet to a point of curve to the left having a radius of 1,259.86 feet, a central angle of 15°17'00", and a chord bearing of S61°56'52"W, for 335.07 feet; thence southwesterly along the arc for 336.06 feet; thence S54°18'22"W, for 422.31 feet; thence S23°46'28"E, for 119.66 feet; thence S28°31'20"E, for 146.68 feet to the beginning of a non tangent curve to the right, of which the radius point lies S68°16'52"W, a radial distance of 568.22 feet and having a chord bearing of S00°36'59"E, 409.16 feet; thence southerly along the arc, through a central angle of 42°12'18", for 418.56 feet to the beginning of a non tangent curve to the right, of which the radius point lies N82°58'31"W, a radial distance of 1,884.36 feet and having a chord bearing of S33°05'52"W, 398.73 feet; thence southwesterly along the arc, through a central angle of 12°08'47", for 399.47 feet to the beginning of a non tangent curve to the left, of which the radius point lies S50°10'09"E, a radial distance of 111.45 feet and having a chord bearing of S05°35'56"E, 158.78 feet; thence southerly along the arc, through a central angle of 90°51'33", for 176.73 feet to the beginning of a non tangent curve to the right, of which the radius point lies S40°29'09"W, a radial distance of 268.92 feet and having a chord bearing of S30°08'21"W, 525.16 feet; thence southwesterly along the arc, through a central angle of 15°18'23", for 742.15 feet to the beginning of a non tangent curve to the left, of which the radius point lies S08°16'32"E, a radial distance of 514.61 feet and having a chord bearing of S32°39'27"W, 800.82 feet; thence southwesterly along the arc, through a central angle of 102°08'04", for 917.34 feet to the beginning of a non tangent curve to the left, of which the radius point lies N81°04'54"E, a radial distance of 367.98 feet and having a chord bearing of S43°13'49"E, 414.86 feet; thence southeasterly along the arc, through a central angle of 68°37'28", for 440.74 feet to the beginning of a non tangent curve to the right, of which the radius point lies S42°46'00"W, a radial distance of 1,393.27 feet and having a chord bearing of S40°22'27"E, 332.78 feet; thence southeasterly along the arc, through a central angle of 13°43'04", for 333.58 feet; thence S52°17'57"W, for 247.69 feet; thence S76°38'38"W, for 376.79 feet; thence S37°14'07"W, for 725.77 feet; thence S00°48'12"W, for 1,707.95 feet; thence S89°40'47"E, for 1,992.95 feet; thence N45°25'45"E, for 468.07 feet; thence N00°36'35"E, for 900.75 feet; thence S89°36'51"E, for 1,650.98 feet; thence S00°23'07"W, along the East boundary of said Section 34, for 1,228.07 feet to the East 1/4 corner of said Section 34; thence N88°30'42"W, for 18.93 feet; thence S00°29'18"W, along the west occupied right-of-way boundary of Highway Lane, for 2,284.90 feet to the beginning of a non tangent curve to the left, of which the radius point lies S87°38'02"E, a radial distance of 76.12 feet and having a chord bearing of S21°14'18"E, 60.96 feet; thence southerly along the arc, through a central angle of 47°12'32", for 62.72 feet; thence S00°23'57"W, for 296.72 feet to the Southeast corner of said Section 34; thence N89°02'48"W, along the South boundary of said Section 34 for 5,328.39 feet to the POINT OF BEGINNING.

Containing 46,996,180 square feet or 1,078.884 acres, more or less.

SECTION II - DEVELOPER COMMITMENT
DRI #247 - LONG LAKE RANCH
PASCO COUNTY

The following commitments have been made by, or on behalf of, the applicant in the Application for Development Approval (ADA), the First Sufficiency Response (SR1) or the Second Sufficiency Response (SR2):

DEVELOPMENT INFORMATION

The property owners have ownership interests in property in Hillsborough and Pasco County within a half-mile of the subject property. These parcels are not subject to a common plan of development, are not subject to a common development effort, are not the subject of a common master plan, do not have voluntary shared infrastructure and do not have common advertising or promotion. Therefore, these parcels have not been included as a component of this ADA (ADA/Page 4-1). These land holdings are described in SR1/Page 4-1.

