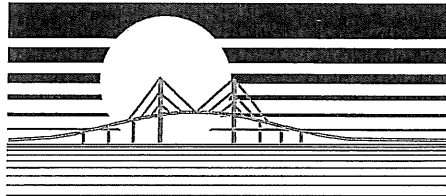


253



Tampa Bay Regional Planning Council

Chair
Commissioner Bill Dodson

Vice-Chair
Commissioner Jack Mariano

Secretary/Treasurer
Jill Collins

Executive Director
Manny Pumariega

December 21, 2009

Mr. Ben Harrill
Figurski & Harrill
2550 Permit Place
New Port Richey, FL 34655

Subject: *DRI #253 - The Groves at Wesley Chapel, Three-Year Extension Request in association with 2007 revisions to Subsection 380.06(19)(c), F.S., Pasco County*

Dear Mr. Harrill:

The Tampa Bay Regional Planning Council staff has evaluated your December 21, 2009 e-mail correspondence containing aerial photographs of The Groves of Wesley Chapel (f/k/a Oakley Plaza) DRI project site. The photographs were taken in March, August and October, 2007 and were provided in the hope of demonstrating that the project was under "active construction" on July 1, 2007, a pre-requisite for the additional three-year extension in which you are currently seeking.

Having been previously convinced that the project had qualified for the two-year buildout extension (to May 1, 2013) in association with SB 360, Council staff further concurs with your current request for an additional three years and will update our records to reflect the new buildout date of May 1, 2016.

If you should have any question(s), please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John M. Meyer", is written over a horizontal line.

John M. Meyer
DRI Coordinator

cc: Cynthia Spidell, Pasco County
Bernard Piawah, FDCA



PASCO COUNTY, FLORIDA

FAX (727) 847-8084
DADE CITY (352) 521-4274
LAND O' LAKES (813) 996-7341
NEW PORT RICHEY (727) 847-8132

ZONING/CODE COMPLIANCE DEPT.
WEST PASCO GOVERNMENT CENTER
7530 LITTLE ROAD, SUITE 323
NEW PORT RICHEY, FL 34654-5598

CERTIFIED MAIL NO. 7003 3110 0003 6049 4320
RETURN RECEIPT REQUESTED

March 3, 2009

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

RE: The Grove at Wesley Chapel - Development of Regional Impact (#253)
Development Order

Dear Mr. Meyer:

Enclosed please find a certified copy of The Grove at Wesley Chapel Development of Regional Impact #253 Development Order (Resolution No. 09-116), 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 February 10, 2009.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dianne M. Naeyaert", is written over a horizontal line.

Dianne M. Naeyaert
Planner I

Enclosure

NOTICE OF ADOPTION OF THE
DEVELOPMENT ORDER FOR
THE GROVE AT WESLEY CHAPEL
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. 09-116 dated 2/10/09, has adopted the development order for the Development of Regional Impact known as THE GROVE AT WESLEY CHAPEL. The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit J 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 J nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

Paula S. O'Neil
Paula S. O'Neil, Clerk

Jack Mariano
Jack Mariano, Chairman
Board of County Commissioners

STATE OF FLORIDA, COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE DOCUMENT
ON FILE OR OF PUBLIC RECORD IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL THIS
16th DAY OF FEBRUARY 2009
PAULA S. O'NEIL, CLERK & COMPTROLLER
BY Beverly Beem DEPUTY CLERK

1 of 1 page

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING AND RESTATING THE DEVELOPMENT ORDER (RESOLUTION NO. 05-156, AS AMENDED) APPROVING, WITH CONDITIONS, THE OAKLEY PLAZA DEVELOPMENT OF REGIONAL IMPACT NO. 253.

WHEREAS, in accordance with Section 380.06, Florida Statutes (F.S.), as amended, Oakley Grove Development, LLC (Applicant/Developer) filed an Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as The Grove at Wesley Chapel (fka Oakley Plaza); and

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

WHEREAS, the culmination of review pursuant to Section 380.06, F.S., requires the approval, approval with conditions, or denial of the ADA; and

WHEREAS, the development order (DO) for the Oakley Plaza DRI was adopted by the Pasco County Board of County Commissioners on March 22, 2005 (Resolution No. 05-156); and

WHEREAS, on May 24, 2005, the Pasco County Board of County Commissioners adopted Resolution No. 05-217 which amended Resolution No 05-156 to correct a scrivener's error and establish the effective date of the DO as May 27, 2005; and

WHEREAS, on March 13, 2007, the Pasco County board of County Commissioners adopted Resolution No. 07-152 to change the name of the project from Oakley Plaza Development of Regional Impact (DRI No. 253) to The Grove at Wesley Chapel Development of Regional Impact (DRI No. 253) and to make the following revisions to the Land Use Equivalency Matrix: a) the deletion of Auto Mall as a land use listed in Exhibit E of the approved DO; b) an increase in the "Maximum" amount of movie theater seats from 2,400 seats to 3,300 seats on Table 1 of Exhibit E; c) an amendment to the "Approved" uses in Table 1 of Exhibit E to increase movie theater seats to 3,300 and a resulting decrease in retail from 835,000 square feet to 736,492 square feet through the use of the Land Use Equivalency Matrix; d) an amendment to Table 2 of Exhibit E to eliminate Auto Mall as an approved use, and an amendment to the table to reflect the changes noted in a), b), and c) above; and e) the creation of Table 3 of Exhibit E to reflect the approved uses; and

WHEREAS, on June 18, 2008, Oakley Grove Development, LLC, filed a Notification of Proposed Change (NOPC) amending and restating the approved DO and Map H for The Grove at Wesley Chapel Development of Regional Impact (DRI No. 253), pursuant to Section 380.06(19), F.S.; and

WHEREAS, the NOPC requested the following changes: (1) add four parcels (Parcel 'B' consisting of 25.86 acres, Parcel 'C' consisting of 8.27 acres, Parcel 'D' consisting of 6.69 acres and Parcel 'E' consisting of 21.5 acres) totaling 62.32 acres to the project; (2) spread the existing DRI entitlements across all four parcels; (3) add 'Hotel' as an approved project use within the Land Use Equivalency Matrix; (4) amend the previously

approved uses in Table 2 of Exhibit E to reduce the number of approved movie theatre seats by 562 (to 2,738); (5) increase commercial entitlements by 52,803 square feet (to 789,295 sq. ft.) in accordance with the Land Use Equivalency Matrix of the DO; and (6) extend the build-out date from May 1, 2010 to May 1, 2011, (Proposed Changes);

WHEREAS, the BCC considered the Proposed Changes at its meeting on February 10, 2009.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled this 10th day of February, 2009, that:

The NOPC application for The Grove at Wesley Chapel DRI is approved with conditions, as set forth in the following DO, which is hereby adopted by the Board of County Commissioners:

THE GROVE AT WESLEY CHAPEL AMENDED AND RESTATED DEVELOPMENT OF REGIONAL
IMPACT/DEVELOPMENT ORDER

1. General Findings of Fact

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

a. Oakley Grove Development, LLC, hereinafter referred to as the "Applicant" or "Developer," filed, in accordance with Section 380.06, F.S., as amended, the ADA of The Grove at Wesley Chapel DRI and associated Responses to Request for Additional Information, collectively referred to herein as the "Application."

b. The nature, type, scope, intensity, density, costs, and general impact of the proposed The Grove at Wesley Chapel DRI, in part, are those which are summarized in Composite Exhibit A, the Application, and in attached Exhibit B, the Specific Findings of Fact and regional impacts contained in the Tampa Bay Regional Planning Council (TBRPC) NOPC Report. Exhibit A is incorporated into this DO by reference and is on file with the Pasco County Growth Management Department.

c. The real property encompassed by The Grove at Wesley Chapel DRI is owned by Oakley Grove Development, LLC, and a description of the real property is attached hereto as Exhibit C ("the Property") which is made a part of this DO.

d. The Pasco County Comprehensive Plan Future Land Use Map classification for the Property is MU (Mixed Use). The proposed development, as modified by this Amended and Restated DRI/DO, is consistent with the applicable provisions of the MU (Mixed Use) classification and other applicable 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. On March 22, 2005, the Board of County Commissioners approved Rezoning Petition No. 6342 to rezone the Property from A-C Agricultural, A-R Agricultural-Residential, and C-2 General Commercial to MPUD.

f. In processing the NOPC application for The Grove at Wesley Chapel DRI/DO, the TBRPC reviewed the proposed changes to the DO as set forth in the NOPC application and determined that while the amendments and changes as proposed are presumed to create a substantial deviation pursuant to Section 380.06(19), F.S., no unmitigated regional impacts would result from the requested modifications if appropriate conditions were included in the development order, and accordingly, the NOPC application should be processed as a nonsubstantial deviation, and the TBRPC has so advised the local government on November 10, 2008. The support data submitted as a part of and processed concurrently with the NOPC application is incorporated into this Amended and Restated DRI/DO.

g. The Board of County Commissioners scheduled and held a public hearing on the pending Application on February 10, 2009.

h. Notice of the hearing has been published in a newspaper of general circulation at least fifteen (15) days prior to the date set for the Board of County Commissioners hearing.

i. At the public hearing for the review and approval of the ADA for The Grove at Wesley Chapel DRI/DO, all parties were afforded the opportunity to present evidence and argument on all issues, and submit rebuttal evidence. In like manner, at a public hearing for the review and approval of the NOPC application to The Grove at Wesley Chapel DRI/DO, all parties were afforded the opportunity to present evidence and argument on all issues and to submit rebuttal evidence.

j. Additionally, at the public hearings on both the approval of ADA for The Grove at Wesley Chapel DRI/DO and the proposed NOPC application to the DRI/DO, 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 Final Report for The Grove at Wesley Chapel DRI/DO as well as the DO Amendment report relative to the proposed NOPC to The Grove at Wesley Chapel DRI/DO.

l. The Board of County Commissioners has received and considered various other reports and information relevant to the approval of The Grove at Wesley Chapel DRI/DO and the proposed NOPC application to The Grove at Wesley Chapel DRI/DO including, but not limited to, the recommendation of the Pasco County Development Services Branch and the Pasco County Development Review Committee (DRC).

m. On November 25, 2008, the BCC adopted amendments to the County's concurrency-management regulations to extend, without additional concurrency review or analysis, the concurrency expiration date of all projects in Pasco County by one (1) year (the One-Year Extension).

n. The One-Year Extension extended the concurrency exemption/expiration period for The Grove at Wesley Chapel DRI from May 1, 2010, to May 1, 2011.

2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

a. The Grove at Wesley Chapel DRI as amended by this Amended and Restated DRI/DO, will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the DO.

b. As conditioned, this Amended and Restated DRI/DO addresses issues raised consistent with the report and recommendation of the TBRPC.

c. As conditioned, this Amended and Restated DRI/DO is consistent with the applicable provisions of the Pasco County Land Development Code (the land development code).

d. As conditioned, this Amended and Restated DRI/DO is consistent with the applicable provisions of the Pasco County Comprehensive Plan (the Comprehensive Plan).

e. The land that is the subject of this Amended and Restated DRI/DO is not in an Area of Critical State Concern.

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

3. Approval Stipulations

a. The requirements of and conditions contained in this Amended and Restated DRI/DO shall regulate the development of the Property described in Exhibit C (legal description). Following the adoption of this Amended and Restated DRI/DO, all plans for development on this Property shall be consistent with the conditions and restrictions set forth herein. Such conditions and restrictions shall be binding upon all Applicant's/Developer's successors in interest to the Property.

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

b. All development specifically authorized by this Amended and Restated DRI/DO shall be carried out in accordance with the provisions hereof.

(1) Adverse impacts shall be mitigated as specified in this Amended and Restated DRI/DO.

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

c. Development of The Grove at Wesley Chapel DRI shall be governed by the standards and procedural provisions of the Comprehensive Plan in effect at the time of adoption of the Amended and Restated DRI/DO unless otherwise provided in this Amended and Restated DRI/DO. Land development regulations shall be applied in a manner which is consistent with Chapter 163.3194(1)(b), F.S., and Pasco County Land Development Regulations (including the Land Development Code). In the event of a conflict between the land development regulations and this Amended and Restated DRI/DO, it shall be resolved in accordance with applicable law.

d. The approved DRI as set forth in the Amended and Restated DRI/DO shall not be subject to downzoning, unit density reduction, or intensity reduction until May 1, 2018, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the Amended and Restated DRI/do have occurred; or that the Amended and Restated DRI/DO was based on substantially inaccurate information provided by the Applicant/Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this Amended and Restated DRI/DO, the associated Development Agreement, the MPUD Master Planned Unit Development conditions, and the Pasco County Comprehensive Plan and Land Development Code regulations, shall not constitute downzoning, unit density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

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

f. The Property is currently partially constructed and being partially utilized for agricultural activities. 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 the Property is developed in accordance with this Amended and Restated DRI/DO, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

4. Phasing and Duration

a. Phasing Schedule

This project is specifically approved as a one (1) phase project.

b. Effective Date and Duration

(1) The Original DO (Resolution No. 05-156) for the Oakley Plaza DRI shall be effective May 27, 2005, which is forty-five (45) days after a certified copy of the Original DO (Resolution No. 05-156) was rendered to the Florida Department of Community Affairs (FDCA) if no appeal has been filed prior to that date. If this DO is appealed, it shall take effect upon conclusion of the appeal.

(2) The effective period of this DO shall be until May 1, 2018. 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 an extension shall be made at least sixty (60) days prior to the expiration date. All extensions shall be subject to a substantial deviation determination pursuant to Chapter 380.06(19), F.S.

c. Commencement of Development

Commencement of development for The Grove at Wesley Chapel DRI shall occur within three (3) years of the effective date of this DO. For the purpose of this DO, "commencement of development" shall mean the commencement of development of infrastructure, roadways, or other vertical development, unless otherwise approved by Pasco County.

d. Build-Out of Project

(1) The build-out date of the project shall be May 1, 2011.

(2) Any delay in the build-out date beyond May 1, 2011, may require a new transportation analysis, in accordance with applicable law as the basis for a DO Amendment which may include re-evaluation of required transportation mitigation.

(3) For regional purposes, the build-out date of the project shall be May 1, 2013.

5. Specific Conditions

a. Development Components

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

**TABLE 1
DEVELOPMENT INFORMATION
The Grove at Wesley Chapel DRI**

<u>Development Category</u>	<u>Acres</u>	<u>Buildout (2011)</u>
Multifamily Residential (28-24.010, FAC)	33.64 Acres	300 Units
Retail*	<u>149.03 Acres</u>	<u>789,295 S.F.</u>
Movie Theatre Seats*	Included in Retail	2,738 seats

*Land uses may be exchanged for retail uses in accordance with the proposed equivalency matrix.

b. Land Use Exchange

(1) Development entitlements within the project may be exchanged pursuant to the Land Use Equivalency Matrix set out in Exhibit E attached hereto. Land use exchange requests shall be provided to and approved by Pasco County, with copies to the FDCA and the TBRPC for review and comment a minimum of fourteen (14) days prior to final authorization granted by Pasco County, and the use thereof shall be reported in the next biennial report. Exhibit E represents the Land Use Equivalency Matrix which is

acceptable. Notwithstanding the foregoing, no approved entitlements may be traded for additional residential entitlements.

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

(3) Any amendments to the land use mix or proposed phasing schedule, other than those described herein, shall be approved pursuant to the NOPC process as required by Section 380.06(19), 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 Amended and Restated DRI/DO.

c. Water Quality and Drainage

(1) Development of the project shall not lower the Level of Service (LOS) for offsite drainage structures below acceptable standards as established in the adopted Pasco County Comprehensive Plan and Land Development Code as may be amended from time to time.

(2) The project's stormwater management system shall be designed, constructed, and maintained to meet or exceed Chapters 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 (BMP) 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 Applicant/Developer shall comply with the following design requirements:

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

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

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

(d) Should the Applicant/Developer discover that any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the Applicant/Developer shall, within seven (7) days, 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/preliminary site plan approval.

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

(3) Predevelopment hydrologic/hydraulic properties shall remain unaltered to maintain the quantity and timing of runoff discharges to off-site wetlands and creeks.

(4) The development activities shall not breach the clay-confining unit, and in no event, should contact with the limestone aquifer be allowed. Applicant's/developer's responsibilities to prevent this occurrence and any remedial actions that are required should it occur shall be required to be addressed by the Applicant/Developer prior to development.

(5) A groundwater monitoring program shall be developed in coordination with the Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), and Tampa Bay Water (TBW) to establish parameters, methodology, sampling frequency, and locations of monitoring sites. Any such program shall be submitted to the FDEP, SWFWMD, and TBW for review and to Pasco County for approval. The groundwater-quality monitoring program shall be instituted before commencement of development begins, as defined in the Pasco County Land Development Code, as amended, to provide background data and shall continue to project buildout. As a result of the inclusion of 21.5 acres into the DRI delineated in Exhibit C and depicted by Exhibit H, both of which are attached hereto, the applicant will be required to relocate Groundwater Monitoring Wells 3 and 4 to the north as depicted by Exhibit J attached hereto in order to facilitate monitoring of the new property boundary at the upgradient edge of the site. This required revision to the existing groundwater monitoring program must be reviewed by FDEP, SWFWMD, and TBW and approved by Pasco County prior to commencement of development (as defined by the Pasco County LDC) on the additional 21.5 acres. 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 reported at least annually or more often as may be required.

d. Wellfield Protection

(1) The Applicant/Developer 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 Applicant/Developer shall immediately notify the County, TBW, and SWFWMD, and adopt one (1) or more of the following procedures as determined to be appropriate by the County and SWFWMD:

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

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

(c) Visually inspect the affected area.

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

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

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

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

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

(4) The historic average rainfall volume discharged from the project should be maintained post development. The Applicant/Developer shall propose stormwater-design solutions which achieve this goal (i.e., use of swale systems and reducing treatment volume requirements) in cooperation with the TBW, and to the extent the permitting agencies (Pasco County and SWFWMD) can allow.

e. Wetlands

No jurisdictional wetlands occur on site; therefore, protection and/or mitigation is not necessary.

f. Flood Plains/Disaster Preparedness

(1) Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Roadways providing access to residential areas shall be at, or above, floodplain elevations as identified in the Pasco County Land Development Code.

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

g. Vegetation and Wildlife

(1) The Applicant/Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan and Rule 9J-2.041, FAC, of all applicable agencies regarding the protection of listed wildlife and plant species found on-site. In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes are discovered on-site during project development, the Applicant/Developer shall immediately notify the Florida Fish and Wildlife Conservation Commission (FFWCC) and implement the recommended measures for species protection in accordance with the requirements of Section 68A-27, FAC.

(2) The Applicant/Developer shall provide mitigation for take of gopher tortoises through donation to an FFWCC mitigation bank.

(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 biennial report submitted following commencement of development.

h. Air Quality

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

i. Land

(1) The BMP to reduce soil erosion and fugitive dust shall be implemented.

(2) Prior to commencing development, the Applicant/Developer shall provide the Pasco County Engineering Services Department, Survey Division, with two (2) pair of Global Positioning Satellite (GPS) control points with twenty-four (24) hour access. The Applicant/Developer and the County Surveyor shall mutually determine the location. The Applicant's/Developer's existing survey shall be valid for permitting purposes until final plat approval is requested. All final plats will be referenced from this point in accordance with Rule 61G17-6, FAC. All the GPS points shall be installed in accordance with standards contained in Rule 61G17-6, FAC.

j. Utilities

(1) Water Supply and Wastewater Treatment

(a) Pasco County has determined that capacity exists, and water and wastewater services will be provided by Pasco County in accordance with Section 110 of the Pasco County Code of Ordinances as amended. The Applicant/Developer shall construct all water and wastewater facilities within the development to Pasco County standards in effect when application is made for connection.