MAPS

1. An upland habitat protection area is set aside for the Sherman's Fox Squirrel. Although ground cover was removed in these areas, the overstory vegetation remains and the intent of the preserve has not been compromised, with respect to the habitat of the species for which is being preserved. (SR1/Page 9-7)
2. Transit stops will be identified in site plans at such time as Pasco County provides public transit service to the area. Pedestrian ways will be delineated in site plans and will abut the proposed site roadways. (SR2/Page 9-4)

GENERAL

1. The previously permitted and legally vested active sand mine on the site is expected to cease operation prior to development of residential, commercial or office uses. After completion of mining operations, the (39-acre) portion of the site will be converted to a wetland mitigation area. (ADA/Page 10-1)
2. In the areas of the site which constitute the immediate watersheds for Lake Mary Lou and Long Lake, wetland edges will be maintained and enhanced. (ADA/Page 10-2)
3. Rehydration of previously-dewatered wetlands will be considered as an environmental mitigation strategy. (ADA/Page 10-2)
4. In pre-development condition, Long Lake Ranch has 314.3 acres of wetlands. Post-development, the amount of wetlands on-site will increase. (ADA/Pages 10-7 & 10-9)

5. Wetlands surrounding Long Lake and Mary Lou Lake will be retained serve as buffers and enhance water quality. (ADA/Pages 10-7 & 10-9)
6. The source of water will be assured by interlocal agreements implemented by Tampa Bay Water. (ADA/Page 10-10)
7. Stormwater alternatives will be evaluated throughout the permitting process and alternatives will be pursued to manage stormwater as a regional resource. (ADA/Page 10-10)
8. On-site wetlands will be addressed through a comprehensive strategy which: retains viable wetland communities, enhances stressed wetlands and mitigates for wetlands which are altered. (ADA/Page 10-10)
9. The proposed development seeks to avoid and minimize wetland impacts. Unavoidable impacts to wetlands will be mitigated by a variety of options including creation, restoration and conservation. (ADA/Page 10-14)
10. It is the applicant's intent to seek opportunities within the design to help restore the degraded hydrology of the site by using isolated wetlands for stormwater treatment. (ADA/Page 10-14)
11. Water conservation will be encouraged; when available, reclaimed water will be used for irrigation. (SR1/Page 10-8)
12. Regionally significant natural resource locations indicated in the TBRPC map will be field verified and their true extent will be determined through site-specific investigation. These resources will be protected through site planning and permitting (SR1/Page 10-9). [Developer clarification: *Field verification and extent determination have been accomplished.*]
13. Existing mining operations are expected to conclude prior to initiation of development authorized by the Development Order. All development will conform to relevant setback and zoning regulations, if mining is ongoing after DRJ and rezoning approval. (SR2/Page 10-1)
14. (In regard to the Public Facility Impacts of Transportation, Wastewater, Potable Water, Recreation and Open Space and Education)... Not evaluated, Only Phase I approval is being sought. (SR2/Table 10-5 Revised)
15. A (contiguous upland) preservation area is being set aside as habitat for fox squirrels (as depicted on revised Map F). Some understory vegetation has been cleared, which enhances the squirrel habitat. Overstory vegetation is intended to remain and continue to provide habitat for fox squirrel population. (SR2/Page 10-4)

VEGETATION, WILDLIFE AND WETLANDS

1. Many of the existing pine trees on the Long Lake Ranch tract will be protected in the post-development stage in wetland buffers and some of the most desirable habitat has been set aside in the upland/wetland protection areas of the site plan. (ADA/Page 12-6)
2. There will be no effort to further drain the site by way of off-site conveyance at lowered flow inverts. (ADA/Page 13-2)

WATER QUALITY AND STORMWATER MANAGEMENT

1. Accepted engineering practices will be utilized within on-site retention, detention, and filtration stormwater management facilities. Drainage swales will also provide for filtration of pollutants prior to discharge in stormwater management ponds. Wetland buffers will be provided as well as the maintenance of acceptable hydroperiods. Impact areas will be minimized to the greatest extent possible. On-site surface waters within Long Lake Ranch will be protected from construction impacts by various measures, including the use of staked hay bales and silt screen fences, reducing both erosion and sediment transport into wetland areas. (ADA/Page 14-3)
2. The 24-hour, 25-year peak discharge rate from system outfalls will be regulated by water control structures that will limit the post-development discharge to the pre-development rate. Where stormwater is routed through an isolated wetland system, a sedimentation basin will be provided on the upstream side of the isolated system. Where lakes or ponds are to be constructed adjacent to isolated systems, littoral zone areas, as well as deeper sump areas, will be constructed as part of the new system. Where new wetland systems are to be created, it shall include the construction of a littoral zone that presents a suitable environment for establishment of suitable native aquatic vegetation and this will provide biological treatment to maintain water quality. (ADA/Page 19-2)
3. The drainage system that is proposed for each individual development area will regulate the volume and capacity of runoff so that no increase in the rate of discharge from the existing condition will occur following development of each development area. (ADA/Page 19-3)
4. The developer and/or his assigns, including possible purchasers of individual development tracts, will assume the responsibilities to manage the system at full development. (ADA/Page 19-3)
5. A thorough geotechnical investigation will be undertaken prior to commencing development activities, including borings to locate or determine the absence of limerock or confining layers within proposed lakes, ponds, or other excavations on the site. Material containing greater than 30 percent fine sediments will remain in place within ponds and/or lakes and will not be excavated unless specifically approved by SWFWMD. (SR1/Page 14-1)
6. Water levels within existing/proposed borrow pits and/or ponds will be incorporated into the stormwater management system for the site and will receive stormwater discharge for stormwater detention/retention purposes prior to discharge from the site. (SR1/Page 14-2)

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Long Lake Ranch - Developer Commitments

7. The applicant will utilize a geotechnical consultant and surveyor to adequately document confining layers and limestone in all proposed lake locations. Then, during construction, the geotechnical consultant will observe the excavation while it is in progress and, should the above-mentioned clay or limestone layers be encountered, he will advise that the contractor stop digging at those locations. (SR2/Page 14-5)

SOILS

Buildings will be constructed on compacted fill material, with habitable structures sufficiently elevated to be at or above the determined 100-year flood elevation. (ADA/Page 15-1)

FLOODPLAINS

There should be no increase in off-site flooding due to the development of Long Lake Ranch. (ADA/Page 16-1)

WATER SUPPLY

1. The developers of the Long Lake Ranch community will practice water conservation in both residential and non-residential development. Xeriscaped lawns and common areas will be encouraged throughout the project to reduce the demand for non-potable water. (ADA/Page 17-4)
2. Water conservation will be encouraged; when available, reclaimed water will be used for irrigation. (SR1/Page 10-8)

WASTEWATER MANAGEMENT

Septic tanks are not planned for permanent use in Long Lake Ranch. (ADA/Page 18-2)

TRANSPORTATION

1. As requested by Hillsborough County, this (Lutz-Lake Fern Road) roadway is not included for regional trip distribution purposes in any of the analysis for Long Lake Ranch DRI. (ADA/Page 21-2)
2. All (regional) roadways within each study area shall maintain a performance standard of LOS C or D depending on the area type (urbanized, transitional or rural) a specific roadway segment is located within. (ADA/Page 21-2)
3. Opportunities to protect the surrounding transportation corridors will be available. The Applicant will cooperate with FDOT, Pasco and Hillsborough Counties to enhance the existing travel corridors in the vicinity of the site. (ADA/Page 21-10)
4. Long Lake Ranch supports transit use and will work with Pasco County or other appropriate entity to make transit service available to the site, at such time service becomes available. (ADA/Page 21-10)

AIR QUALITY

To minimize wind erosion, clearing and grubbing operations will be performed only on individual parcels of land where construction is scheduled to proceed. Measures to be employed to minimize fugitive dust will include sodding, seeding, mulching, or planting of landscape material in cleared and disturbed areas. Watering procedures will be employed as necessary to minimize fugitive dust. (ADA/Page 22-1)

POLICE AND FIRE PROTECTION

It is the applicant's intent to cooperate with Pasco County officials in locating (police and fire) facilities to serve Long Lake Ranch, to the maximum extent feasible. (ADA/Page 25-1)

RECREATION AND OPEN SPACE

1. Long Lake, located in the eastern portion of the property, is part of a wetland system which extends beyond the project boundaries. This lake and related wetland systems are intended to be preserved. Mary Lou Lake has 21 acres within the site boundary and is located west of Long Lake. This lake and abutting wetlands are intended to be preserved. (ADA/Page 26-1)
2. On-site open space facilities will be maintained by an appropriate entity, such as a Community Development District or Homeowners Association. (ADA/Page 26-1)

ENERGY

Consideration will be given to site design, building construction and landscaping for energy conservation. (SR1/Page 29-1)

HISTORICAL AND ARCHAEOLOGICAL SITES

A site survey (a/k/a cultural resource assessment) will be conducted prior to initiating development-related site clearing or ground disturbing activities (ADA/Page 30-1). Results of the survey will be transmitted to the Division of Historical Resources, Department of State. (SR1/Page 30-1)