(b) Development of the project shall not result in LOS for water and wastewater services below the acceptable LOS established in the Pasco County Comprehensive Plan.

(c) The Developer shall encourage the use of high-efficiency, low-volume, plumbing fixtures; appliances; and irrigation throughout the project through the establishment of an educational program.

(d) The project shall utilize the lowest quality water reasonably available, suitable, and appropriate.

(e) Dual lines for irrigation shall be installed in the development during construction. Reuse connections shall also be metered when they occur.

(f) The local water resources are very limited and "every tool available to minimize water demand" shall be used. The Applicant/Developer shall use the following at the time of construction:

(i) Low-volume irrigation systems in all nonturf areas and all irrigation (turf and nonturf) in accordance with the irrigation design standards described in Appendix J of the Florida Building Code.

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

(iii) Water meters on all irrigation system clocks.

(g) Florida-friendly landscaping materials and techniques shall be used that, once established, the landscape will be prepared for more extreme weather conditions. The Applicant shall work with Florida Yards and Neighborhoods to implement integrated pest management, landscape design, plant material selection, and irrigation system installation.

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

(i) No septic tanks shall be installed on The Grove at Wesley Chapel DRI site.

(2) Solid/Hazardous/Biohazardous Waste and Recycling

(a) Pasco County has determined that adequate capacity exists to process the solid waste generated by the project. The collection, transportation, and disposal of solid waste are controlled by Section 90 of the Pasco County Code of Ordinances and shall take place in accordance with the terms thereof.

(b) Development of the project shall not result in 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.

(c) As stated in the ADA, it is not anticipated that hazardous or toxic waste will be generated by the project. The Applicant/Developer or his 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.

(d) 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 types of development within The Grove at Wesley Chapel DRI.

(e) 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.

k. Energy

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

(2) All tenants of The Grove at Wesley Chapel DRI, 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.

l. Transportation

Transportation-system improvements required to mitigate the impact of this proposed development have been identified during the development-review process. These transportation system improvements are set forth in Exhibits F and G attached hereto:

(1) The Developer's proportionate-share mitigation dollar amount for the required improvements in Exhibit F is Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) (the "Proportionate Share") as provided in Exhibit F. The Developer shall mitigate for the traffic impacts of the development by providing the combination of mitigative measures set forth herein, which shall be conditions of approval:

(a) The Developer has elected to make a payment of the proportionate share dollar amount of Three Million Three Hundred Two Thousand Nine Hundred Seven and

00/100 Dollars (\$3,302,907.00), (the "Proportionate Share") to Pasco County in order to accelerate the construction of the improvement identified as the widening from four (4) to six (6) lanes of S.R. 54 from I-75 to C.R. 581 as a Pipeline Project which is identified in Exhibit F.

The estimated cost of the Pipeline Project is at least Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) in 2003 dollars. Pursuant to the terms of the Development Agreement, the Applicant/Developer has elected to make a payment to the County in that amount for the design, permitting, and construction of the Pipeline Project, including any necessary right-of-way acquisition. The actual payment amount shall be calculated by applying the then current FDOT Price Trends inflation factor to the remaining proportionate dollar amount at the time of payment, which is expressed above in 2003 dollars. The County will expeditiously design, permit, construct, and acquire right-of-way for the Pipeline Project. (Received \$5,086,477.00 on May 8, 2007)

(b) The obligation set forth in (a) above shall fully and completely satisfy the proportionate-mitigation requirements of this development and shall be creditable against the Pasco County Transportation Impact Fee obligations of the development in accordance with Pasco County Ordinance No. 94-03 as amended and the Development Agreement.

(2) Access Management: The Developer shall be responsible for construction of all access improvements for the project prior to or concurrent with vertical construction of the portions of the project necessitating such improvements as determined by the County at the time of preliminary site plan approval and/or at the time of issuance of access permits for the project except when the Development Agreement provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the DRC or Development Review Division may also require further site access/site-related intersection improvements and site access/site-related roadway improvements. All access improvements, number of access points, spacing, and geometry of access points shown on Map H and Exhibit G attached hereto shall be subject to compliance with the provisions of Pasco County's access-management regulations. The Development Agreement described in Subsection (i) below and Exhibit C to the Development Agreement set forth: (a) the scope and required timing of the required site-related and off-site related improvements for the project. The Developer shall design, permit, construct, and acquire right-of-way for such improvements at its sole expense consistent with Exhibit C to the Development Agreement. These improvements, which are set forth below, are neither creditable against the proportionate-share dollar amount, mitigation obligation of the development nor creditable against the Pasco County Transportation Impact Fee requirements of the development.

(a) Widen Oakley Boulevard between Dayflower Boulevard and the south project driveway from a total of two (2) lanes to a four (4) lane divided roadway within 130 feet of the right-of-way. The intersection of Oakley Boulevard at Dayflower Boulevard shall be improved by adding an

eastbound to northbound, left-turn lane; a combined eastbound to southbound, right-turn lane and through lane; and a southbound to westbound, right-turn lane with a southbound, through lane.

(b) Widen Oakley Boulevard between C.R. 54 and Dayflower Boulevard to a total of a three (3) lane roadway within 100 feet of the right-of-way (two [2] northbound lanes and one [1] southbound lane).

(c) Resurface, in accordance with County standards and within 130 feet of the right-of-way for the north-south portion of the roadway and within 60 feet for the east-west portion of the roadway, all remaining portions of Oakley Boulevard not subject to the widening referenced in this paragraph or the provisions of (d) and (h) below.

(d) Improve the intersection of Old Pasco Road/Oakley Boulevard by adding a westbound to southbound, left-turn lane and a southbound to eastbound, left-turn lane.

(e) Construct the Gateway Boulevard Extension north from C.R. 54 to the proposed Dayflower Boulevard as a four (4) lane divided, urban, cross-section roadway within 120 feet of the right-of-way, including dual southbound to eastbound, left-turn lanes and a shared through/right-turn lane, and signalize the intersection of C.R. 54/Gateway Boulevard when warranted by *Manual on Uniform Traffic Control Devices* (MUTCD) to accommodate the above improvements.

(f) Construct Dayflower Boulevard (a.k.a. the reverse frontage road) from the Gateway Boulevard Extension east to Oakley Boulevard as a three (3) lane, urban, cross-section roadway within 60 feet of the right-of-way. The intersection of Dayflower Boulevard-Gateway Boulevard shall be stop-sign controlled as needed.

(g) Signalize the Oakley Boulevard-Dayflower Boulevard intersection, when warranted by the MUTCD.

(h) Construct the following three (3) project driveways to Oakley Boulevard as depicted on Map H. The Developer shall provide required turn lanes and signalization for each driveway when warranted by the MUTCD. The driveway improvements are as follows: 1) South Driveway shall be constructed with a northbound, right-turn lane; southbound, left lane; two (2) westbound, left lanes; and westbound, right lane; 2) Central Driveway shall be constructed with a northbound, right lane; southbound, left lane; westbound, left lane, and westbound, right lane; 3) North Driveway shall be constructed with a northbound, right lane; southbound, left lane; westbound, left lane; and westbound, right lane.

(i) Development Agreement: The County and Developer have entered into a Development Agreement attached hereto as Exhibit H setting forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the Pipeline Project and site-related improvements. The Development Agreement also contains: 1) a schedule for payment of the proportionate-share amount to ensure that the Pipeline Project is expeditiously constructed; 2) a requirement that if the Developer should fail to adhere to the schedule in the Development Agreement, then no further

Building Permits or development approvals shall be issued until the project obligations have been recommenced to the satisfaction of the County; 3) provisions for assistance from Pasco County in the acquisition of right-of-way, for the site-related improvements as needed; 4) requirements for financial performance guarantees to be provided by the Developer to ensure that the improvements will be completed in accordance with the applicable schedule; 5) provisions addressing the payment of transportation impact fees and transportation impact fee credits; 6) insurance and indemnification requirements; and 7) other provisions as deemed appropriate by the County. Changes to the Development Agreement which materially affect the requirements in Subsection (2) above or which remove any condition required by Rule 9J-2.045, FAC, shall be amended in the DO through the NOPC process pursuant to Chapter 380, F.S. All other amendments to the Development Agreement shall not require an NOPC or DO amendment.

m. Trip Generation Monitoring

(1) Eighteen (18) months following construction plan approval for vertical construction of fifty (50) percent of the DRI entitlements in terms of the p.m. peak-hour project trip generation, or prior to construction plan approval for vertical construction of sixty-five (65) percent of the DRI entitlements in terms of p.m. peak-hour project trip generation, the Developer shall institute a monitoring program to provide external p.m. peak-hour counts and projected counts at the project entrances as set forth below. Monitoring shall continue on a biennial basis until project buildout. Each monitoring event shall be conducted within a six (6) month period from the due date of each biennial report to ensure that the counts are relatively current.

(2) The monitoring program shall consist of weekday p.m. peak-hour directional counts from 4:00 to 6:00 p.m., with subtotals at fifteen (15) minute increments, at all project entrance driveways to Oakley Boulevard. Only turns to and from the project entrance need to be counted (through volumes on Oakley Boulevard will not be required). The sum of the project entrance trips will be totaled in fifteen (15) minute increments and the highest four (4) consecutive fifteen (15) minute totals will be summed to determine the project's total p.m. peak-hour traffic volume. This total will include the net external trips, pass-by trips, and pass-by diverted trips. For the project, the total p.m. peak-hour project traffic at the driveways was estimated to be 2,069 net external and 520 pass-by and pass-by diverted trips, for a total of 2,589 trips (1,274 inbound, 1,315 outbound trips).

(3) If monitoring results demonstrate that the project is generating more than five (5) percent above the number of trips estimated in the original analysis (as stated above) or a biennial report is not submitted within thirty (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 DO to require additional roadway improvements. Any required transportation analysis shall be subject to review by all appropriate review entities.

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

(5) Transportation System Management (TSM) Program

In the first year following the issuance of a Certificate of Occupancy (CO) for the first office development in the project, the Developer or its successor shall initiate a TSM Program to divert vehicle trips from the p.m. peak-hour. The TSM Program shall include an annual assessment of the actual achievement of trips diverted from the p.m. peak-hour as a result of the program. Results of the TSM Program shall be included in each biennial report.

n. Educational Facilities

(1) The Applicant/Developer shall pay school impact fees as full mitigation for the impacts of the residential component of The Grove at Wesley Chapel DRI on the District School Board of Pasco County in accordance with the terms of the School Impact Fee Ordinance, No. 01-06, adopted February 27, 2001, as amended.

o. Recreation and Open Space

The Applicant/Developer shall comply with Section 610.15 of the Pasco County Land Development Code. The Applicant/Developer shall also comply with the Pasco County Park Impact Fee Ordinance No. 02-03 adopted January 29, 2002, as amended.

p. Health Care/Police/Fire

(1) Pasco County shall provide fire and emergency medical services to the project. The Pasco County Sheriff's Office shall provide law enforcement services to the project. The Applicant/Developer shall be required to pay impact fees for all such services.

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

(3) The Applicant/Developer shall review the concepts of "fire safe communities," as provided by the Florida Division of Forestry, and implement all appropriate measures.

q. Hurricane Preparedness

The Applicant/Developer shall coordinate with the Pasco County Office of Emergency Management regarding incorporation of hurricane and wind resistant technology into the design criteria of all development.

r. Housing

(1) The Developer has completed an Affordable Housing Analysis for the nonresidential component of The Grove at Wesley Chapel DRI and determined that the existing housing supply is adequate to meet the anticipated demand for very low-, low-, and moderate-income housing units.

s. Historical and Archaeological

The discovery of any significant historical or archaeological resources 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.

t. General Conditions

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

(2) Should the Applicant/Developer divest himself of all interest in the project prior to the expiration of this Amended and Restated DRI/DO, the Applicant/Developer shall designate the successor entity to be responsible for preparation of the biennial report.

(3) If there is an internal conflict between provision(s) of this Amended and Restated DRI/DO, then the more stringent provision(s) shall prevail.

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

(5) Should development significantly depart from the parameters set forth in the ADA to an extent that such departure or change creates a reasonable likelihood of additional regional impact, or creates any type of regional impact not previously reviewed by the regional planning agency, the project will be subject to substantial deviation review pursuant to Section 380.06, F.S.

(6) Approval of The Grove at Wesley Chapel DRI shall, at minimum, satisfy the provisions of Subsection 380.06(15), F.S., and the following provisions of the FAC, Rule 9J-2.041, Listed Plant and Wildlife Resources Uniform Standard Rule; Rule 9J-2.044, Hazardous Material Usage, Potable Water, Wastewater, and Solid Waste Facilities Uniform Standard Rule; Rule 9J-2.043, Archaeological and Historical Resources Uniform Standard Rule; Rule 9J-2.045, Transportation Uniform Standard Rule; and 9J-2.048, Adequate Housing Uniform Standard Rule.

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

(8) The acreage associated with the multifamily development is 33.64 acres and the number of multifamily units shall not exceed 300 as proposed.

6. Procedures

a. Biennial Reports

(1) Monitoring of The Grove at Wesley Chapel DRI by the County shall be the responsibility of the County Administrator or his designee.

(2) The Applicant/Developer shall provide a biennial report on the required form to the Pasco County Growth Management Department, the TBRPC, and the FDCA on the two (2) year anniversary date of final adoption of this Amended and Restated DRI/DO and every two (2) years during the term of this Amended and Restated DRI/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 Amended and Restated DRI/DO.

(3) If the biennial report is not submitted within sixty (60) days after the due date, Pasco County shall notify the Applicant/Developer and shall declare the project not to be in compliance with this Amended and Restated DRI/DO. Should the report not be submitted within thirty (30) days after such notification, all on-going development activity, the further issuance of Building Permits, and the extension of services to the project shall cease immediately 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 Applicant/Developer shall include:

(a) The cumulative number of units developed through the Land Use Equivalency Matrix.

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

(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 Applicant/Developer has met the conditions.

b. Amendments/Substantial Deviations

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

c. Notice of Adoption

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

(2) The Clerk of the Board of County Commissioners shall return six (6) signed and certified copies of this Amended and Restated DRI/DO; the Notice of Adoption; and an additional original, executed Notice of Adoption to the Pasco County Growth Management Department. The Pasco County Growth Management Department shall then send copies of each document to the FDCA, TBRPC, and to attorneys of record in these proceedings.

(3) The DO shall be deemed rendered upon transmittal of copies to all recipients identified in Chapter 380, F.S.

7. Severability

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

8. This resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 10th day of FEBRUARY, 2009.



PAULA S. O'NEIL, CLERK

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

JACK MARIANO
JACK MARIANO, CHAIRMAN
APPROVED

FEB 10 2009

WITNESSES:

By: _____

Print

Its _____
Title

EXHIBITS

- A. Application (ADA* and Sufficiency Responses*)
- B. TBRPC NOPC Report
- C. Legal Description
- D. Developer's Commitments
- E. Land Use Equivalency Matrix
- F. Proportionate Share Calculations
- G. Site Related Improvements
- H. Map H
- I. Development Agreement
- J. Tampa Bay Water Groundwater Monitoring
- K. Notice of Adoption

*Incorporated by reference only

EXHIBIT A

Application for Development Approval
Sufficiency Responses

ON FILE WITH PASCO COUNTY GROWTH MANAGEMENT DEPARTMENT

EXHIBIT B

Tampa Bay Regional Planning Commission Report



NOPC

Notice of Proposed Change Report

4000 Gateway Centre Boulevard, Suite 100, Pinellas Park, FL 33782
Phone (727) 570-5151 Suncom 513-5066 FAX (727) 570-5118
www.tbrpc.org

DRI #253 - THE GROVE AT WESLEY CHAPEL PASCO COUNTY

On June 19, 2008 (dated June 17, 2008), the Applicant submitted a Notice of Proposed Change application requesting modifications to the Development Order. Supplemental information was received on September 9, 2008 (dated September 8, 2008). The following provides a summary of project entitlements and history, a description of the proposal, and the Council recommendation.

PROJECT DESCRIPTION

On March 22, 2005, Pasco County granted a Development Order (Resolution No. R05-156) to Oakley Groves, Inc. for a 120± acre, mixed-use development located along the western side of I-75, east of Oakley Boulevard and approximately one-third of a mile north of S.R. 54 in southern Pasco County.

The Development Order authorizes specific approval of the project with an established buildout date of May 10, 2010 and a corresponding Development Order expiration date of May 1, 2018.

The Development Order has been amended only a single time (Resolution No. 07-152) on March 13, 2007. The amendment authorized: an increase in the maximum number of theatre seats; approval of a conversion of 98,508 sq. ft. of Commercial for 3,300 Theatre seats; deleted "Auto Mall" as a alternative project use; recognized the new ownership of the project to be "Oakley Grove Development LLC"; and recognized change of project name to "The Grove at Wesley Chapel."

The approved project entitlements are as follows:

PROJECT BUILDOUT	COMMERCIAL (Sq. Ft.)	MOVIE THEATRE (Seats)	RESIDENTIAL (M.F. Units)
May 1, 2010	736,492	3,300	300

PROPOSED CHANGES UNDER THIS NOPC

The applicant has requested the following modifications to the Development Order:

- add four parcels (i.e. Parcel "E"/21.5 acres, Parcel "B"/25.86 acres, Parcel "C"/8.27 acres and Parcel "D"/6.69 acres) totaling 62.32 acres to the project;
- spread existing DRI entitlements across all four parcels;
- add "Hotel" as an approved project use as recognized within the Land Use Equivalency Matrix; and
- reduce the number of approved Theatre seats by 562 (to 2,738) while increasing Commercial space by 52,803 sq. ft. (to 789,295 sq. ft.).