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**SECTION IV - RECOMMENDED REGIONAL CONDI. JNS
DRI #247 - LONG LAKE RANCH
PASCO COUNTY**

Subsection 380.06(15), F.S., requires that the local government render a decision on the development proposal within 30 days after a public hearing, and issue a development order containing, at minimum:

- findings of fact
- conclusions of law
- conditions of approval
- consideration of whether or not the development interferes with the achievement of the objectives of an adopted state land development plan applicable to the area
- consideration of whether the development is consistent with the local comprehensive plan and local land development regulations
- consideration of whether the development is consistent with the report and recommendations of the regional planning agency
- monitoring responsibility
- expiration dates for commencing development, compliance with conditions or phasing requirements and termination date of the order
- annual report requirements
- a date until which the local government agrees that the approved DRI shall not be subject to down-zoning, unit density reduction or intensity reduction
- substantial deviation determinations
- legal description of the property

Any approval of Long Lake Ranch shall include the above-referenced Section 380.06, F.S. requirements and shall address the following recommended regional conditions:

REGIONAL CONDITIONS

BASED ON THE FINDINGS AND THE ISSUES RAISED IN THIS REPORT, IT IS THE RECOMMENDATION OF THE TAMPA BAY REGIONAL PLANNING COUNCIL THAT SPECIFIC APPROVAL FOR PHASE I OF LONG LAKE RANCH AND CONCEPTUAL APPROVAL OF PHASE II BE GRANTED, SUBJECT TO THE CONDITIONS CITED HEREIN. SPECIFIC PHASE II APPROVAL SHALL BE CONTINGENT UPON FURTHER TRANSPORTATION, AIR QUALITY AND WATER SUPPLY ANALYSIS AS IDENTIFIED IN THE FOLLOWING RECOMMENDED CONDITIONS.

COMMENCEMENT OF DEVELOPMENT

Physical development shall commence by December 31, 2003, in order to have reasonable expectation of achieving the assumed 2006 buildout for Phase I. For the purpose of the Development Order, this term means construction of infrastructure, roadways or other vertical development.

Long Lake Ranch - Recommended Regional Conditions

VEGETATION, WILDLIFE AND WETLANDS

1. In the event that any additional state- or federally-listed species or nesting colonies of wading bird species not already identified are discovered on-site during project development, the developer shall immediately notify the Florida Fish and Wildlife Conservation Commission and implement the recommended measures for species protection.
2. Mitigation for justifiable impacts to *Natural Resources of Regional Significance* (as shown on Map 3 of this Report) should meet the ratios set forth in Policy 4.5.2, *Future of the Region, A Strategic Regional Policy Plan for the Tampa Bay Region*.
3. Nuisance and exotic plant species shall be removed from the project site during site development. A plan shall be developed to address how the project site will be maintained free of nuisance and exotic species in perpetuity. The Plan shall be submitted to Pasco County for approval and included in the first annual report.
4. Protection of preserved wetlands and mitigation areas shall be assured through conservation easements or deed restrictions.
5. The Stormwater Management Plan shall endeavor to enhance the restoration of the hydroperiod in the on-site wetlands.
6. The project site may continue to be used for agricultural activities, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.
7. Preservation of 5.3 acres of habitat for the Sherman's Fox Squirrel, as described in the ADA and Sufficiency Responses, shall be by conservation easement and dedication to that purpose. The area shall not be available for active recreation. Passive uses shall be limited to a pedestrian trail. The habitat shall be managed in a manner that maintains optimum habitat for the species, as approved by the Florida Fish and Wildlife Conservation Commission.

WATER QUALITY AND STORMWATER MANAGEMENT

1. In order to protect surface water quality, stormwater exiting the site shall meet or exceed all applicable State water quality standards.
2. An integrated pest management program shall be implemented to minimize the use of fertilizers and pesticides, and the design and construction techniques listed below shall be utilized to minimize groundwater contamination:
 - using shallow ponds;
 - ensuring that ponds and swales are properly grassed;
 - setting a maximum depth for stormwater storage;
 - maintaining a minimum distance between pond bottoms and the top of the limerock; and
 - implementation of a site-specific groundwater quality monitoring system.

Long Lake Ranch - Recommended Regional Conditions

3. At the time reclaimed water is made available to the project site, specific groundwater monitoring program shall be instituted to measure any potential effects of the use of reclaimed water on the nearby potable wellfield.
4. All deeds for lots adjacent to man-made lakes, ponds or other surface water features shall include a statement that these are not natural surface water features and the water levels in these features may be designed to fluctuate widely. These features, by design, may be dry from time to time.

SOILS

Best Management Practices, including those identified in the ADA, shall be employed during site preparation and construction to prevent soil erosion.

FLOODPLAINS

1. All habitable structures and access roadways shall be constructed above the 100-year flood elevation.
2. Compensation for the loss of 100-year flood storage capacity shall be provided.

WATER SUPPLY

1. The project shall utilize the lowest quality water reasonably available, suitable and appropriate.
2. Water-saving devices shall be required in the project as mandated by the Florida Water Conservation Act (Section 553.14, F.S.).
3. Assurance of adequate water supply capacity to serve the project and identification of the entity(ies) responsible for maintenance of the water supply systems within the project site shall be provided in the Development Order. This shall include adequate water supply for fire-fighting.
4. The developer shall encourage the use of the water conservation techniques/methods identified in the ADA to the maximum extent possible and feasible. This would include, but not be limited to:
 - promote public awareness of water conservation;
 - use of low-flow toilets, low supply taps and showers; and
 - use of xeriscaped lawns and common areas.
5. The developer should install a dual water system during site development. The project shall utilize reclaimed water at the time, and to the full extent, that it is made available by Pasco County.

6. The developer shall encourage the use of water conserving landscap and the responsible use of water, pesticides and fertilizers by occupants. The principles of the Florida Yards & Neighborhoods Program should be incorporated into development plans.
7. Acknowledging that Water Supply is a limited resource in the Tampa Bay Region, the developer shall provide full responses to the Water Supply questions contained in the ADA prior to Phase II approval. This information shall be submitted through the Notice of Proposed Change process. The County can modify the Development Order to incorporate the findings and/or identify potential air quality improvements based on this additional information.

WASTEWATER MANAGEMENT

1. Approval of the project shall include assurance of adequate wastewater treatment capacity.
2. Wastewater shall not be treated on-site or by a private utility.
3. No permanent septic tanks shall be installed on the Long Lake Ranch site. Any temporary septic tanks and drain fields, installed to serve construction operations, shall be located at least 1,000 feet from the western DRI property line.

SOLID WASTE/HAZARDOUS WASTE/MEDICAL WASTE

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

TRANSPORTATION

1. The Long Lake Ranch development will have a negative impact on several regionally-significant roadway facilities within the primary impact area. Table 1, presented below, identifies the improvements necessary for Phase I approval.

Table 1
Phase I (2006) Required Improvements

| Location | Total Traffic LOS Prior to Improvement | Project Traffic Impact (Percent) | Required Improvement |
|--|--|----------------------------------|--|
| Sunlake Boulevard at SR 54 (Main Project Entrance) | N/A | N/A | Construct WB LT lane, EB RT lane, and NB LT & RT lanes. Signalize when warranted by the MUTCD. |
| SR 54 at Easternmost Project Driveway, North Side | N/A | N/A | Construct WB LT lane, EB RT lane and NB LT & RT lanes. |
| ACRONYM LISTING: EB - East Bound WB - West Bound NB - North Bound SB - South Bound MUTCD - Manual of Uniform Traffic Control Devices LT - Left-Turn RT - Right Turn | | | |

2. Due to the rapid growth of South Pasco County, deficiencies of the existing transportation system and the impacts anticipated from this project, the following measures are necessary as conditions of approval.

- A. A monitoring program to verify that the actual number of trips generated by Long Lake Ranch do not exceed those assumed in the transportation analysis. The developer shall provide traffic counts to identify project trips beginning in the year 2003. The monitoring program shall continue on an annual basis until full project buildout and be included in all subsequent Annual Reports.

The monitoring program shall consist of weekday PM peak hour directional counts from 4:00 to 6:00 PM, with subtotals at 15 minute increments, at all project driveways to SR 54. Only turns to and from the project entrances need to be counted (through volumes on SR 54 will not be required). The sum of the project entrance trips shall be totaled in 15 minute increments with the highest four consecutive 15 minute totals summed to determine the PM peak hour for project traffic. It will be assumed that this total will include net external trips and pass-by trips to the commercial land uses within Long Lake Ranch. The Phase I total PM peak hour project traffic at the driveways was projected to be 2,572 net external and 170 pass-by, for a total of 2,742 combined inbound and outbound trips.