CONSISTENCY WITH SUBSECTION 380.06(19), FLORIDA STATUTES

Subsections 380.06(e)2.f. and 380.06(19)(e)3., F.S. identify the provisions applicable to this proposal. These citations respectively read as follows:

"changes to increase the acreage in the development, provided that no development is proposed on the acreage to be added" is not a Substantial Deviation. However, by contrast, the addition of land and transference of entitlements is presumed to create a Substantial Deviation,

"Except for the change authorized by subsubparagraph 2.f., any addition of land not previously reviewed or any change not specified in paragraph (b) or paragraph © shall be presumed to create a substantial deviation. This presumption may be rebutted by clear and convincing evidence."
[Underlined to express emphasis]

DISCUSSION

The following statements serve as representations made by, or on behalf of, the applicant or are statements or recommendations made by Tampa Bay Regional Planning Council staff. These references/recommendations were relied upon by the Tampa Bay Regional Planning Council to determine that no further information would be required in conjunction with the current proposal:

1. *Parcels B, C, and D are currently zoned Commercial and both the County staff and the applicant agree that there is no reason to amend those designations. Parcel E is currently zoned as Residential, but will be incorporated into the existing MPUD in order to permit multifamily units and to provide adequate flexibility for the design of those units. (September 8, 2008 correspondence/Response to TBRPC #2/Page 1)*
2. *There was existing development on Parcels C and D that has been demolished and is being replaced with uses consistent with the Commercial zoning. These former uses primarily had multiple direct access connections onto CR 54. The approved site plans for Parcels C and D eliminate all direct access connections onto CR 54, except for one remaining right-in only connection onto CR 54 in Parcel C... [Parcel C will have] additional access connections on Oakley Blvd. and Wesley Grove Blvd, which is a private road. The redeveloped Parcel D will have sole direct access from Gateway Blvd., which was constructed by the developer and dedicated to Pasco County. (September 8, 2008 correspondence/Response to TBRPC #3/Page 1)*
3. *The existing home on Parcel E will be demolished. (September 8, 2008 correspondence/Response to TBRPC #4/Page 2)*
4. *The Applicant is not seeking any increase in the overall proposed revised entitlements of 789,295 sq. ft. of Commercial [i.e. 736,492 sq. ft. currently approved plus 52,803 sq. ft. expansion], 2,738 Theatre seats [i.e. 3,300 seats currently approved minus 562 seat reduction], and 300 multifamily units but would retain the right to continue to utilize the Land Use Equivalency Matrix. (September 8, 2008 correspondence/Response to TBRPC #6/Page 2)*
5. *Considering that Parcel D would remain isolated from the remainder of the DRI, the Gateway Boulevard Parcel (Parcel D) will be limited to 30,000 sq. ft. of Specialty Retail and/or a 3,900 sq. ft. Bank or otherwise converted through use of the Land Use Equivalency Matrix... No internal capture or passby capture was assumed for these uses. (September 8, 2008 correspondence/Response to TBRPC #7/Page 3)*

6. *The 52,803 sf of retail being requested at this time was evaluated as Retail in the original DO. This square footage was converted to movie theatre seats in the previous NOPC and is now being converted back to its original retail use. Therefore, even though Exhibit J shows greater water [i.e. 4,689.6 gpd] and sewer [i.e. 3,885.9 gpd] impacts for retail as compared to movie seats, the impacts do not exceed those originally identified for retail and adopted in the original DO. It is noted that Exhibit J projects a reduction of 219.2 pounds of solid waste per day as a result of the proposed conversion of a portion of the Theatre seats back to retail uses. (September 8, 2008 correspondence/Response to TBRPC #8/Page 3)*
7. *... no greater trip generation will occur under the development program, as now proposed, in excess of that previously approved for the DRI and other parcels. (September 8, 2008 correspondence/Response to TBRPC #9.A./Page 3)*
8. *The applicant has assumed some restaurant uses on those Parcels [i.e. Gateway Boulevard and CR 54/I-75 Parcels] and has utilized the ITE fast food and high turnover sit down restaurant rates for those assumed uses. (September 8, 2008 correspondence/Response to TBRPC #9.B./Page 4)*
9. *The only development that has occurred to date on Parcel B is the grading and clearing of the site in order to construct the retention pond that now exists on a portion of that site... The retention pond was constructed to provide storage for the widening of Oakley Boulevard, which is a public road. The widening of Oakley Boulevard was an offsite obligation required by the Developer in the DO. No development, other than the pond, which accommodates a public road, has occurred on or been permitted for the site. (September 8, 2008 correspondence/Response to TBRPC #12/Page 4)*
10. *Surveys of floral and faunal listed species' were conducted and provided as part of the September 2008 submittal of additional information. These surveys are alleged to utilize Florida Fish and Wildlife Conservation Commission protocol. (September 8, 2008 correspondence/Response to TBRPC #14/Page 5)*
11. *The potential hotel location is within the original DRI property (Parcel A) along the eastern (I-75) portion of the site... The hotel will not occur on Parcels B, C, D, or E (September 8, 2008 correspondence/Response to TBRPC #17.B./Page 6).*
12. *The following Table identifies the proposed/revised Land Use Equivalency Matrix, which has been modified to reflect potential conversion(s) to Hotel and/or Office use(s) and shall be included by reference and as a separate Exhibit within the Amendment. The identified "minimums" and "maximums" are consistent with current Development Order language and/or constitute deviations to a maximum of 20 percent.*

	CONVERSION FROM				RANGE OF USES	
	LAND USE	APPROVED AMOUNTS (10/08)	RETAIL (1,000 Sq. Ft.)	THEATRE (1 Seat)	MINIMUM	MAXIMUM
T O →	RETAIL (Sq. Ft.)	789,295		30 Sq. Ft.	631,436	835,000
	THEATRE (Seats)	2,738	33.5 Seats		0	3,285
	MULTI-FAMILY (#)	300			300	300
	OFFICE (Sq. Ft.)	0	1,490 Sq. Ft.	45 Sq. Ft.	0	175,000
	HOTEL (Rooms)	0	3.97 Rooms	0.11 Rooms	0	150

13. *Exhibit 1* (of this Report) constitutes a General Location Map for the site and serves as a graphic representation of the original DRI site and the proposed expansion parcels (i.e. Parcels "B" - "E").
14. The proposed/revised Master Development Plan has been included as *Exhibit 2* to this Report and such revision shall be included by reference and as a separate exhibit to the Development Order. The Map shall include the caveat that the potential Hotel and/or Office uses shall be limited to the original DRI site.

RECOMMENDED ACTION

Indicate to Pasco County and the Florida Department of Community Affairs that the proposal is presumed to create a Substantial Deviation as defined above. However, it is the opinion of this agency that no unmitigated regional impacts would result from the requested modifications if the above-referenced Conditions, as appropriate, are included in the Development Order.

EXHIBIT 1 - GENERAL LOCATION MAP & DEPICTION OF EXPANSION PARCELS

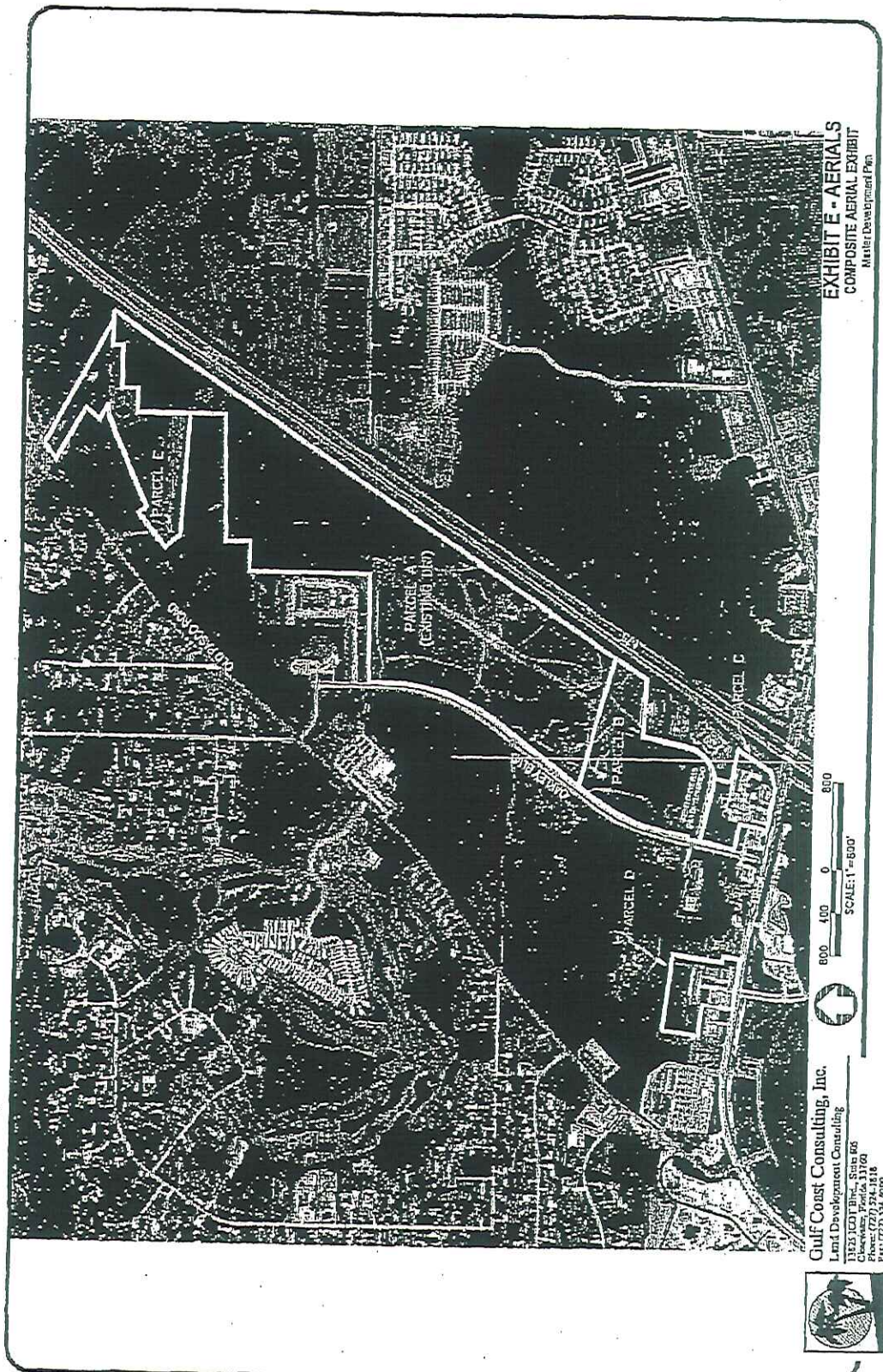


EXHIBIT 2 - PROPOSED MASTER DEVELOPMENT PLAN

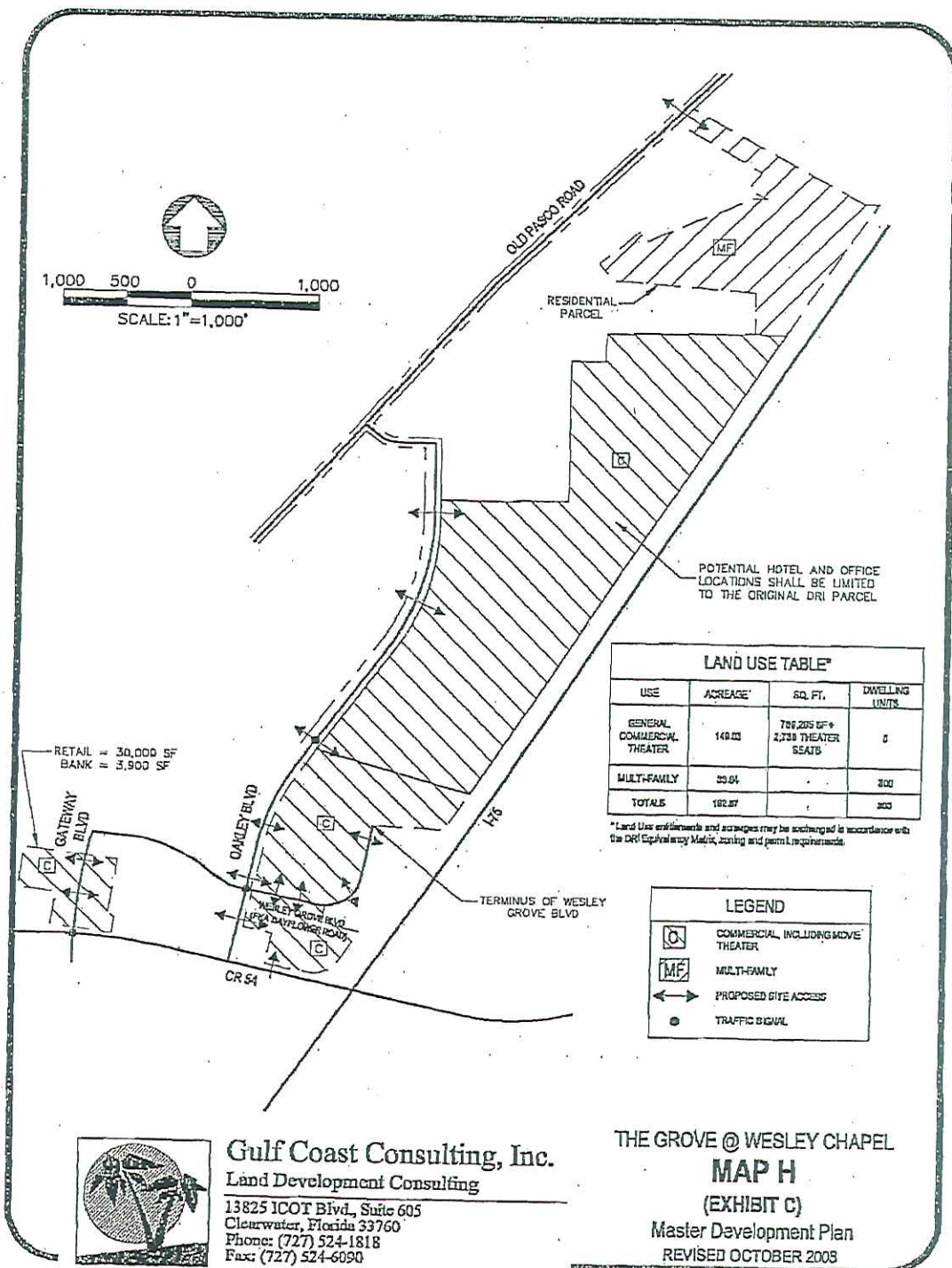


EXHIBIT C

Legal Description

SECTIONS 1 & 12, TOWNSHIP 26 SOUTH, RANGE 19 EAST AND
SECTIONS 6 & 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA

LEGAL DESCRIPTION: (THE GROVES AT WESLEY CHAPEL, PARCELS "A-E")

PARCELS "A, B, C, & E"

A PORTION OF LAND LYING IN SECTIONS 1 & 12, TOWNSHIP 26 SOUTH, RANGE 19 EAST AND SECTIONS 6 & 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE WEST BOUNDARY LINE OF SECTION 6 NORTH 00°10'15" EAST, A DISTANCE OF 1,295.64 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°43'21" EAST, A DISTANCE OF 216.47 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OAKLEY BOULEVARD SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°15'55" EAST, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE NORTH 89°43'21" EAST, A DISTANCE OF 1005.00 FEET; THENCE NORTH 00°15'55" EAST, A DISTANCE OF 1,100.15 FEET; THENCE NORTH 89°39'07" EAST, A DISTANCE OF 278.41 FEET; THENCE NORTH 00°45'45" EAST, A DISTANCE OF 219.17 FEET; THENCE NORTH 89°17'01" EAST, A DISTANCE OF 1,165.57 FEET; THENCE NORTH 00°15'48" EAST, A DISTANCE OF 324.51 FEET; THENCE NORTH 83°29'31" WEST, A DISTANCE OF 1,136.68 FEET; THENCE NORTH 37°01'23" WEST, A DISTANCE OF 174.56 FEET; THENCE NORTH 53°04'58" EAST, A DISTANCE OF 400.06 FEET; THENCE SOUTH 36°59'17" EAST, A DISTANCE OF 89.78 FEET; THENCE NORTH 68°10'00" EAST, A DISTANCE OF 911.58 FEET; THENCE SOUTH 88°06'06" EAST, A DISTANCE OF 99.47 FEET; THENCE NORTH 80°08'56" WEST, A DISTANCE OF 167.33 FEET; THENCE NORTH 39°39'17" EAST, A DISTANCE OF 166.00 FEET; THENCE NORTH 60°00'06" WEST, A DISTANCE OF 515.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD PASCO ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 55°06'21" EAST, A DISTANCE OF 180.91 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 59°58'37" EAST, A DISTANCE OF 1,267.57 FEET; THENCE SOUTH 88°46'48" EAST, A DISTANCE OF 108.42 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE ALONG SAID WESTERLY LINE 453.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 11,609.16 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 35°00'42" WEST, 453.95 FEET; THENCE SOUTH 33°53'29" WEST, A DISTANCE OF 5,185.94 FEET; THENCE SOUTH 33°54'45" WEST, A DISTANCE OF 355.84 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE NORTH 87°28'33" WEST, A DISTANCE OF 547.82 FEET; THENCE SOUTH 12°21'07" WEST, A DISTANCE OF 375.64 FEET; THENCE SOUTH 12°33'52" WEST, A DISTANCE OF 61.00 FEET TO A POINT OF CURVATURE; THENCE 439.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 57°33'52" WEST, 395.98 FEET; THENCE SOUTH 77°26'08" EAST, A DISTANCE OF 48.30 FEET; THENCE SOUTH 12°41'50" WEST, A DISTANCE OF 151.98 FEET; THENCE SOUTH 77°25'59" EAST, A DISTANCE OF 305.09 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 33°55'52" WEST, A DISTANCE OF 363.29 FEET; THENCE SOUTH 74°48'01" WEST, A DISTANCE OF 143.05 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 54; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 77°26'08" WEST, A DISTANCE OF 199.83 FEET; THENCE SOUTH 12°31'20" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 77°26'08" WEST, A DISTANCE OF 200.13 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE NORTH 12°37'12" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 77°34'53" WEST, A DISTANCE OF 229.89 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OAKLEY BOULEVARD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 12°31'43" EAST, A DISTANCE OF 429.56 FEET; THENCE SOUTH 77°28'17" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 12°31'43" EAST, A DISTANCE OF 254.01 FEET TO THE POINT OF CURVATURE; THENCE ALONG THE ARC OF CURVE 671.95 FEET TO THE RIGHT, HAVING A RADIUS OF 1572.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 24°46'27" EAST, 666.85 FEET; THENCE NORTH 37°38'05" EAST, A DISTANCE OF 204.36 FEET; THENCE NORTH 37°01'11" EAST, A DISTANCE OF 986.86 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF CURVE 1091.83 FEET TO THE LEFT, HAVING A RADIUS OF 1702.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 18°38'31" EAST, 1073.21 FEET; THENCE NORTH 00°15'55" EAST, A DISTANCE OF 150.90 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "D" (EAST)

A PORTION OF LAND LYING IN SECTION 12, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA; THENCE NORTH 00°17'43" EAST ALONG THE EAST BOUNDARY OF SAID SECTION 12, A DISTANCE OF 1336.37 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 54; THENCE NORTH 77°28'17" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 54, A DISTANCE OF 1750.17 FEET TO A POINT OF CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,779.58 FEET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 54, 425.35 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH 79°34'47" WEST, 425.25; THENCE NORTH 81°41'17" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 54, A DISTANCE OF 163.53 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N 81°41'17" W, A DISTANCE OF 278.03 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE GATEWAY BOULEVARD EXTENSION; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF S.R. 54 AND ALONG THE SAID EASTERLY RIGHT-OF-WAY NORTH 09°18'18" EAST, A DISTANCE OF 420.06 FEET TO A POINT OF CURVATURE CONCAVE SOUTHEASTERLY, THENCE 180.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2063.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 11°01'13" EAST, 180.21 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY SOUTH 81°41'17" EAST, A DISTANCE OF 207.23 FEET; THENCE SOUTH 08°18'43" WEST, 450.01 FEET; THENCE SOUTH 81°32'40" EAST, A DISTANCE OF 55.02 FEET; THENCE SOUTH 08°19'07" WEST, 149.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL "D" (WEST)

A PORTION OF LAND LYING IN SECTION 12, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 26 SOUTH, RANGE 19 EAST, PASCO COUNTY, FLORIDA; THENCE NORTH 00°17'43" EAST ALONG THE EAST BOUNDARY OF SAID SECTION 12, A DISTANCE OF 1336.37 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 54; THENCE NORTH 77°28'17" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 54, A DISTANCE OF 1750.17 FEET TO A POINT OF CURVATURE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5,779.58 FEET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 54, 425.35 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH 79°34'47" WEST, 425.25; THENCE NORTH 81°41'17" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 54, A DISTANCE OF 561.58 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 81°41'17" WEST, A DISTANCE OF 85.76 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 08°18'50" EAST, A DISTANCE OF 270.06 FEET; THENCE NORTH 81°38'33" WEST, A DISTANCE OF 297.72 FEET; THENCE NORTH 08°22'16" EAST, A DISTANCE OF 305.04 FEET TO A POINT OF CURVATURE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°31'48"; THENCE 39.06 FEET ALONG THE ARC OF SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH 53°08'24" EAST, 35.21 FEET; THENCE SOUTH 81°38'32" EAST, A DISTANCE OF 373.67 FEET TO A POINT ON A CURVE TO THE LEFT CONCAVE EASTERLY ON THE WESTERLY RIGHT-OF-WAY LINE OF THE GATEWAY BOULEVARD EXTENSION; THENCE 180.24 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2183.00 FEET AND A CENTRAL ANGLE OF 04°43'50" WITH A CHORD BEARING AND DISTANCE OF SOUTH 10°52'27" WEST, 180.19 FEET; THENCE SOUTH 09°18'21" WEST, 420.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.51 ACRES, MORE OR LESS.

PAGE 3 OF 3
LEGAL DESCRIPTIONS ONLY
-THIS IS NOT A BOUNDARY SURVEY-

SCALE: NOT TO SCALE
DRAWN BY: SLB
DWG. LS-6-11-08
PROJ. No. 330-008-08

THE GROVES AT WESLEY CHAPEL,
PARCELS "A-E"
PASCO COUNTY, FLORIDA



BSI & ASSOCIATES
LB No. 7078
5830 NEBRASKA AVENUE
NEW PORT RICHEY, FL 34652
PH. (727) 842-7171
PROFESSIONAL LAND SURVEYING SERVICES

Ex A-1

EXHIBIT D

Developer's Commitments

EXHIBIT D

DEVELOPER'S COMMITMENTS DRI #253 - OAKLEY PLAZA 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), the Second Sufficiency Response (SR2), the Third Sufficiency Response (SR3), or the Fourth Sufficiency Response (SR4):

GENERAL

The applicant proposes to supplement the infrastructure available to the site in accordance with the policies of the Comprehensive Plan and the Land Development Code. The project will connect to existing Pasco County public facilities (e.g. potable water, sanitary sewer and roadway systems. (ADA/Page 10.8)

VEGETATION AND WILDLIFE

1. The applicant intends to mitigate for impacts to gopher tortoises through donation to a Florida Fish and Wildlife Conservation Commission mitigation bank... (ADA/Page 12.6)
2. The Applicant will be submitting a [gopher tortoise take] permit request to the FFWCC to take these animals. Mitigation will be provided offsite, most likely a donation to a gopher tortoise mitigation bank approved by the FFWCC. (SR4/Page 12.1)

WETLANDS

1. No wetlands will be disturbed or altered. The ditch will be removed and replaced with a surface water management system appropriate to the land use. (ADA/Page 13.2)
2. The applicant is agreeable to working with Tampa Bay Water [to evaluate the establishment of potential ecological monitoring sites on the property should they be beneficial in the future as part of Tampa Bay Water's ecological monitoring program]. (SR1/Page 13.1)

WATER QUALITY

1. The surface water management system proposed for the site will be designed to protect surface water quality through the use of grass swale systems and surface water retention ponds. The design will incorporate the first one-half inch of runoff or runoff from the first inch of rainfall... To prevent adverse effects to ground water quality during construction, no excavation into the confining layers or underlying limestone is proposed. (ADA/Page 14.4)
2. The [stormwater management] system will be designed to reduce pollutant loads discharged from the site and mitigate development-related effects. (ADA/Page 14.4)
3. Construction Best Management Practices will be used to prevent construction related turbidity and erosion problems. A plan to regularly monitor and maintain, as necessary, erosion and turbidity control measures will be designed and implemented with input from the county and other regulatory agencies, as appropriate. (ADA/Page 14.4)
4. Appropriate conditions for the monitoring and collection of baseline data will be proposed during preparation of the development order. (SR1/Pages 14.1, 14.2 & 20.1)
5. There will be no underground petroleum storage tanks. There will be no auto body shop/paint facility on-site. (SR2/Page 10.1)

SOILS

1. In areas to be developed, unsuitable soils will be removed and replaced with suitable materials. (ADA/Page 15.1)

2. All buildings will be constructed on compacted fill materials with habitable structure finished floor elevations set at or above the determined 100-year flood elevation. (ADA/Page 15.1)
3. Unsuitable soils will be utilized for the creation of landscape berms to the extent possible. Additional unsuitable materials will be disposed of based on plans approved by local government agencies. (ADA/Page 15.2)
4. The Applicant acknowledges that appropriate subsurface investigations may need to be done prior to construction of stormwater/floodplain compensation ponds. These investigations will be those routinely performed to support issuance of required permits. (SR3/Page 15.1)
5. The Applicant has worked with the Department of Environmental Protection (DEP) in response to the above comments. Language proposed as a development order condition has been accepted by DEP [was included as SR4/Exhibit 15-3]. (SR4/Page 15.2)

FLOODPLAINS

1. In general, floodplain impacts will be mitigated at a 1:1 ratio with the proposed mitigation area being located within the same basin as the floodplain impacts. (ADA/Page 16.1)
2. There will be no increase in the potential for off site flooding due to the development of this site. (ADA/Page 16.2)

WATER SUPPLY

1. No on site [water] wells are proposed with this project. (ADA/Page 17.2)
2. Oakley Plaza will encourage the practice of water conservation in both the residential and non-residential components of the project.. Xeriscaped common areas will be encouraged throughout the project to reduce the demand for water supply. (ADA/Page 17.3)
3. When available, water for irrigation and other non-potable purposes will be taken from the stormwater management ponds and any reclaimed water sources adjacent to the site. (SR1/Page 10.1)
4. Water conservation fixtures, appliances and other water conserving devices and implementation of xeriscape principles will be encouraged through the property owner's association and/or recommended building design standards. (SR1/Page 17.1)
5. The Applicant will implement an integrated pest management program to address the responsible use of water, pesticides, herbicides and fertilizers to minimize groundwater contamination. In addition, the Applicant will also agree to incorporate landscaping principles of the Florida Yards and Neighborhoods Program in the multi-family residential areas of the Development. Where available, reclaimed or another non-potable water source will be utilized for irrigation. (SR1/Page 17.2)

WASTEWATER MANAGEMENT

1. All portions of the development will be served by the proposed sanitary sewer system. Consequently, no permanent septic tanks will be installed. (ADA/Page 18.2)
2. All wastewater flows from the project will be collected and directed to the public wastewater treatment plant. (SR1/Page 10.1)

STORMWATER MANAGEMENT

1. The stormwater management areas will be designed with 4:1 side slopes and stabilized with sod. This will minimize erosion and allow for easy maintenance of the slopes. (ADA/Page 15.2)
2. All development runoff will receive a minimum of one inch of treatment prior to discharge from the site. (ADA/Page 19.2)
3. The proposed ponds will contain a littoral shelf that comprises approximately 35% of the pond area at the normal water level (NWL). The littoral shelf vegetation provides biological treatment to the stormwater passing through and over the shelf through nutrient uptake. The first one-inch of runoff from each basin will be treated in the lakes between normal water level (NWL) and the design low water (DLW). These types of

ponds provide for a minimum of 36 hours and a maximum of 60 hours to discharge half of the treatment volume. The remaining volume will be drawn down in 120 hours. (ADA/Page 19.4)

4. Stormwater runoff from the site will be routed to the on-site stormwater ponds. (SR1/Page 10.2)
5. Maintenance of all stormwater facilities will be the responsibility of the developer or its assignee... (SR1/Page 10.2)
6. The Applicant will commit to not breaching the confining clay layers or contacting the limestone aquifer during the construction of any needed storm/surface water retention or treatment systems. (SR1/Page 19.3 & SR2/Page 19.1)

SOLID WASTE/HAZARDOUS WASTE/MEDICAL WASTE

There will be no underground petroleum storage tanks. There will be no auto body shop/paint facility on site. (SR2/Page 10.1)

TRANSPORTATION

The applicant will provide sidewalks and bike lanes consistent with requirements of the Pasco County Land Development Regulations. (SR1/Page 21.3)

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 include sodding, seeding, mulching, or planting of landscaped material in cleared and disturbed areas. Watering procedures will be employed as necessary to minimize fugitive dust. (ADA/Page 22.1)

HURRICANE PREPAREDNESS

The developer will coordinate plans prepared for permitting and construction of the proposed multi-family residential buildings with Pasco County's Emergency Management Department. (SR1/Page 23.1)

AFFORDABLE HOUSING

1. The development will increase the supply of safe, affordable, and sanitary housing in the region by providing multi-family housing types. (ADA/Page 10.6)
2. The entire residential development component of this project will be renter-occupied. (ADA/Page 24.1)

RECREATION AND OPEN SPACE

1. Recreation uses typically associated with multi-family development are also anticipated on site and will meet the Recreation Facilities Performance Standards listed in the Comprehensive Plan. (ADA/Page 10.5)
2. Oakley Plaza will meet the recreation and open space goals and objectives of the Pasco County Comprehensive Plan by providing recreational facilities for residents of multifamily development and through the County's adopted parks and recreation impact fees. (ADA/Page 26.1)

EDUCATION

The proposed development will be required to pay school impact fees at the time residential building permits are issued. (SR1/Page 27.1)

EXHIBIT E

Land Use Equivalency Matrix

EXHIBIT E: TABLE 1

LAND USE EQUIVILENCY MATRIX

TO	FROM		
	PROPOSED	RETAIL	THEATER
	AMOUNTS	(SQ. FT.)	(SEATS)
	RETAIL	789,295 SF	X
	THEATER	2738 SEATS	33.5 SEATS
OFFICE	0 SF	1,490 SF	45 SF
HOTEL	0 ROOMS	3.97 ROOMS	0.11 ROOMS

APPROVED TRIP RATES

RETAIL	2.345/KSF
OFFICE	1.571/KSF
THEATER	0.07/SEAT
HOTEL	0.59/ROOM

NOTES:

ADDITIONALLY THE PROJECT IS APPROVED FOR 300 MULTI-FAMILY UNITS THAT CANNOT BE INCREASED OR DECREASED THROUGH THE USE OF THE LAND USE EQUIVILENCY MATRIX.

MINIMUM AND MAXIMUM LAND USE ENTITLEMENTS

	MINIMUM	MAXIMUM
RETAIL	631,436 SF	835,000 SF
THEATER	0 SEATS	3,285 SEATS
OFFICE	0 SF	175,000 SF
HOTEL	0 ROOMS	150 ROOMS
MULTI-FAMILY	300 UNITS	300 UNITS

**EXHIBIT E: TABLE 2
TRIP GENERATION COMPARISON AND
LAND USE TRADE-OFF MECHANISM**

APPROVED DEVELOPMENT	PM PEAK HOUR EXTERNAL TRIP RATE
736,492 s.f. retail	2.345 / 1,000 s.f.
3,300 seat theater	0.070 / seat
300 apartments	0.37 / unit

2,589 approved PM Peak hour external trips (driveway)

2,069 approved NET PM peak hour external trips (less pass-by of 520)

PROPOSED DEVELOPMENT		EXTERNAL PM TRIP RATE			PM EXTERNAL TRIPS
CURRENT DRI SITE					
Retail	555,185 s.f.	x	2.345 trips / 1,000 s.f.	=	1,302
Theater	2,738 seats	x	0.070 / seat	=	192
Apartments	300 units	x	0.37 / unit	=	111
Hotel	110 rooms	x	0.59 trips / room	=	65
Sub-Total DRI Site					1,670
KAZWELL PROPERTY					
Lowe's	154,992 s.f.	x	2.345 trips / 1,000 s.f.	=	364
Sub-Total					2,034
CR 54 / I-75					
Specialty Retail	23,400 s.f.	x	2.71 trips / 1,000 s.f.	=	64
Perkins	5,500 s.f.	x	10.92 trips / 1,000 s.f.	=	60
Fast-Food	3,318 s.f.	x	34.64 trips / 1,000 s.f.	=	115
Sub-Total					239
GATEWAY SITE					
Bank	3,900 s.f.	x	45.74 / 1,000 s.f.	=	178
Specialty Retail	30,000 s.f.	x	2.71 trips / 1,000 s.f.	=	82
Sub-Total					260
GRAND TOTAL					2,533
Credit for Demo. of Citgo, Denny's & Hotel					- (224)
Credit for Demo. of Specialty Retail, KFC Restaurant, & BBQ Restaurant					- (276)
NET TOTAL					2,033

**EXHIBIT E: TABLE 2
TRIP GENERATION COMPARISON AND
LAND USE TRADE-OFF MECHANISM**

APPROVED DEVELOPMENT	PM PEAK HOUR EXTERNAL TRIP RATE
736,492 s.f. retail	2.345 / 1,000 s.f.
3,300 seat theater	0.070 / seat
300 apartments	0.37 / unit

2,589 approved PM Peak hour external trips (driveway)

2,069 approved NET PM peak hour external trips (less pass-by of 520)

PROPOSED DEVELOPMENT	EXTERNAL PM TRIP RATE	PM EXTERNAL TRIPS
CURRENT DRI SITE		
Retail 568,185 s.f. x	2.345 trips / 1,000 s.f.	= 1,332
Theater 2,738 seats x	0.070 / seat	= 192
Apartments 300 units x	0.37 / unit	= 111
<i>Sub-Total DRI Site</i>		<i>1,635</i>
KAZWELL PROPERTY		
Lowe's 154,992 s.f. x	2.345 trips / 1,000 s.f.	= 364
<i>Sub-Total</i>		<i>1,999</i>
CR 54 / I-75		
Specialty Retail 23,400 s.f. x	2.71 trips / 1,000 s.f.	= 64
Perkins 5,500 s.f. x	10.92 trips / 1,000 s.f.	= 60
Fast-Food 3,318 s.f. x	34.64 trips / 1,000 s.f.	= 115
<i>Sub-Total</i>		<i>239</i>
GATEWAY SITE		
Bank 3,900 s.f. x	45.74 / 1,000 s.f.	= 178
Specialty Retail 30,000 s.f. x	2.71 trips / 1,000 s.f.	= 82
<i>Sub-Total</i>		<i>260</i>
GRAND TOTAL		2,498
Credit for Demo. of Citgo, Denny's & Hotel		- (224)
Credit for Demo. of Specialty Retail, KFC Restaurant, & BBQ Restaurant		- (276)
NET TOTAL		1,998

EXHIBIT F

Proportionate Share Calculations

(Page 1 of 2)

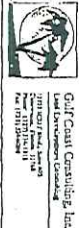
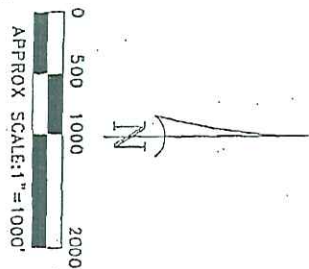
31

EXHIBIT F
Proportionate Share Calculations (Tables 21-10 and 21-11)
(Page 2 of 2)

TABLE 21-11 (revised December 2004)					
INTERSECTION IMPROVEMENT PROPORTIONATE SHARE					
Oakley Plaza DRI					
Project Buildout With Reverse Frontage Rd.					
Intersection	Required Improvement ³	Cost ¹	% Project Traffic ²	Proportionate Share	
S.R. 54/Bruce B. Downs Bl.	WB left & EB drop thru lane	\$ 679,037	69.1	\$ 469,215	
I-75/S.R. 54	WB right turn lane	\$ 176,414	44.1	\$ 77,799	
TOTAL		\$ 855,451		\$ 547,014	
¹ Thru lane costs see Table 21-10. Turn lane costs see Pasco County MPO letter of April 14, 2004.					
² Project Traffic as a percentage of Increased Service Volume.					
³ Includes Right-of-Way cost of \$20.00 per square foot for SR 54 and \$10.00 per square foot for Old Pasco Rd.					

EXHIBIT G

Site-Related Improvement Graphics

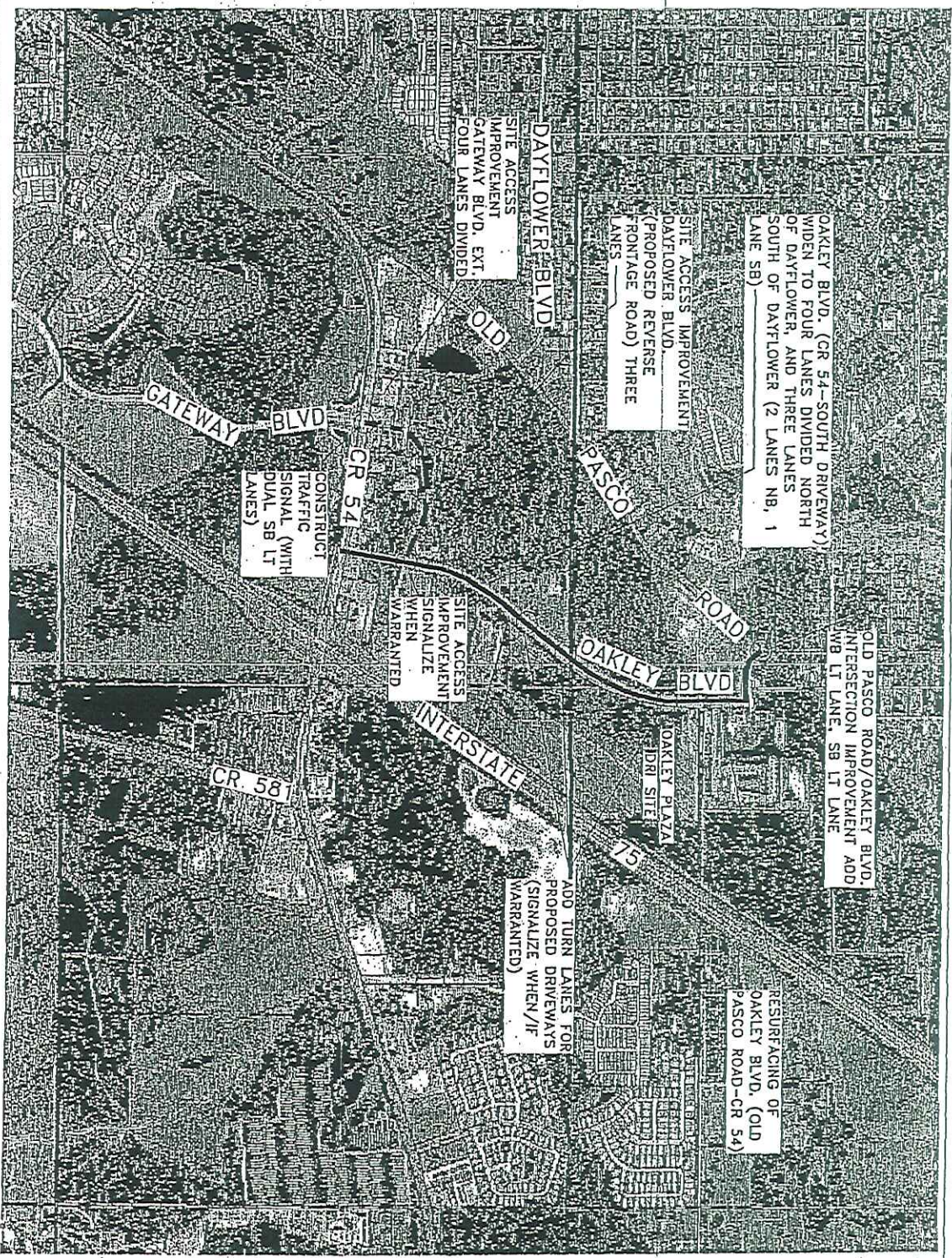


7/24/2009

SHEET 1 OF 1

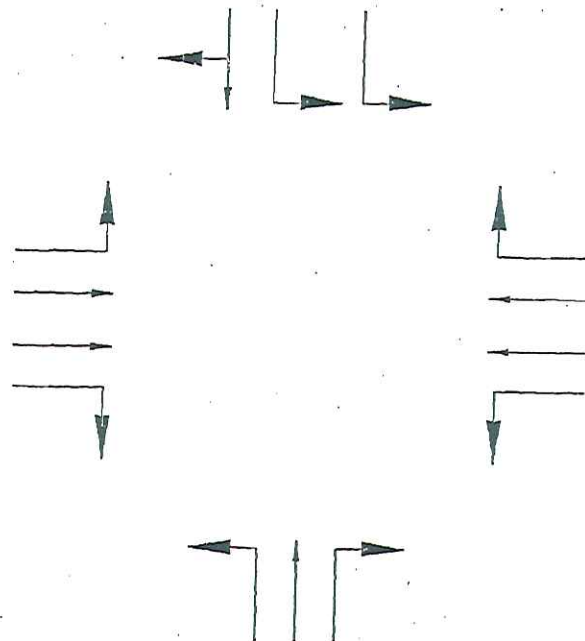
OAKLEY PLAZA DRI
SITE SPECIFIC IMPROVEMENTS
WITH NO IMPACT FEE CREDITS

NO.	DESCRIPTION	DATE	BY	CHECKED
1	1			



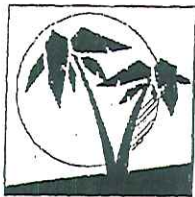
269

Y:\PASCO\OAKLEY DRI (04-015)\DRAWINGS\INTERSECTION IMPROVEMENTS.DWG, I, 1/2/2005 10:12:29 AM



CR 54/GATEWAY BLVD EXT
CONSTRUCT SB APPROACH (SB
DUAL LT AND SHARED
THROUGH/RT TURN LANE) AND
SIGNALIZE BY DEVELOPER EB LT
LANE AND WB RT LANE IS PART OF
PASCO COUNTY CR 54 WIDENING