If the monitoring results demonstrate that the project is generating more than five (5) percent above the estimated number of trips stated above, or an Annual Report is not submitted within 30 days of its due date, Pasco County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), F.S., and may amend the Development Order to change or require additional roadway improvements. The revised Transportation Analysis shall be subject to review by all appropriate review entities.

- B. Pasco County, with funding and technical assistance provided by the Florida Department of Community Affairs, the Florida Department of Transportation and the Tampa Bay Regional Planning Council, is assessing the existing and future traffic conditions on S.R. 54 between Little Road and Morris Bridge Road in a study effort known as the "State Road (S.R.) 54 Corridor Study." The unbuilt portions of the property shall be required to comply with the recommendations of the S.R. 54 Corridor Study that are adopted by the Pasco County Board of County Commissioners as generally applicable regulations governing access connections, signalization, setback requirements, landscaping, internal circulation systems, and signage. The unbuilt portions of the project are defined as any project improvement that is not governed by an approved preliminary plan/preliminary site plan upon adoption of the regulations.

The Study is divided into two parts. Part I is tentatively planned for completion by October 31, 2001 and focuses on the portion of S.R. 54 between Little Road and U.S. Highway 41. Part II will focus on that portion of S.R. 54/S.R. 56 east of U.S. Highway 41 to Morris Bridge Road.

Participation by the developers/land owners will be required for developments along this corridor. This will include, but not be limited to, the Long Lake Ranch, Sunlake Centre, Suncoast Crossings and Cypress Creek DRIs. The results of the study may serve as a basis for the developer or reviewing agencies to request Development Order conditions/modifications.

Any transportation mitigation costs or transportation impact fees paid by the DRIs in the S.R. 54 corridor prior to the completion of the Study shall be considered as credit against mitigation requirements identified as conditions/modifications of the Development Order as a result of the S.R. 54 Corridor Study final reports.

- C. As committed in the ADA, the developer shall coordinate with Pasco County to establish mass transit service to the project site.
3. Specific approval of Phase II development (i.e. 1,744,000 sq. ft. of additional commercial space and 425 additional multi-family units) shall be contingent upon transportation analysis prepared in accordance with Section 380.06, F.S. This information shall be submitted under the Notice of Proposed Change process. Following acceptance of the analysis by all appropriate review agencies, the Development Order shall be appropriately modified to reflect any/all transportation mitigation requirements necessitated by Phase II development.

AIR QUALITY

1. Best Management Practices, including those identified in the ADA, shall be employed during site preparation and construction to minimize air quality impacts.
2. Full A.D.A. responses (Question #22) shall be provided prior to specific Phase II approval. This information shall be submitted through the Notice of Proposed Change process. The Development Order shall be amended to incorporate the findings and/or identify potential air quality improvements based on this additional information.

HURRICANE PREPAREDNESS

The developer shall coordinate with the Institute for Business and Home Safety (IBHS) and the Pasco County Emergency Management Department to determine the feasibility of incorporating fire and wind-resistant "fortified" design criteria and technologies into the commercial and office facilities.

POLICE AND FIRE PROTECTION

1. The developer shall coordinate with Pasco County to identify the mitigative measures necessary to ensure adequate police and fire protection, as required through the application of uniform development standards. The mitigative measures shall be identified in the Development Order.

2. The developer shall review the concepts of "fire safe communities," provided by the Florida Division of Forestry, and implement all appropriate measures.

RECREATION AND OPEN SPACE

On-site open space shall be maintained by an assigned, appropriate entity, such as a Community Development District or Homeowners Association. The assigned entity should be identified in the Development Order.

EDUCATION

The developer shall cooperate with the District School Board of Pasco County to accurately mitigate school system impacts. The mitigative measures shall be identified in the Development Order.

ENERGY

The developer shall incorporate energy conservation measures into the site design, building construction and landscaping to the maximum extent feasible.

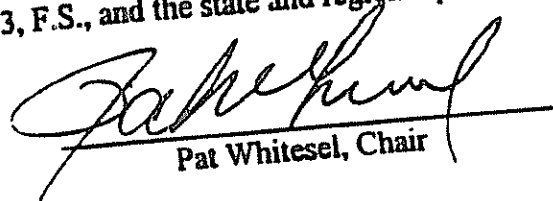
HISTORICAL AND ARCHAEOLOGICAL

1. The developer shall comply with Florida Division of Historical Resources' (FDHR) recommendation that the project site be subjected to a systematic, professional archaeological and historical survey "prior to initiating any project related land clearing or ground disturbing activities" in accordance with Chapter 1A-46, FAC. The results and findings of this survey must be validated and approved by FDHR and Pasco County prior to commencement of development. Documentation of compliance and a report outlining the results of such excavations and surveys shall be provided as part of the first Annual Report.
2. The discovery of any significant historical or archaeological resources encountered during conduct of the required Cultural Resource Assessment Survey, or unanticipated discoveries during project development, shall be reported to the Florida Division of Historical Resources and the disposition of such resources shall be determined in cooperation with the Division of Historical Resources and Pasco County.