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS



Gulf Coast Consulting, Inc.
Land Development Consulting

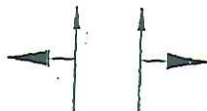
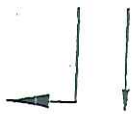
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DRAWN BY:

PROJECT NO:
04-015

FIGURE:

1



OAKLEY BLVD/DAYFLOWER BLVD
CONSTRUCT EB APPROACH
ADD NB LANE ADD SB RT LANE,
SIGNALIZE IF WARRANTED ALL
BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



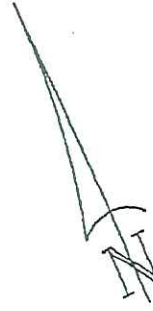
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

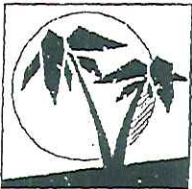
2



OLD PASCO ROAD/OAKLEY BLVD
ADD WB LT LANE, ADD SB
LT LANE BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:
3



OAKLEY BLVD/SOUTH DRIVEWAY

ADD NB RT LANE ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE IF
WARRANTED ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



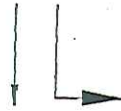
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

4



OAKLEY BLVD/CENTER DRIVEWAY

ADD NB RT LANE, ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE
IF WARRANTED, ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

5



OAKLEY BLVD/NORTH DRIVEWAY
ADD NB RT LANE, ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE
IF WARRANTED, ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

6

EXHIBIT H

Map H

Y:\PASCO\Oakley Dwg (04-015)2008 NOPC to Add Kazwell & Outparcels\Drawings\04-015 NOPC.dwg, MPUD, 8/21/2008 4:16:58 PM

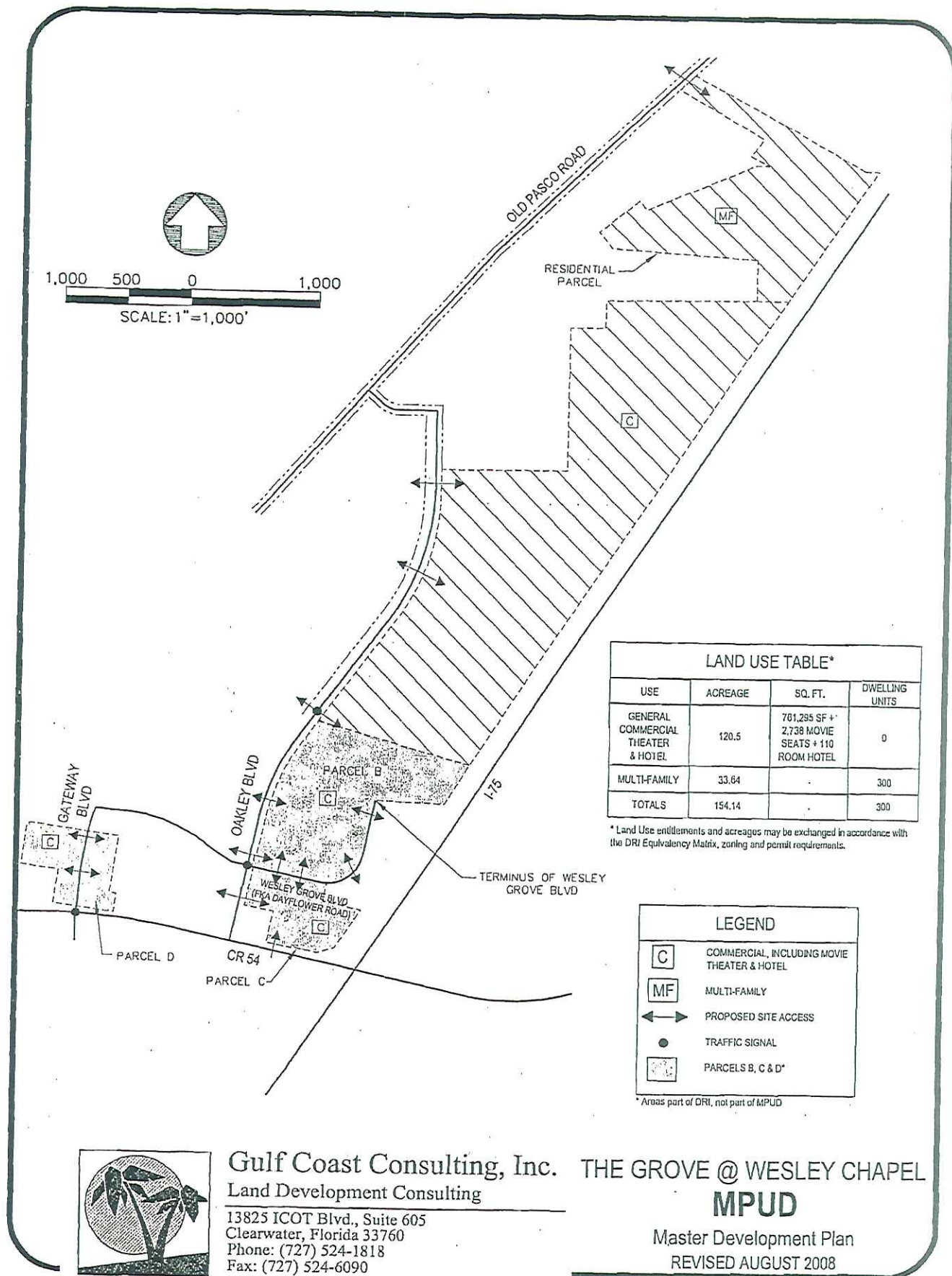


EXHIBIT I

Development Agreement

**ROADWAY DEVELOPMENT AGREEMENT BETWEEN
PASCO COUNTY AND OAKLEY GROVES, INC., FOR
OAKLEY PLAZA DEVELOPMENT OF REGIONAL IMPACT NO. 253**

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called the "COUNTY," and OAKLEY GROVES, INC., a Florida corporation, owner of Oakley Plaza, hereinafter called the "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 development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and,

WHEREAS, on March 22, 2005, the COUNTY approved a development order with conditions for Development of Regional Impact (DRI) No. 253 (hereinafter "DO") in response to an Application for Development Approval ("ADA") for DRI No. 253 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Project"); and,

WHEREAS, Exhibit F to the DO described those roadways and intersections significantly impacted by the Project and the required improvements that are necessary to mitigate the impact based on the results of the transportation analysis conducted in conjunction with the ADA; and,

WHEREAS, Rule 9J-2.0245, Florida Administrative Code (FAC), allows the DEVELOPER and the COUNTY to mutually elect one of several transportation mitigation alternatives in order for the DEVELOPER to mitigate the transportation impacts of the Project, including the payment by the DEVELOPER of its proportionate-share contribution for roadway and intersection improvements; and,

WHEREAS, Rule 9J-2.0245, FAC, allows the DEVELOPER'S proportionate-share contribution to be applied to expeditiously construct one or more of the roadway improvements identified in the DO; and,

WHEREAS, the DO establishes the amount of Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) in 2003 dollars as the DEVELOPER'S proportionate-share contribution for the transportation impacts of the build out of the Project and requires the DEVELOPER to provide a cash contribution for the County's use in constructing the improvements to S.R. 54 as described in this agreement (the "Pipeline Project"); and,

WHEREAS, the DEVELOPER has committed to construct certain roadway improvements as site related and off-site access-related work within Pasco County rights-of-way and easements; and,

WHEREAS, the DEVELOPER and the COUNTY desire to enter into this written Development Agreement to provide further details concerning the obligations of the parties with respect to the Pipeline Project, site-related improvements, and off-site access-related improvements within COUNTY rights-of-way and easements and to ensure consistency between the DO and this Development Agreement.

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

1. WHEREAS CLAUSES

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

2. PURPOSE

It is the purpose and intent of this agreement to further set forth terms and conditions of the development approval of the Project, as defined pursuant to the DO, as the same relates to the design, right-of-way acquisition, permitting, and construction of the Pipeline Project and certain site-related improvements and off-site access-related improvements. This agreement is intended to define the terms and conditions of the COUNTY'S and the DEVELOPER'S participation in the Pipeline Project, as further defined herein, and the DEVELOPER'S obligations for certain site-related improvements and off-site access-related improvements as defined herein. All terms and conditions of this agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

- a. Legal Description: The land subject to this agreement is identified in Exhibit A. The holder of the legal title is Oakley Groves, Inc., a Florida corporation.
- b. Duration and Effective Date: This agreement shall be for duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this Development Agreement. The effective date of this Development Agreement shall be the same as the effective date of the DO.
- c. Development Uses of Land: On March 22, 2005, the COUNTY will consider adoption of Petition No. 6342 to rezone the Project from A-C Agricultural, A-R Agricultural-Residential, R-1 Rural Density Residential, and C-2 General Commercial Districts to an MPUD Master Planned Unit Development District. Rezoning Petition No. 6342 and the DO will set forth the permitted uses for the Project.
- d. Public Facilities: Adequate transportation facilities for the Project will be provided through the roadway improvements described herein, including the Pipeline Project. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water lines along Old Pasco Road and Ryerson Road and sewer lines along Oakley Boulevard, subject to a Utilities Service Agreement with the COUNTY. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY'S Solid Waste Disposal and Resource Recovery System. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the DO; the COUNTY'S approved construction plans; and satisfaction of all COUNTY, State, and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations ("Reservations") and dedications for public purposes ("Right[s]-of-Way") shall be provided in accordance with the MPUD Master Planned Unit Development Conditions of Approval dated March 22, 2005, and this Development Agreement.

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

g. Findings: The COUNTY has found that the Project, as conditioned, permitted, and proposed, is consistent with the Pasco County Comprehensive Plan and to the extent not vested will be subject to the Pasco County Land Development Code.

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 are identified and included within the MPUD Master Planned Unit Development zoning conditions, DO conditions, and this Development Agreement.

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

j. Zoning and Comprehensive Plan Issues: The Pasco County Comprehensive Plan Future Land Use Map classification for the Project is MU (Mixed Use). Zoning for the Project is A-C Agricultural, A-R Agricultural-Residential, R-1 Rural Density Residential, and C-2 General Commercial. On March 22, 2005, the COUNTY will consider adoption of Petition No. 6342 to rezone the Project from A-C Agricultural, A-R Agricultural-Residential, R-1 Rural Density Residential, and C-2 General Commercial Districts to an MPUD Master Planned Unit Development District. The MPUD Master Planned Unit Development zoning of the Project is consistent with the land use classification for the Project established in the Future Land Use Element of the Pasco County Comprehensive Plan.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS—PIPELINE PROJECT

a. Proportionate-Share Amount: Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the DEVELOPER agrees to make a payment of the proportionate-share dollar amount of Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) (the "Proportionate-Share Payment") to the COUNTY for the construction of a pipeline project. Payment of this Proportionate Share shall be provided within twenty-four (24) months of the effective date of the DO. The actual Proportionate-Share Payment shall be calculated by applying, at the time of payment, the then current

Florida Department of Transportation Price Trends inflation factor to the Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) proportionate-share amount, which is expressed above in 2003 dollars. The DEVELOPER shall provide a Letter of Credit to guarantee the Proportionate-Share Payment in accordance with Section 8 of this agreement.

b. Identification of the Pipeline Project: The Pipeline Project to which the Proportionate-Share Payment will be applied is the widening of S.R. 54 from four (4) lanes to six (6) lanes from I-75 to County Road (C.R.) 581, which is one of the projects identified in Exhibit F to the DO (the "Pipeline Project"). The COUNTY will utilize the Proportionate-Share Payment to expeditiously design, permit, construct, and acquire right-of-way for the Pipeline Project.

c. Satisfaction of Developer's Proportionate Share: The Payment referenced in Paragraph 4.b above shall fully and completely satisfy the DRI transportation proportionate mitigation requirements of this development.

5. OTHER SITE-RELATED IMPROVEMENTS AND OFF-SITE ACCESS-RELATED IMPROVEMENTS

a. The DEVELOPER shall also design, permit, construct, and acquire all necessary right-of-way for the following improvements at its sole expense. These improvements, set forth in Paragraph 5.b-h shall hereafter be referred to collectively as the "Site-Related Improvements and Off-Site Access-Related Improvements." These improvements are not creditable against the proportionate-share dollar amount, mitigation obligation of the development nor creditable against the Pasco County Transportation Impact Fee requirements of the development in accordance with Pasco County Ordinance No. 94-03 as amended.

b. Widen Oakley Boulevard between Dayflower Boulevard and the south project drive-way from a total of two (2) lanes to a four (4) lane divided roadway within 130 feet of right-of-way.

(1) Widen Oakley Boulevard between C.R. 54 and Dayflower Boulevard to a three (3) lane (two [2] northbound lanes and one [1] southbound lane) roadway within 100 feet of right-of-way.

(2) Resurface in accordance with COUNTY standards and within 130 feet of right-of-way for the north-south portion of the roadway and within 60 feet for the east-west portion of the roadway; all remaining portions of Oakley Boulevard not subject to the widening referenced in this paragraph or the provisions of Paragraphs 5.c and 5.g below.

c. Improve the intersection of Old Pasco Road/Oakley Boulevard by adding a westbound to southbound, left-turn lane and southbound to eastbound, left-turn lane.

d. Construct the Gateway Boulevard Extension from C.R. 54 to the proposed Dayflower Boulevard as a four (4) lane divided, urban, cross-section roadway within 120 feet of right-of-way, including dual, southbound to eastbound, left-turn lanes and a shared through/right-turn lane, and signalize the intersection of C.R. 54/Gateway Boulevard to accommodate the above improvements.

- e. Construct Dayflower Boulevard (a.k.a. the reverse frontage road) from Gateway Boulevard Extension to Oakley Boulevard as a three (3) lane urban, cross-section roadway within sixty (60) feet of the right of way. The intersection of Dayflower Boulevard/Gateway Boulevard shall be stop-sign controlled as needed.
- f. Signalize the Oakley Boulevard/Dayflower Boulevard intersection when warranted.
- g. Construct up to three (3) project driveways to Oakley Boulevard as needed with required turn lanes and signalize each driveway when and if warranted.
- h. Convey all existing Oakley Boulevard stormwater facilities owned or controlled by the DEVELOPER, including all property related thereto, to the COUNTY within 120 days of the effective date of the DO.
- i. Vertical Building Permits within the Project shall not be issued until the latter of:
 - (1) One (1) year after the effective date of the DO.
 - (2) Ninety (90) days after commencement of construction and the posting of Letters of Credit for all of the construction of the Site-Related Improvements and Off-Site Access-Related Improvements with the exception of any traffic signals referenced in Paragraphs 5.f and 5.g above that have not yet been determined to be warranted.
- j. No Certificates of Occupancy (CO) shall be issued until all of the Site-Related Improvements and Off-Site Access-Related Improvements are completed and accepted by the COUNTY with the exception of any traffic signals referenced in Paragraphs 5.f and 5.g above that have not yet been determined to be warranted.
- k. The DEVELOPER shall record a disclosure statement and provide a copy of such statement to each lessee and purchaser of the property indicating that building permits for vertical construction cannot be obtained until the requirements of Paragraph 5.i above have been complied with and that COs cannot be obtained until the requirements set forth in Paragraph 5.j above have been complied with. The requirements referenced within those subsections shall be specifically described in the disclosure statement. The DEVELOPER shall provide a copy of the recorded disclosure statement to the COUNTY prior to the first construction plan approval for the Project.
- l. The installation of signals referenced in Paragraphs 5.f and 5.g above shall be required when warranted.
- m. The foregoing improvements shall be in accordance with the graphics attached hereto as Exhibit C entitled "Oakley Plaza DRI Site-Related Improvements and Oakley Plaza DRI Intersection Improvements," and shall include, at the DEVELOPER'S sole expense, all shoulders, striping, signage, medians, stormwater drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails,

sidewalks, and other roadway appurtenances, all as determined by the County and permitting agencies to be necessary during the design and permitting of the improvements.

6. OTHER REQUIREMENTS RELATED TO THE IMPROVEMENTS

- a. Design, Permitting, and Right-of-Way Acquisition: The DEVELOPER shall design, permit, and acquire necessary right-of-way for the Site-Related Improvements and Off-Site Access-Related Improvements in accordance with the terms of this agreement. The Site-Related Improvements and Off-Site Access-Related Improvements shall be designed consistent with the design criteria of the COUNTY. The construction contractors to be used by the DEVELOPER to complete the Site-Related Improvements and Off-Site Access-Related Improvements shall be satisfactory to the COUNTY.
- b. Design and Construction Requirements: All design, permitting, and construction for the Site-Related Improvements and Off-Site Access-Related Improvements shall be in accordance with the standards of the COUNTY, and construction plans shall comply with the COUNTY standards and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross-section drawings shall indicate location(s) of drainage inlets and roadway facilities. All wetland and flood-plain impacts and compensation shall be included in the design and indicated on the plans.
- 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 routes of the Site-Related Improvements and Off-Site Access-Related Improvements, shall be owned, operated, and maintained by the COUNTY, subsequent to the expiration of the one (1) year maintenance guarantee period as set forth herein. If the drainage facilities for the Site-Related Improvements and Off-Site Access-Related Improvements are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Site-Related Improvements and Off-Site Access-Related 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. The underlying land owner or DEVELOPER 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 COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying land owners of land containing drainage facilities serving the Site-Related Improvements and Off-Site Access-Related Improvements, including those facilities that are commingled or combined, so that the COUNTY has the ability to maintain the facilities associated with the Site-Related Improvements and Off-Site Access-Related Improvements in the event the DEVELOPER or other respective underlying land owners default on its (or their) obligation to maintain the facilities.
- d. Wetland and Flood Plain Mitigation: In the event that the permitted wetland and/or flood-plain, mitigation area(s) for the impacts associated strictly with the Site-Related Improvements and

Off-Site Access-Related Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the COUNTY will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and flood-plain, mitigation areas related to the Site-Related Improvements and Off-Site Access-Related Improvements are commingled/combined with wetland and flood-plain, mitigation areas of the Project or any other facilities or developments, all the wetland and flood-plain, mitigation areas shall be permitted, owned, operated, and maintained by the underlying land owner, including the DEVELOPER, where applicable. Appropriate easements shall be provided to the COUNTY for the wetland and flood-plain, mitigation areas associated with the Site-Related Improvements and Off-Site Access-Related Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying land owners of land containing such mitigation areas serving the Site-Related Improvements and Off-Site Access-Related Improvements, including those areas that are commingled or combined, the COUNTY has the ability to maintain the facilities in the event the DEVELOPER or other underlying land owners defaults on its (or their) obligations to maintain the facilities.

e. County Review and Approval of Design: The DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans, or as otherwise may be approved in writing by the COUNTY, for Site-Related Improvements and Off-Site Access-Related Improvements to the COUNTY for review and approval. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Site-Related Improvements and Off-Site Access-Related Improvements from the COUNTY prior to commencement of any bidding of the Site-Related Improvements and Off-Site Access-Related 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 if not complete and correct within five (5) business days of receipt of the submission by the DEVELOPER. The DEVELOPER shall provide at the time of 100 percent design and right-of-way plan submission for each of the Site-Related Improvements and Off-Site Access-Related Improvements (or sooner if required by other paragraphs of this agreement) an estimate of the cost of constructing the Site-Related Improvements and Off-Site Access-Related Improvements, including inspection costs, which shall be certified by an engineer duly registered in the State of Florida, and approved by the COUNTY (hereinafter the "Cost Estimate"). All plans, once accepted and approved for construction by the COUNTY, shall become the property of the COUNTY.