GENERAL CONDITIONS

1. Any change to the project which meets the criteria set forth in Subsection 380.06(19), F.S., shall constitute a substantial deviation.
2. Should development significantly depart from the parameters set forth in the ADA, the project will be subject to substantial deviation review pursuant to Section 380.06, F.S.

3. Any approval of Long Lake Ranch shall, at minimum, satisfy the provisions of Subsection 380.06(15), F.S., and the following provisions of the Florida Administrative Code (F.A.C.): Rule 9J-2.041 (Listed Plant and Wildlife Resources Uniform Standard Rule); Rule 9J-2.044 (Hazardous Material Usage, Potable Water, Wastewater, and Solid Waste Facilities Uniform Standard Rule); Rule 9J-2.043 (Archaeological and Historical Resources Uniform Standard Rule); Rule 9J-2.045 (Transportation Uniform Standard Rule); and 9J-2.048 (Adequate Housing Uniform Standard Rule).
4. Any approval of this development shall require that all of the developer's commitments set forth in the ADA, and as summarized in Section III of this Report, be honored, except as they may be superseded by specific terms of the Development Order.
5. As previously stated, specific Phase II approval shall be contingent upon full ADA responses for Water Supply and Air Quality and submittal of a revised Transportation Analysis prepared in accordance with Section 380.06, F.S. under the Notice of Proposed Change process. The Development Order shall be modified, as appropriate, to reflect the findings and/or additional requirements.
6. The Development Order shall address the concerns set forth in the attached letters from various review entities.
7. 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 Rule 9J-2.0252, FAC.
8. Approval of Long Lake Ranch shall be contingent upon the project's consistency with the Pasco County Comprehensive Plan adopted pursuant to the Local Government Comprehensive Planning Act, Chapter 163, F.S., and the state and regional plans.


Pat Whitesel, Chair

ATTEST 
Barbara Sheen Todd, Secretary/Treasurer

These comments and recommendations were approved by a majority vote of the Tampa Bay Regional Planning Council on this 9th day of July, 2001.

EXHIBIT "E"

Long Lake Ranch Land Use Trade Offs

| | To Single-Family (Units) | To Multifamily (Units) | To Office (1,000's Sq. Ft.) | To Retail (1,000's Sq. Ft.) |
|--------------------------------------|-----------------------------|---------------------------|--------------------------------|--------------------------------|
| From Single-Family Units | - | 1.35 | .833 | .214 |
| From Multifamily Units | .74 | - | .618 | .159 |
| From Retail (1,000's Square Feet) | 4.66 | 6.29 | 3.88 | - |

Source: Long Lake Ranch Application for Developer's Approval, Table 21-7; Long Lake Ranch Application for Development Approval, Transportation Appendix, Appendix D. Based on trip generation rates, *ITE 6th Edition*