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

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 Site-Related Improvements and Off-Site Access-Related Improvements.

h. County Review: The DEVELOPER agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER, engineers, or contractors selected by DEVELOPER, in which the COUNTY participated, either through review or concurrence of the DEVELOPER'S actions. In reviewing, approving, or rejecting any submissions or acts of the DEVELOPER, the COUNTY in no way assumes or shares any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this agreement. All work covered under this agreement shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY will review the DEVELOPER'S submittals, although detailed checking will not necessarily be done. The DEVELOPER remains solely responsible for the work and is not relieved of that responsibility by review comments.

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

j. Right-of-Way Acquisition: The DEVELOPER shall be responsible within the time frames set forth in this agreement for right-of-way acquisitions or donations necessary for the construction of Site-Related Improvements and Off-Site Access-Related Improvements which may include, but not be limited to, lanes of travel; shoulders; striping; signalization; signage; medians; on-site, stormwater-drainage facilities; off-site, stormwater-drainage facilities; flood-plain mitigation; wetland mitigation; guardrails; handrails; sidewalks; and any other necessary appurtenances. The DEVELOPER shall be responsible for retaining all consultants for acquisition of right-of-way for the off-site project-access 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. If necessary and to the extent the COUNTY has condemning authority, the COUNTY shall assist the DEVELOPER in the acqui-

tion of right-of-way. To the extent the COUNTY has condemning authority, COUNTY staff involvement shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by 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 Site-Related Improvements and Off-Site Access-Related 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 and the State of Florida Minimum Technical Standards. Upon the COUNTY'S 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 Engineering Services Department or its designee.

k. Tender of Project Area: Upon commencement of construction, project areas for the Site-Related Improvements and Off-Site Access-Related Improvements shall be deemed to be tendered to the DEVELOPER, and the DEVELOPER shall be in custody and control of the project areas. The DEVELOPER or its contractor shall be responsible for providing a safe work zone for the public.

l. County Observation: The COUNTY'S personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Site-Related Improvements and Off-Site Access-Related Improvements and shall at all times have access to the work being performed pursuant to this agreement for the COUNTY'S observation. However, should the COUNTY observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY shall notify the DEVELOPER, in writing, and the DEVELOPER shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the COUNTY to observe or inspect the work on the Site-Related Improvements and Off-Site Access-Related Improvements. The DEVELOPER shall be solely responsible for ensuring that the Site-Related Improvements and Off-Site Access-Related Improvements are constructed in accordance with the plans and specifications and required standards. Observations by the

COUNTY or its 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 COUNTY'S acceptance of the applicable phase or segment of the Site-Related Improvements and Off-Site Access-Related Improvements, as applicable, the DEVELOPER shall meet the applicable requirements of the COUNTY and cause all right-of-way, including right-of-way for drainage facilities and wetland and flood-plain mitigation, as appropriate, to be conveyed to the 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 applicable segment of the Site-Related Improvements and Off-Site Access-Related Improvements, the DEVELOPER shall:

(1) Provide its own on-site inspection and observation by a professional engineer registered in the State of Florida for the purpose of observing and inspecting all construction to make sure it is built according to the plans and specifications.

(2) Obtain all necessary Right-of-Way Use Permits. The DEVELOPER and/or its construction contractor(s) shall be responsible for supervising and inspecting the construction of the Site-Related Improvements and Off-Site Access-Related 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.

(3) Be responsible for full and complete performance of all construction activities required pursuant to this agreement. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the Site-Related Improvements and Off-Site Access-Related Improvements until the Project is completed and accepted by the COUNTY, which acceptance shall not be unreasonably withheld.

(4) Require testing by an independent lab acceptable to the COUNTY in accordance with Pasco County Engineering Services Department testing specifications for construction of roads, storm drainage, and utilities. Any failed tests shall be reported to the COUNTY Engineering Services Department immediately, and all test reports shall be provided on a quarterly basis to the COUNTY'S Engineering Services Department.

(5) Provide to the COUNTY copies of all design drawings, as-built drawings, and permits received for the Site-Related Improvements and Off-Site Access-Related Improvements, and such information shall become the property of the COUNTY upon submission. All plans submitted to the COUNTY shall include reproducible mylars and electronic files compatible with AutoCad.

7. IMPACT FEES AND CREDITS, CONCURRENCY

a. The DEVELOPER and the Project shall be assessed transportation impact fees in accordance with the COUNTY'S adopted Transportation Impact Fee Ordinance as amended (the "Impact Fee Ordinance") and this agreement. Once the DEVELOPER has made the Proportionate-Share Payment referenced in this agreement, the COUNTY agrees to provide impact fee credits to the DEVELOPER or to another entity or entities; e.g., Community Development District, to the extent that such entity finances or otherwise pays for or contributes to the Proportionate-Share Payment, as determined by the COUNTY (hereinafter referred to as the "Credit Receiving Entity") in accordance with this agreement and the Impact Fee Ordinance. The DEVELOPER and the Project shall pay transportation impact fees in accordance with the Impact Fee Ordinance whenever it does not have COUNTY-approved impact fee credits or offsets sufficient to cover impact fees that are due.

The Credit Receiving Entity shall be eligible for transportation impact-fee credits for the Proportionate-Share Payment and not to be provided until the year adequate funds have been allocated for credits or reimbursements for the Pipeline Project in the COUNTY'S adopted Capital Improvement Plan (CIP). The COUNTY'S present allocation of CIP funds/credits for the Pipeline Project is One Million Eight Hundred Ninety-Five Thousand Seven Hundred Twenty-Four and 00/100 Dollars (\$1,895,724.00) in Fiscal Year 2004-05, Seventeen Million Five Hundred Five Thousand Five Hundred Eighty-Six and 00/100 Dollars (\$17,505,586.00) from Fiscal Year 2005-06 through Fiscal Year 2006-07, and Sixteen Million Three Hundred Twenty-Two Thousand Seven Hundred Ninety and 00/100 Dollars (\$16,322,790.00) in Fiscal Year 2007-08.

Notwithstanding the foregoing, the DEVELOPER and/or the Credit Receiving Entity shall not be eligible for impact-fee credits or reimbursement for any right-of-way dedication/acquisition, design, permitting, or construction costs for the Site-Related Improvements and Off-Site Access-Related Improvements; or impact fees paid prior to the execution of this agreement.

b. The DEVELOPER'S continued performance in accordance with this agreement shall continue to vest the Project for transportation-concurrency purposes through the build out date of the DO as it may be extended from time to time.

8. PERFORMANCE GUARANTEES BY DEVELOPER

a. General: For the Site-Related Improvements and Off-Site Access-Related Improvements, Letters of Credit shall be posted in favor of and provided to the COUNTY in accordance with Paragraph 5.i. For the Proportionate-Share Payment, the required Letter of Credit shall be posted in favor of and provided to the COUNTY, prior to issuance of the first Building Permit for vertical building construction within the Project. The Letters of Credit shall be acceptable to and approved by the COUNTY to guarantee performance of the Proportionate-Share Payment, Site-Related Improvements and Off-Site Access-Related Improvements, and all terms and conditions of this agreement. Failure to post, revise, update, and keep effective the required Letters of Credit shall be considered a default of this agreement, entitling the COUNTY to

suspend any impact fee credits due pursuant to Section 7 above and/or stop the issuance of Building Permits. The Letters of Credit shall be with a bank, surety, or other financial institution acceptable to the COUNTY which is authorized to do business in the State of Florida and which has an "A" policy holder rating and a financial rating of at least Class VII in accordance with the most current of *Best's Key Rating Guide*. The Letters of Credit shall be in the amount of 125 percent of the Proportionate-Share Payment to guarantee such payment; and for the construction of the Site-Related Improvements and Off-Site Access-Related Improvements, the DEVELOPER shall post Letters of Credit in the amount of 125 percent of the COUNTY-approved Cost Estimate to complete design, permitting, right-of-way acquisition, and construction of all the Site-Related Improvements and Off-Site Access-Related Improvements. On each renewal date of the Letters of Credit, the Letters of Credit may be reduced provided an updated Cost Estimate for the remainder of the Site-Related Improvements and Off-Site Access-Related Improvements is provided to and approved by the COUNTY and provided that the Letters of Credit are not reduced below 125 percent of the COUNTY-approved Cost Estimates for the remainder.

b. Maintenance Guarantee: Upon completion of the Off-Site Access-Related Projects and other Site-Related Improvements and final acceptance by the COUNTY, the DEVELOPER and its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of one (1) year after final acceptance; and if any part of the construction should fail within this period 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. The Letters of Credit may cover this guarantee, if they remain in place for a period of one (1) year after final acceptance in an amount equal to at least fifteen (15) percent of the applicable construction contract amount and the Letters of Credit specifically provide for this guarantee, 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 remedy. Upon completion of construction of the improvements and final inspection by the COUNTY as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required one (1) year Maintenance Guarantee, the COUNTY shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined.

9. INDEMNIFICATION AND INSURANCE

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

action, neglect, or omission by the DEVELOPER during the performance of this agreement, any work under this agreement, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER'S negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this agreement; or by any defect in the condition or construction of the Pipeline Projects, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its agents or employees, unless such COUNTY negligence arises from the COUNTY review referenced in Section 6 of this agreement. The DEVELOPER'S obligation to indemnify, defend, and pay for the defense and trial of any damage claim or suit and any related settlement negotiations shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Section 10.f. The DEVELOPER'S obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the DEVELOPER'S inability to evaluate liability or because the DEVELOPER evaluates liability and determines the DEVELOPER is not liable or determines the COUNTY is solely negligent. Only a final adjudication judgment finding the COUNTY solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. The DEVELOPER shall also include for the Site-Related Improvements and Off-Site Access-Related 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 Site-Related Improvements and Off-Site Access-Related Improvements nor shall occupancy of any of the property within the limits of these off-site improvement projects take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by the COUNTY as set forth below:

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

(b) The DEVELOPER shall require the engineers and/or general contractor to provide to the DEVELOPER and to the COUNTY evidence of insurance coverages of the types and in the amounts required by submitting four (4) original, executed Certificates of Insurance on the form to

be provided by the COUNTY to the DEVELOPER. Each certificate shall set forth the original, manual signatures of the authorized representative of the insurance company(ies) identified therein and shall have attached thereto proof that 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, 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 agreement shall require that the insurer deliver to the COUNTY and the DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY and the DEVELOPER, addressed to the parties as described in Paragraph 10.d 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 coverages provided by the engineers and/or general contractor be primary to any insurance or self-insurance program of the COUNTY and the DEVELOPER which is applicable to the work provided for in this agreement. All such insurance shall also remain in effect until final payment and until after the one (1) year warranty period provided herein.

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

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

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

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

(i) All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this agreement, other than workers' compensation and an Employer's Liability Policy, shall specifically provide that the COUNTY; the COUNTY'S Engineering Services Department; and its elected officers, employees, and agents shall be "additional insureds" under the policy and shall also incorporate a severability of interests provision. All insurance coverages required herein shall apply to all engineers' and/or contractors' activities and any subcontractor's activities for the improvements without regard for the location of such activity.

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

(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 its rights of subrogation against the COUNTY and its agents and employees.

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

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

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

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

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

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

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

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

(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 employee's nonownership with limits of not less than:

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

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

(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:

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

10. GENERAL PROVISIONS

a. Independent Capacity: The DEVELOPER and any consultants, contractors, or agents are, and shall be, in the performance of all work, services, and activities under this agreement, independent contractors, and not employees, agents, or servants of the COUNTY or joint venturers with the COUNTY. The DEVELOPER does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this agreement. The COUNTY shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the DEVELOPER in connection with the Site-Related Improvements and Off-Site Access-Related 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 Site-Related Improvements and Off-Site Access-Related Improvements.

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein for the Proportionate-Share Payment or Site-Related Improvements and Off-Site Access-Related Improvements, unless extended pursuant to this agreement, then it shall be considered a default of this agreement entitling the COUNTY to make a claim and collect on the entire performance guarantees required by Section 9 (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY'S rights to enforce the balance of the guarantees, if required). Upon the said default, the issuance of Building Permits, plats, and other development approvals shall cease until the default has been cured to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat, or permit issued while there exists an uncured event of default of this agreement and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat, or permit issued after an uncured event of default of this agreement.

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

d. Contracts: If the DEVELOPER enters into contracts for the Site-Related Improvements and Off-Site Access-Related Improvements, the contracts shall be made in accordance with all

applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each paragraph set forth in this agreement. The DEVELOPER shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to 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 agreement in its entirety to be included and made a part of any contract for the 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.

e. Certification: The DEVELOPER shall provide certification to the COUNTY, under the seal and signature of a registered professional engineer that the Site-Related Improvements and Off-Site Access-Related Improvements have been constructed in accordance COUNTY standards, the contract documents, and this agreement.

f. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this agreement, including Notice of Termination, such notice shall be given by certified mail, return receipt requested. The said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: Thomas E. Oakley, President, Oakley Groves, Inc., Post Office Box 4170, 101 ABC Road, Lake Wales, Florida 33859-4170; and to the Pasco County Administrator, West Pasco Government Center, Suite 340, 7530 Little Road, New Port Richey, Florida 34654-5598. These addresses may be changed by giving notice as provided for in this paragraph.

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

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

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

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

(1) 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.

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

(3) Severability: In case any one (1) or more of the provisions contained in this agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this agreement or the failure of consideration.

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

(5) Cancellation: This agreement may be canceled by mutual consent of the parties to the agreement.

(6) Third Party Beneficiaries: Nothing in this agreement shall be construed to benefit any person or entity not a party to this agreement.

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

(8) Nondiscrimination: The DEVELOPER will not discriminate against any employee employed in the performance of this agreement or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER shall insert a similar provision in all contracts for the improvements identified herein.

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

(10) Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY.

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

(12) Successors and Assigns: The terms of this agreement shall run with the land and be binding upon the DEVELOPER and owners and their successors and assigns. The DEVELOPER and owners may assign this agreement and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this agreement, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereto and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.

(13) Force Majeure: In the event the DEVELOPER'S or COUNTY'S performance of this agreement is prevented or interrupted by consequent act of God; or of the public enemy; national emergency; a governmental restriction upon the use or availability of labor or materials; civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, other casualty, disaster, catastrophe, 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 the COUNTY'S performance of this agreement as reasonably determined by 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 the COUNTY of the commitments set forth in this agreement shall be interrupted or delayed in connection with the acquisition of necessary governmental permits or approvals for the construction of the Pipeline Project or Site-Related Improvements and Off-Site Access-Related 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 agreement.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on this _____ day of _____.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

JED PITTMAN, CLERK

CHAIRMAN

Date: _____

WITNESSES:

OAKLEY GROVES, INC., a Florida Corporation

By: _____

Print

Its: _____

Title

Date: _____

STATE OF _____

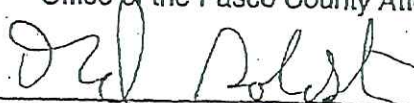
COUNTY OF _____

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

Seal:

NOTARY

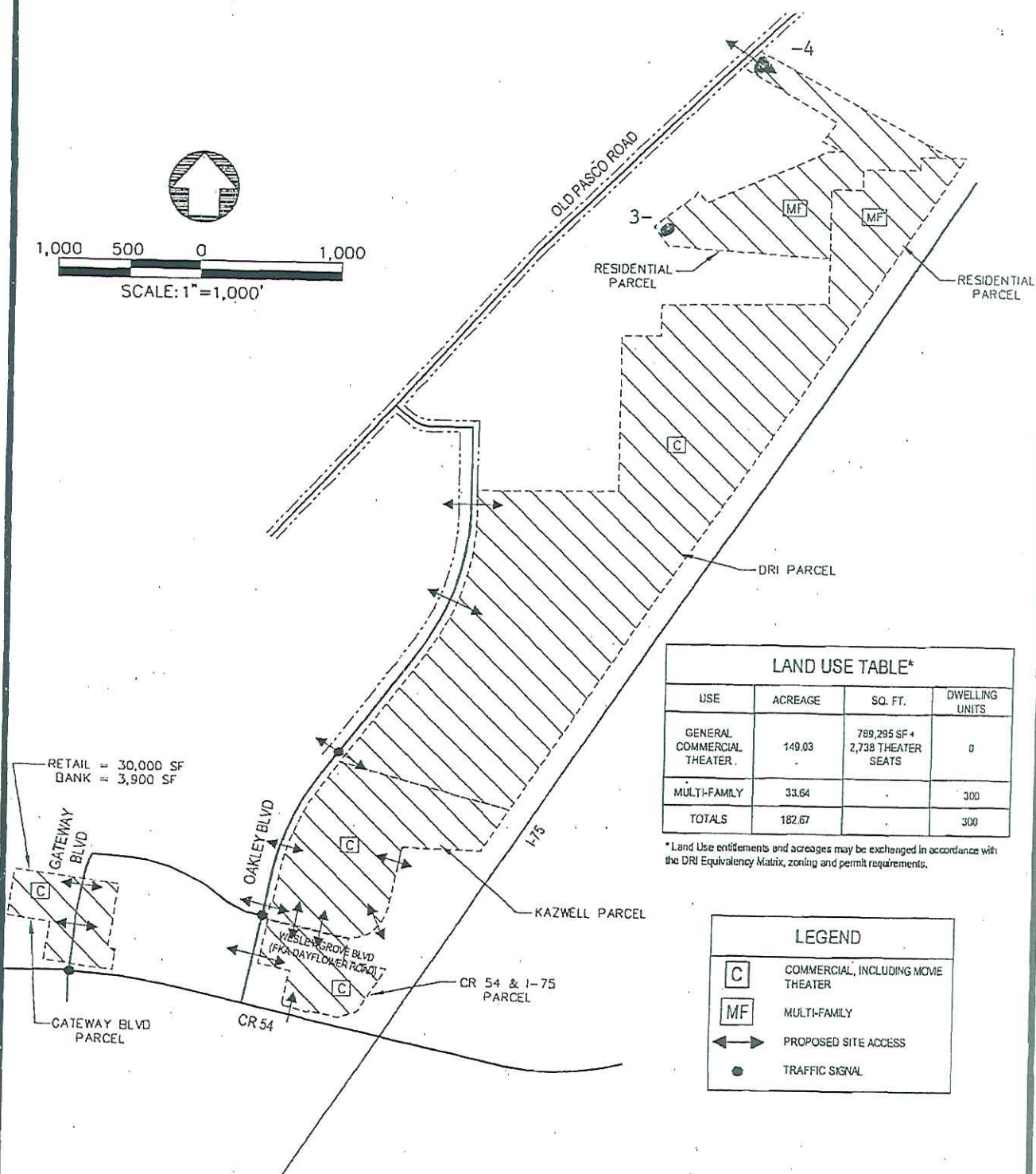
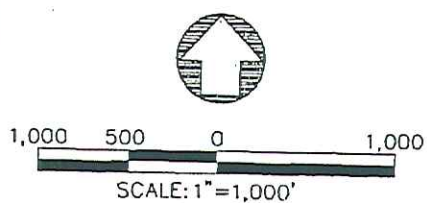
APPROVED AS TO LEGAL FORM AND SUFFICIENCY
Office of the Pasco County Attorney



ATTORNEY

EXHIBIT J

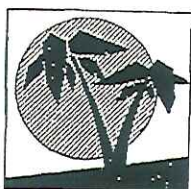
Tampa Bay Water
Groundwater Monitoring



LAND USE TABLE*			
USE	ACREAGE	SQ. FT.	DWELLING UNITS
GENERAL COMMERCIAL THEATER	149.03	789,295 SF + 2,738 THEATER SEATS	0
MULTI-FAMILY	33.64		300
TOTALS	182.67		300

*Land Use entitlements and acreages may be exchanged in accordance with the DRI Equivalency Matrix, zoning and permit requirements.

LEGEND	
C	COMMERCIAL, INCLUDING MOVIE THEATER
MF	MULTI-FAMILY
$\longleftrightarrow$	PROPOSED SITE ACCESS
	TRAFFIC SIGNAL



Gulf Coast Consulting, Inc.
 Land Development Consulting
 13825 ICOT Blvd., Suite 605
 Clearwater, Florida 33760
 Phone: (727) 524-1818
 Fax: (727) 524-6090

THE GROVE @ WESLEY CHAPEL
MAP H

Master Development Plan

EXHIBIT K
Notice of Adoption

EXHIBIT K

NOTICE OF ADOPTION OF THE
DEVELOPMENT ORDER FOR
THE GROVE AT WESLEY CHAPEL
DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. _____ dated _____, has adopted the development order for the Development of Regional Impact known as THE GROVE AT WESLEY CHAPEL. The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit J 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 J nor actual nor constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

Paula S. O'Neil, Clerk

Jack Mariano, Chairman
Board of County Commissioners

STATE OF FLORIDA, COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE DOCUMENT
ON FILE OR OF PUBLIC RECORD IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL THIS
16th DAY OF FEBRUARY 2009
PAULA S. O'NEIL, CLERK & COMPTROLLER
BY Beverly Dean DEPUTY CLERK

17 of 77 pages

February 24, 2009

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

Subject: The Grove at Wesley Chapel Use of Land Use Trade Off, DRI #253

Dear John:

As we have discussed previously, the developer of The Grove at Wesley Chapel intends to utilize the land use trade off mechanism contained in that DRI in order to exchange 28,000 square feet of retail uses for a 110 room hotel.

The hotel is planned to be located on the east side of the commercial portion of the original DRI parcel (Parcel A in the 2008/9 NOPC), near I-75. Hotel was added to the land use trade off matrix in the recently completed NOPC. The trade off is included in the MPUD zoning modification that will go before the Pasco County Board on March 10, 2009.

For your information, I have enclosed a copy of the approved land use trade off matrix for this DRI. Please do not hesitate to contact me at (813) 503-8900 or sue@pmconsultgroup.com if you have any questions.

Sincerely,



Sue Murphy, AICP
President

Enc.

CC: Ray Eubanks, DCA
Ben Harrill, Esq.
John Palovsky

**TABLE 1
LAND USE EQUIVILENCY MATRIX**

	PROPOSED AMOUNTS	FROM	
		RETAIL (SQ. FT.)	THEATER (SEATS)
TO RETAIL	789,295 SF	X	30 SF
THEATER	2738 SEATS	33.5 SEATS	X
OFFICE	0 SF	1,490 SF	45 SF
HOTEL	0 ROOMS	3.97 ROOMS	0.11 ROOMS

APPROVED TRIP RATES

RETAIL	2.345/KSF
OFFICE	1.571/KSF
THEATER	0.07/SEAT
HOTEL	0.59/ROOM

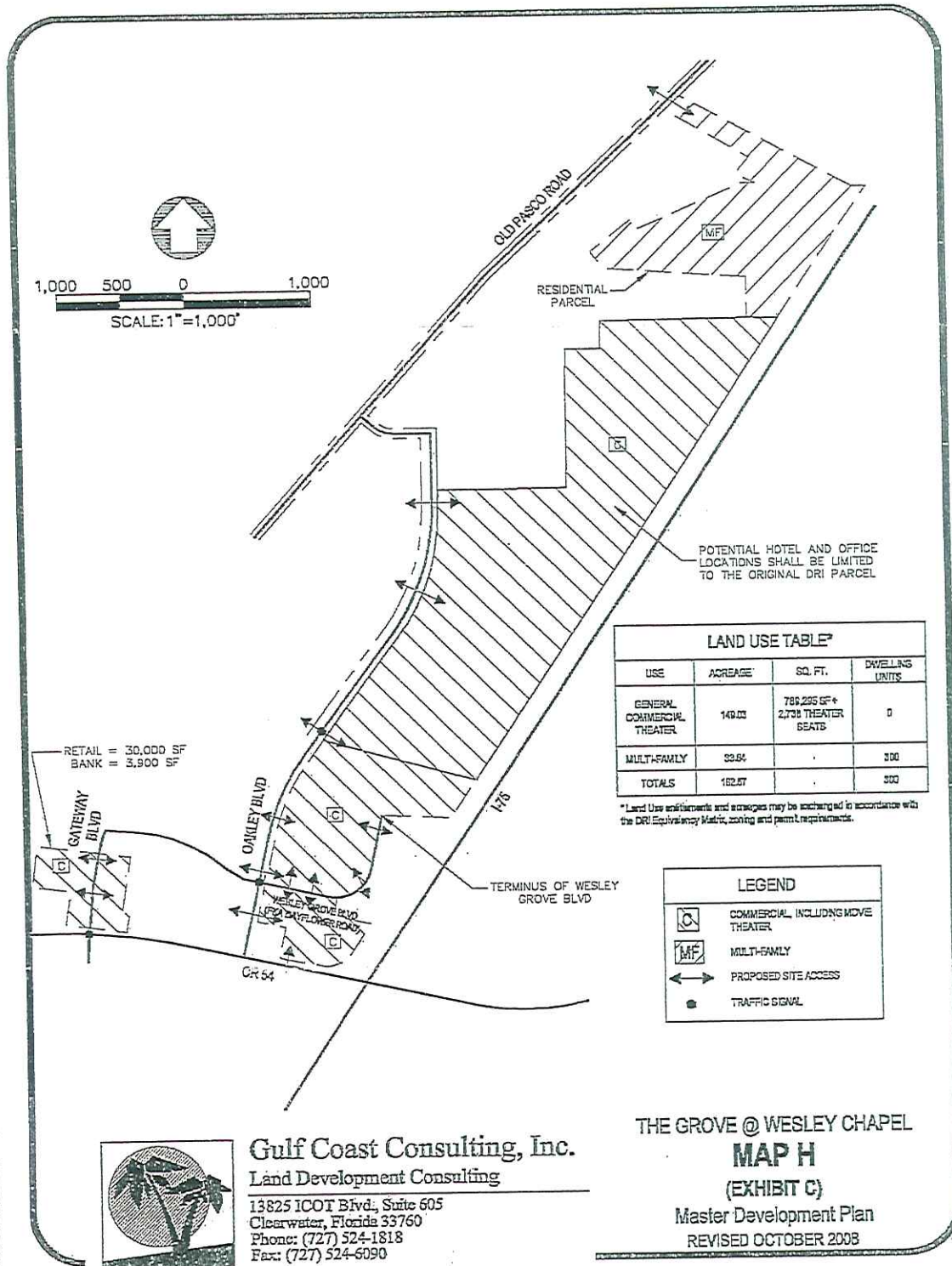
NOTES:

ADDITIONALLY THE PROJECT IS APPROVED FOR 300 MULTI-FAMILY UNITS THAT CANNOT BE INCREASED OR DECREASED THROUGH THE USE OF THE LAND USE EQUIVILENCY MATRIX.

MINIMUM AND MAXIMUM LAND USE ENTITLEMENTS

	MINIMUM	MAXIMUM
RETAIL	631,436 SF	835,000 SF
THEATER	0 SEATS	3,285 SEATS
OFFICE	0 SF	175,000 SF
HOTEL	0 ROOMS	150 ROOMS
MULTI-FAMILY	300 UNITS	300 UNITS

EXHIBIT 2 - PROPOSED MASTER DEVELOPMENT PLAN



#253



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: Article No. 7004 1160 0000 4437 8236
RETURN RECEIPT REQUESTED

March 19, 2007

Mr. John Meyer, DRI Coordinator
Tampa Bay Regional Planning Council
4000 Gateway Center Boulevard
Pinellas Park, FL 33782

RE: The Grove At Wesley Chapel (f.k.a. Oakley Plaza) DRI No. 253

Dear Mr. Meyer:

Enclosed, please find a certified copy of The Grove At Wesley Chapel Development of Regional Impact (DRI No. 253) Development Order (DO) Amendment (Resolution No. 07-152), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. The Pasco County Board of County Commissioners approved this DO amendment on March 13, 2007. I've also included a strike-through and underlined version to assist in your review of the Development Order. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathleen H. Teague".

Kathleen H. Teague
Planner II

KHT/kht

cc: Sue Murphy, P & M Consulting Group, Inc., 501 West Euclid Ave., Tampa, FL 33602
Brenda Winningham, Principal Planner, 2555 Shumard Oak Boulevard, Tallahassee,
FL 32399-2100
Samuel P. Steffey II, Growth Management Administrator (No Attachments)
Michael LaSala, AICP, Senior Planner, DRI Coordinator
File



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: Article No. 7004 1160 0000 4437 8229
RETURN RECEIPT REQUESTED

March 19, 2007

Brenda Winningham, Principal Planner
Florida Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: The Grove At Wesley Chapel (f.k.a. Oakley Plaza) - DRI No. 253

Dear Ms. Winningham:

Enclosed, please find a certified copy of The Grove At Wesley Chapel Development of Regional Impact (DRI No. 253) Development Order (DO) Amendment (Resolution No. 07-152), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. The Pasco County Board of County Commissioners approved this DO amendment on March 13, 2007. I've also included a strike-through and underlined version to assist in your review of the Development Order. Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathleen H. Teague".

Kathleen H. Teague
Planner II

KHT/kht

cc: Sue Murphy, P&M Consulting, Inc., 501 Euclid Ave., Tampa, FL 33602
John Meyer, DRI Coordinator, Tampa Bay Regional Planning Council, 4000 Gateway
Center Boulevard Pinellas Park, FL 33782
Samuel P. Steffey II, Growth Management Administrator (No Attachments)
Michael LaSala, AICP, Senior Planner, DRI Coordinator
File



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

CERTIFIED MAIL: Article No. 7004 1160 0000 4437 8212
RETURN RECEIPT REQUESTED

March 19, 2007

Sue Murphy
P & M Consulting, Inc.
501 West Euclid Avenue
Tampa, FL 33602

RE: The Grove At Wesley Chapel (f.k.a. Oakley Plaza) - DRI No. 253

Dear Ms. Murphy:

Enclosed please find a certified copy of the amended Development Order for The Grove At Wesley Chapel (DRI No. 253) (Resolution No. 07-152), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025 Florida Administrative Code. The Board of County Commissioners approved this Development Order on March 13, 2007. I've also included a strike-through and underlined version to assist in your review of the Development Order.

Please be advised that, pursuant to Chapter 380.06(15)(f), Florida Statutes, the developer must record a Notice of Adoption with the Clerk of the Circuit Court. Accordingly, along with a certified copy, you will find an original executed Notice of Adoption for recording. Please record the original Notice of Adoption within 45 days of receipt of this correspondence and return a copy of the recorded document to this office for our records. We appreciate your cooperation in this matter, and please contact me at (727) 847-8193 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathleen H. Teague".

Kathleen H. Teague
Planner II
Pasco County Growth Management

KHT/kht

CC:

Brenda Winningham, Principal Planner, Florida Department of Community Affairs, 2555
Shumard Oak Boulevard, Tallahassee, FL 32399-2100

John Meyer, DRI Coordinator, Tampa Bay Regional Planning Council, 4000 Gateway Center
Boulevard Pinellas Park, FL 33782

Samuel P. Steffey II, Growth Management Administrator (No Attachments)

Michael LaSala, AICP, Senior Planner, DRI Coordinator

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING AND RESTATING THE DEVELOPMENT ORDER (RESOLUTION NO. 05-156, AS AMENDED) APPROVING, WITH CONDITIONS, THE OAKLEY PLAZA DEVELOPMENT OF REGIONAL IMPACT NO. 253, ON MARCH 22, 2005; CHANGING THE NAME OF THE PROJECT TO THE GROVE AT WESLEY CHAPEL DEVELOPMENT OF REGIONAL IMPACT; PROVIDING FOR A REVISION TO THE LAND USE EQUIVALENCY MATRIX TO INCREASE THE ALLOWABLE NUMBER OF MOVIE THEATER SEATS FROM 2,400 TO 3,300; DELETING "AUTO MALL" AS AN ALLOWABLE LAND USE IN EXHIBIT E; DECREASING THE ALLOWABLE RETAIL USE FROM 835,000 SQUARE FEET TO 736,492 SQUARE FEET.

WHEREAS, in accordance with Section 380.06, Florida Statutes (F.S.), as amended, Oakley Groves, Inc. (Applicant/Developer) filed an Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as Oakley Plaza; and,

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

WHEREAS, the culmination of review pursuant to Section 380.06, F.S., requires the approval, approval with conditions, or denial of the ADA; and,

WHEREAS, the development order (DO) for the Oakley Plaza DRI was adopted by the Pasco County Board of County Commissioners on March 22, 2005 (Resolution No. 05-156).

WHEREAS, on May 24, 2005, the Pasco County Board of County Commissioners adopted Resolution No. 05-217 which amended Resolution No 05-156 to correct a scrivener's error and establish the effective date of the DO as May 27, 2005.

WHEREAS, on October 13, 2006, Oakley Grove Development, LLC, filed a Notification of Proposed Change (NOPC) amending and restating the approved DO and Map H for the Oakley Plaza Development of Regional Impact (DRI No. 253), pursuant to Section 380.06(19), F.S.; and,

WHEREAS, the NOPC requested a change of the name of the project from Oakley Plaza Development of Regional Impact (DRI No. 253) to The Grove at Wesley Chapel Development of Regional Impact (DRI No. 253) along with the following revisions to the Land Use Equivalency Matrix: a) the deletion of Auto Mall as a land use listed in Exhibit E of the approved DO; b) an increase in the "Maximum" amount of movie theater seats from 2,400 seats to 3,300 seats on Table 1 of Exhibit E; c) an amendment to the "Approved" uses in Table 1 of Exhibit E to increase movie theater seats to 3,300 and a resulting decrease in retail from 835,000 square feet to 736,492 square feet through the use of the Land Use Equivalency Matrix; d) an amendment to Table 2 of Exhibit E to eliminate Auto Mall as an approved use, and an amendment to the table to reflect the changes noted in a), b), and c) above; and e) the creation of Table 3 of Exhibit E to reflect the approved uses.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled this 13th day of March 2007, that:

The NOPC application for The Grove at Wesley Chapel DRI is approved with conditions, as set forth in the following DO, which is hereby adopted by the Board of County Commissioners:

THE GROVE AT WESLEY CHAPEL AMENDED AND RESTATED DEVELOPMENT OF REGIONAL
IMPACT/DEVELOPMENT ORDER

1. General Findings of Fact

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

a. Oakley Grove Development, LLC, hereinafter referred to as the "Applicant" or "Developer," filed, in accordance with Section 380.06, F.S., as amended, the ADA of The Grove at Wesley Chapel DRI and associated Responses to Request for Additional Information, collectively referred to herein as the "Application."

b. The nature, type, scope, intensity, density, costs, and general impact of the proposed The Grove at Wesley Chapel DRI, in part, are those which are summarized in Composite Exhibit A, the Application, and in attached Exhibit B, the Specific Findings of Fact and regional impacts contained in the Tampa Bay Regional Planning Council (TBRPC) NOPC Report. Both Exhibits A and B are incorporated into this DO by reference and are on file with the Pasco County Growth Management Department.

c. The real property encompassed by The Grove at Wesley Chapel DRI is owned by Oakley Grove Development, LLC, and a description of the real property is attached hereto as Exhibit C ("the Property") which is made a part of this DO.

d. The Pasco County Comprehensive Plan Future Land Use Map classification for the Property is MU (Mixed Use). The proposed development, as modified by this Amended and Restated DRI/DO, is consistent with the applicable provisions of the MU (Mixed Use) classification and other applicable 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. On March 22, 2005, the Board of County Commissioners approved Rezoning Petition No. 6342 to rezone the Property from A-C Agricultural, A-R Agricultural-Residential, and C-2 General Commercial to MPUD.

f. In processing the NOPC application for The Grove at Wesley Chapel DRI/DO, the TBRPC reviewed the proposed changes to the DO as set forth in the NOPC application and determined that the amendments and changes as proposed are not substantial deviations pursuant to Section 380.06(19), F.S., and accordingly, the NOPC application should be processed as a nonsubstantial deviation, and the TBRPC has so advised the local government on December 19, 2006. The support data submitted as a part of

and processed concurrently with the NOPC application is incorporated into this Amended and Restated DRI/DO.

g. The Board of County Commissioners scheduled and held a public hearing on the pending Application on March 13, 2007.

h. Notice of the hearing has been published in a newspaper of general circulation at least fifteen (15) days prior to the date set for the Board of County Commissioners hearing.

i. At the public hearing for the review and approval of the ADA for The Grove at Wesley Chapel DRI/DO, all parties were afforded the opportunity to present evidence and argument on all issues, and submit rebuttal evidence. In like manner, at a public hearing for the review and approval of the NOPC application to The Grove at Wesley Chapel DRI/DO, all parties were afforded to the opportunity to present evidence and argument on all issues and to submit rebuttal evidence.

j. Additionally, at the public hearings on both the approval of ADA for The Grove at Wesley Chapel DRI/DO and the proposed NOPC application to the DRI/DO, 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 Final Report for the Oakley Plaza DRI/DO as well as the DO Amendment report relative to the proposed NOPC to The Grove at Wesley Chapel DRI/DO.

l. The Board of County Commissioners has received and considered various other reports and information relevant to the approval of the Oakley Plaza DRI/DO and the proposed NOPC application to The Grove at Wesley Chapel DRI/DO including, but not limited to, the recommendation of the Pasco County Development Services Branch and the Pasco County Development Review Committee (DRC).