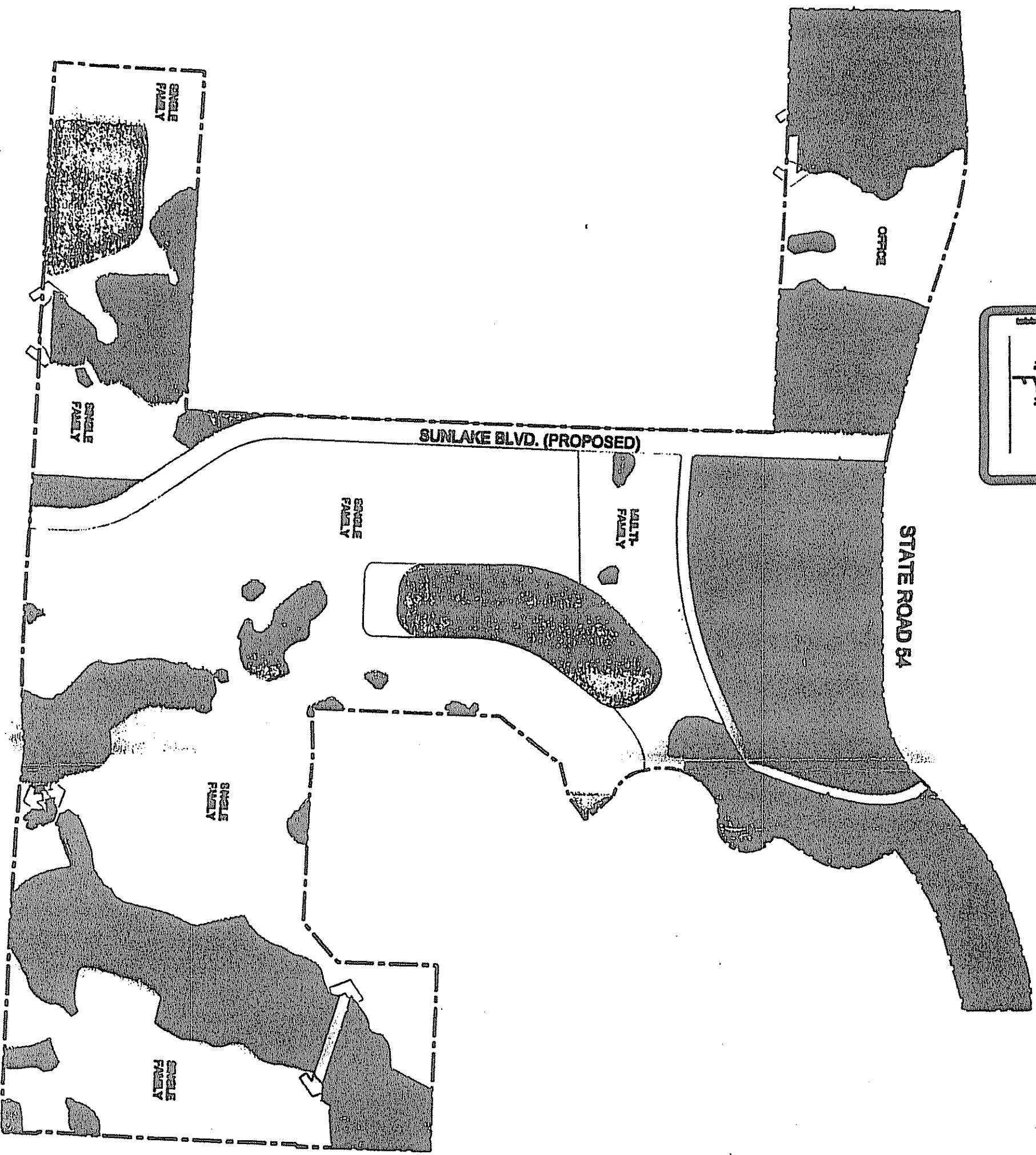
Example: Trade from Multifamily to Office

Trade 100 multifamily units to office
 $(100 \times .618) \times 1,000 = 61,800$ square feet of office

Any deviation of more than thirty (30) percent (cumulative change) from the approved entitlements for Phase 1 shall require analysis to address potential impacts that may require additional improvements, mitigation, or conditions. Analysis shall be based on an approved methodology by Pasco County. The Land Use Equivalency Matrix is not approved for Phase 2.

The developers shall not convert office/retail uses to residential uses in Phase 1. The developers may convert residential uses to office/retail uses in Phase 1.

EXHIBIT
"F"



Long Lake Ranch

Revised SR-2

Map H

Master Development

Plan

Legend

- Single Family Residential 443.9 Ac. (PHASE 1)
- Multi Family Residential 43.1 Ac. (PHASE 1 AND 2)
- Retail 230.7 Ac. (PHASE 1 AND 2)
- Office 35.9 Ac. (PHASE 1)
- Wetlands to be Protected 123.0 Ac.
- Upland Habitat Protection areas 5.3 Ac
- Potential Impaction areas 74.8 Ac.
- Lakes 69.3 Ac.
- Transportation Connection Conceptual Location (includes Protection Impacts)

Scale: 1" = 1,000'

NOTICE OF ADOPTION OF THE
DEVELOPMENT ORDER FOR THE LONG LAKE RANCH
DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 04-106 dated 02/24/04, has adopted the development order for a Development of Regional Impact known as LONG LAKE RANCH. 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.




JED PITTMAN, CLERK


PETER ALTMAN, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED

FEB 24 2004

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) 25 OF 25 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS
18th day of March 2004
JED PITTMAN, CLERK TO THE BOARD
BY Ronald Schmitt