2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

a. The Grove at Wesley Chapel DRI as amended by this Amended and Restated DRI/DO, will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the DO.

b. As conditioned, this Amended and Restated DRI/DO addresses issues raised consistent with the report and recommendation of the TBRPC.

c. As conditioned, this Amended and Restated DRI/DO is consistent with the applicable provisions of the Pasco County Land Development Code (the land development code).

d. As conditioned, this Amended and Restated DRI/DO is consistent with the applicable provisions of the Pasco County Comprehensive Plan (the Comprehensive Plan).

e. The land that is the subject of this Amended and Restated DRI/DO is not in an Area of Critical State Concern.

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

3. Approval Stipulations

a. The requirements of and conditions contained in this Amended and Restated DRI/DO shall regulate the development of the Property described in Exhibit C (legal description). Following the adoption of this Amended and Restated DRI/DO, all plans for development on this Property shall be consistent with the conditions and restrictions set forth herein. Such conditions and restrictions shall be binding upon all Applicant's/Developer's successors in interest to the Property.

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

b. All development specifically authorized by this Amended and Restated DRI/DO shall be carried out in accordance with the provisions hereof.

(1) Adverse impacts shall be mitigated as specified in this Amended and Restated DRI/DO.

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

c. Development of The Grove at Wesley Chapel DRI shall be governed by the standards and procedural provisions of the Comprehensive Plan in effect at the time of adoption of the Amended and Restated DRI/DO unless otherwise provided in this Amended and Restated DRI/DO. Land development regulations shall be applied in a manner which is consistent with Chapter 163.3194(1)(b), F.S., and Pasco County Land Development Regulations (including the Land Development Code). In the event of a conflict between the land development regulations and this Amended and Restated DRI/DO, it shall be resolved in accordance with applicable law.

d. The approved DRI as set forth in the Amended and Restated DRI/DO shall not be subject to downzoning, unit density reduction, or intensity reduction until May 1, 2018, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the Amended and Restated DRI/do have occurred; or that the Amended and Restated DRI/DO was based on substantially inaccurate information provided by the Applicant/Developer; or that the change is clearly established by the

local government to be essential to the public health, safety, or welfare. Compliance with this Amended and Restated DRI/DO, the associated Development Agreement, the MPUD Master Planned Unit Development conditions, and the Pasco County Comprehensive Plan and Land Development Code regulations, shall not constitute downzoning, unit density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

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

f. The Property is currently utilized for agricultural activities. It is understood that while the use will cease when the DRI is built out, portions of the Property may continue to be used for agricultural activities until the Property is developed in accordance with this Amended and Restated DRI/DO, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

4. Phasing and Duration

a. Phasing Schedule

This project is specifically approved as a one (1) phase project.

b. Effective Date and Duration

(1) The Original DO (Resolution No. 05-156) for the Oakley Plaza DRI shall be effective May 27, 2005, which is forty-five (45) days after a certified copy of the Original DO (Resolution No. 05-156) was rendered to the Florida Department of Community Affairs (FDCA) if no appeal has been filed prior to that date. If this DO is appealed, it shall take effect upon conclusion of the appeal.

(2) The effective period of this DO shall be until May 1, 2018. 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 an extension shall be made at least sixty (60) days prior to the expiration date. All extensions shall be subject to a substantial deviation determination pursuant to Chapter 380.06(19), F.S.

c. Commencement of Development

Commencement of development for The Grove at Wesley Chapel DRI shall occur within three (3) years of the effective date of this DO. For the purpose of this DO, "commencement of development" shall mean the commencement of development of infrastructure, roadways, or other vertical development, unless otherwise approved by Pasco County.

d. Build-Out of Project

(1) The build-out date of the project shall be May 1, 2010.

(2) Any delay in the build-out date beyond May 1, 2010, shall require a new transportation analysis, in accordance with Section 380.06, F.S., as the basis for a DO Amendment which may include re-evaluation of required transportation mitigation.

5. Specific Conditions

a. Development Components

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

**TABLE 1
DEVELOPMENT INFORMATION
The Grove at Wesley Chapel DRI**

<u>Development Category</u>	<u>Acres</u>	<u>Buildout (2010)</u>
Multifamily Residential (28-24.010, FAC)	12.5 -24.0± Acres	300 Units
Retail*	90.0± Acres	835,000 S.F.

*Land uses may be exchanged for retail uses in accordance with the proposed equivalency matrix.

b. Land Use Exchange

(1) Development entitlements within the project may be exchanged pursuant to the Land Use Equivalency Matrix set out in Exhibit E attached hereto. Land use exchange requests shall be provided to and approved by Pasco County, with copies to the FDCA and the TBRPC for review and comment a minimum of fourteen (14) days prior to final authorization granted by Pasco County, and the use thereof shall be reported in the next biennial report. Exhibit E represents the Land Use Equivalency Matrix which is acceptable. Notwithstanding the foregoing, no approved entitlements may be traded for additional residential entitlements.

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

(3) Any amendments to the land use mix or proposed phasing schedule, other than those described herein, shall be approved pursuant to the NOPC process as required by Section 380.06(19), 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 Amended and Restated DRI/DO.

c. Water Quality and Drainage

(1) Development of the project shall not lower the Level of Service (LOS) for offset drainage structures below acceptable standards as established in the adopted Pasco County Comprehensive Plan and Land Development Code as may be amended from time to time.

(2) The project's stormwater management system shall be designed, constructed, and maintained to meet or exceed Chapters 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 (BMP) 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 Applicant/Developer shall comply with the following design requirements:

- (a) All swales shall be fully vegetated and operational.
 - (b) Dry stormwater, retention/detention areas, including side slopes and bottoms, shall be vegetated as required.
 - (c) The Applicant/Developer or other responsible entities shall ensure that the stormwater management system is being properly maintained in keeping with its design and is providing the level of stormwater storage and treatment as established in the Environmental Resource Permit or as established by Pasco County, whichever is most stringent.
 - (d) Should the Applicant/Developer discover that any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the Applicant/Developer shall, within seven (7) days, 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/preliminary site plan approval.
 - (f) The Applicant/Developer should advise future residents of seasonal variations within created water features and should not be perceived as lakes with constant water levels.
- (3) Predevelopment hydrologic/hydraulic properties shall remain unaltered to maintain the quantity and timing of runoff discharges to off-site wetlands and creeks.
- (4) The development activities shall not breach the clay-confining unit, and in no event, should contact with the limestone aquifer be allowed. Applicant's/developer's responsibilities to prevent this occurrence and any remedial actions that are required should it occur shall be required to be addressed by the Applicant/Developer prior to development.
- (5) A groundwater monitoring program shall be developed in coordination with the Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), and Tampa Bay Water (TBW) to establish parameters, methodology, sampling frequency, and locations of monitoring sites. Any such program shall be submitted to the FDEP, SWFWMD, and TBW for review and to Pasco County for approval. The groundwater-quality monitoring program shall be instituted before commencement of development begins, as defined in the Pasco County Land Development Code, to provide background data and shall continue to project buildout. 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 reported at least annually or more often as may be required.

d. Wellfield Protection

(1) The Applicant/Developer 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 Applicant/Developer shall immediately notify the County, TBW, and SWFWMD, and adopt one (1) or more of the following procedures as determined to be appropriate by the County and SWFWMD:

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

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

(c) Visually inspect the affected area.

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

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

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

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

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

(4) The historic average rainfall volume discharged from the project should be maintained post development. The Applicant/Developer shall propose stormwater-design solutions which achieve this goal (i.e., use of swale systems and reducing treatment volume requirements) in cooperation with the TBW, and to the extent the permitting agencies (Pasco County and SWFWMD) can allow.

e. Wetlands

No jurisdictional wetlands occur on site; therefore, protection and/or mitigation is not necessary.

f. Flood Plains/Disaster Preparedness

(1) Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Roadways providing access to residential areas shall be at, or above, floodplain elevations as identified in the Pasco County Land Development Code.

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

g. Vegetation and Wildlife

(1) The Applicant/Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan and Rule 9J-2.041, FAC, of all applicable agencies regarding the protection of listed wildlife and plant species found on-site. In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes are discovered on-site during project development, the Applicant/Developer shall immediately notify the Florida Fish and Wildlife Conservation Commission (FWCC) and implement the recommended measures for species protection in accordance with the requirements of Section 68A-27, FAC.

(2) The Applicant/Developer shall provide mitigation for take of gopher tortoises through donation to an FWCC mitigation bank.

(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 biennial report submitted following commencement of development.

h. Air Quality

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

i. Land

(1) The BMP to reduce soil erosion and fugitive dust shall be implemented.

(2) Prior to commencing development, the Applicant/Developer shall provide the Pasco County Engineering Services Department, Survey Division, with two (2) pair of Global Positioning Satellite (GPS) control points with twenty-four (24) hour access. The Applicant/Developer and the County Surveyor shall mutually determine the location. The Applicant's/Developer's existing survey shall be valid for permitting purposes until final plat approval is requested. All final plats will be referenced from this point in accordance with Rule 61G17-6, FAC. All the GPS points shall be installed in accordance with standards contained in Rule 61G17-6, FAC.

j. Utilities

(1) Water Supply and Wastewater Treatment

(a) Pasco County has determined that capacity exists, and water and wastewater services will be provided by Pasco County in accordance with Section 110 of the Pasco County Code of Ordinances as amended. The Applicant/Developer shall construct all water and wastewater facilities within the development to Pasco County standards in effect when application is made for connection.

(b) Development of the project shall not result in LOS for water and wastewater services below the acceptable LOS established in the Pasco County Comprehensive Plan.

(c) The Developer shall encourage the use of high-efficiency, low-volume, plumbing fixtures; appliances; and irrigation throughout the project through the establishment of an educational program.

(d) The project shall utilize the lowest quality water reasonably available, suitable, and appropriate.

(e) Dual lines for irrigation shall be installed in the development during construction. Reuse connections shall also be metered when they occur.

(f) The local water resources are very limited and "every tool available to minimize water demand" shall be used. The Applicant/Developer shall use the following at the time of construction:

(i) Low-volume irrigation systems in all nonturf areas and all irrigation (turf and nonturf) in accordance with the irrigation design standards described in Appendix J of the Florida Building Code.

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

(iii) Water meters on all irrigation system clocks.

(g) Florida-friendly landscaping materials and techniques shall be used that, once established, the landscape will be prepared for more extreme weather conditions. The Applicant shall work with Florida Yards and Neighborhoods to implement integrated pest management, landscape design, plant material selection, and irrigation system installation.

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

(i) No septic tanks shall be installed on The Grove at Wesley Chapel DRI site.

(2) Solid/Hazardous/Biohazardous Waste and Recycling

(a) Pasco County has determined that adequate capacity exists to process the solid waste generated by the project. The collection, transportation, and disposal of solid waste are controlled by Section 90 of the Pasco County Code of Ordinances and shall take place in accordance with the terms thereof.

(b) Development of the project shall not result in 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.

(c) As stated in the ADA, it is not anticipated that hazardous or toxic waste will be generated by the project. The Applicant/Developer or his 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.

(d) 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 types of development within The Grove at Wesley Chapel DRI.

(e) 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.

k. Energy

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

(2) All tenants of The Grove at Wesley Chapel DRI, 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.

I. Transportation

Transportation-system improvements required to mitigate the impact of this proposed development have been identified during the development-review process. These transportation system improvements are set forth in Exhibits F and G attached hereto:

(1) The Developer's proportionate-share mitigation dollar amount for the required improvements in Exhibit F is Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) (the "Proportionate Share") as provided in Exhibit F. The Developer shall mitigate for the traffic impacts of the development by providing the combination of mitigative measures set forth herein, which shall be conditions of approval:

(a) The Developer has elected to make a payment of the proportionate share dollar amount of Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00), (the "Proportionate Share") to Pasco County in order to accelerate the construction of the improvement identified as the widening from four (4) to six (6) lanes of S.R. 54 from I-75 to C.R. 581 as a Pipeline Project which is identified in Exhibit F.

The estimated cost of the Pipeline Project is at least Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) in 2003 dollars. Pursuant to the terms of the Development Agreement, the Applicant/Developer has elected to make a payment to the County in that amount for the design, permitting, and construction of the Pipeline Project, including any necessary right-of-way acquisition. The actual payment amount shall be calculated by applying the then current FDOT Price Trends inflation factor to the remaining proportionate dollar amount at the time of payment, which is expressed above in 2003 dollars. The County will expeditiously design, permit, construct, and acquire right-of-way for the Pipeline Project.

(b) The obligation set forth in (a) above shall fully and completely satisfy the proportionate-mitigation requirements of this development and shall be creditable against the Pasco County Transportation Impact Fee obligations of the development in accordance with Pasco County Ordinance No. 94-03 as amended and the Development Agreement.

(2) Access Management: The Developer shall be responsible for construction of all access improvements for the project prior to or concurrent with vertical construction of the portions of the project necessitating such improvements as determined by the County at the time of preliminary site plan approval and/or at the time of issuance of access permits for the project except when the Development Agreement provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the DRC or Development Review Division may also require further site access/site-related intersection improvements and site access/site-related roadway improvements. All access improvements, number of access points, spacing, and geometry of access points shown on Map H and Exhibit G attached hereto shall be subject to compliance with the provisions of Pasco County's access-management regulations.

The Development Agreement described in Subsection (i) below and Exhibit C to the Development Agreement set forth: (a) the scope and required timing of the required site-related and off-site related improvements for the project. The Developer shall design, permit, construct, and acquire right-of-way for such improvements at its sole expense consistent with Exhibit C to the Development Agreement. These improvements, which are set forth below, are neither creditable against the proportionate-share dollar amount, mitigation obligation of the development nor creditable against the Pasco County Transportation Impact Fee requirements of the development.

(a) Widen Oakley Boulevard between Dayflower Boulevard and the south project driveway from a total of two (2) lanes to a four (4) lane divided roadway within 130 feet of the right-of-way. The intersection of Oakley Boulevard at Dayflower Boulevard shall be improved by adding an eastbound to northbound, left-turn lane; a combined eastbound to southbound, right-turn lane and through lane; and a southbound to westbound, right-turn lane with a southbound, through lane.

(b) Widen Oakley Boulevard between C.R. 54 and Dayflower Boulevard to a total of a three (3) lane roadway within 100 feet of the right-of-way (two [2] northbound lanes and one [1] southbound lane).

(c) Resurface, in accordance with County standards and within 130 feet of the right-of-way for the north-south portion of the roadway and within 60 feet for the east-west portion of the roadway, all remaining portions of Oakley Boulevard not subject to the widening referenced in this paragraph or the provisions of (d) and (h) below.

(d) Improve the intersection of Old Pasco Road/Oakley Boulevard by adding a westbound to southbound, left-turn lane and a southbound to eastbound, left-turn lane.

(e) Construct the Gateway Boulevard Extension north from C.R. 54 to the proposed Dayflower Boulevard as a four (4) lane divided, urban, cross-section roadway within 120 feet of the right-of-way, including dual southbound to eastbound, left-turn lanes and a shared through/right-turn lane, and signalize the intersection of C.R. 54/Gateway Boulevard when warranted by *Manual on Uniform Traffic Control Devices* (MUTCD) to accommodate the above improvements.

(f) Construct Dayflower Boulevard (a.k.a. the reverse frontage road) from the Gateway Boulevard Extension east to Oakley Boulevard as a three (3) lane, urban, cross-section roadway within 60 feet of the right-of-way. The intersection of Dayflower Boulevard-Gateway Boulevard shall be stop-sign controlled as needed.

(g) Signalize the Oakley Boulevard-Dayflower Boulevard intersection, when warranted by the MUTCD.

(h) Construct the following three (3) project driveways to Oakley Boulevard as depicted on Map H. The Developer shall provide required turn lanes and signalization for each driveway when warranted by the MUTCD. The driveway improvements are as follows: 1) South Driveway shall

be constructed with a northbound, right-turn lane; southbound, left lane; two (2) westbound, left lanes; and westbound, right lane; 2) Central Driveway shall be constructed with a northbound, right lane; southbound, left lane; westbound, left lane, and westbound, right lane; 3) North Driveway shall be constructed with a northbound, right lane; southbound, left lane; westbound, left lane; and westbound, right lane.

(i) Development Agreement: The County and Developer have entered into a Development Agreement attached hereto as Exhibit H setting forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the Pipeline Project and site-related improvements. The Development Agreement also contains: 1) a schedule for payment of the proportionate-share amount to ensure that the Pipeline Project is expeditiously constructed; 2) a requirement that if the Developer should fail to adhere to the schedule in the Development Agreement, then no further Building Permits or development approvals shall be issued until the project obligations have been recommenced to the satisfaction of the County; 3) provisions for assistance from Pasco County in the acquisition of right-of-way, for the site-related improvements as needed; 4) requirements for financial performance guarantees to be provided by the Developer to ensure that the improvements will be completed in accordance with the applicable schedule; 5) provisions addressing the payment of transportation impact fees and transportation impact fee credits; 6) insurance and indemnification requirements; and 7) other provisions as deemed appropriate by the County. Changes to the Development Agreement which materially affect the requirements in Subsection (2) above or which remove any condition required by Rule 9J-2.045, FAC, shall be amended in the DO through the NOPC process pursuant to Chapter 380, F.S. All other amendments to the Development Agreement shall not require an NOPC or DO amendment.

m. Trip Generation Monitoring

(1) Eighteen (18) months following construction plan approval for vertical construction of fifty (50) percent of the DRI entitlements in terms of the p.m. peak-hour project trip generation, or prior to construction plan approval for vertical construction of sixty-five (65) percent of the DRI entitlements in terms of p.m. peak-hour project trip generation, the Developer shall institute a monitoring program to provide external p.m. peak-hour counts and projected counts at the project entrances as set forth below. Monitoring shall continue on a biennial basis until project buildout. Each monitoring event shall be conducted within a six (6) month period from the due date of each biennial report to ensure that the counts are relatively current.

(2) The monitoring program shall consist of weekday p.m. peak-hour directional counts from 4:00 to 6:00 p.m., with subtotals at fifteen (15) minute increments, at all project entrance driveways to Oakley Boulevard. Only turns to and from the project entrance need to be counted (through volumes on Oakley Boulevard will not be required). The sum of the project entrance trips will be totaled in fifteen (15) minute increments and the highest four (4) consecutive fifteen (15) minute totals will be summed to determine the project's total p.m. peak-hour traffic volume. This total will include the net external trips, pass-by trips, and pass-by diverted trips. For the project, the total p.m. peak-hour project traffic at the

driveways was estimated to be 2,069 net external and 520 pass-by and pass-by diverted trips, for a total of 2,589 trips (1,274 inbound, 1,315 outbound trips).

(3) If monitoring results demonstrate that the project is generating more than five (5) percent above the number of trips estimated in the original analysis (as stated above) or a biennial report is not submitted within thirty (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 DO to require additional roadway improvements. Any required transportation analysis shall be subject to review by all appropriate review entities.

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

(5) Transportation System Management (TSM) Program

In the first year following the issuance of a Certificate of Occupancy (CO) for the first office development in the project, the Developer or its successor shall initiate a TSM Program to divert vehicle trips from the p.m. peak-hour. The TSM Program shall include an annual assessment of the actual achievement of trips diverted from the p.m. peak-hour as a result of the program. Results of the TSM Program shall be included in each biennial report.

n. Educational Facilities

(1) The Applicant/Developer shall pay school impact fees as full mitigation for the impacts of the residential component of The Grove at Wesley Chapel DRI on the District School Board of Pasco County in accordance with the terms of the School Impact Fee Ordinance, No. 01-06, adopted February 27, 2001, as amended.

o. Recreation and Open Space

The Applicant/Developer shall comply with Section 610.15 of the Pasco County Land Development Code. The Applicant/Developer shall also comply with the Pasco County Park Impact Fee Ordinance No. 02-03 adopted January 29, 2002, as amended.

p. Health Care/Police/Fire

(1) Pasco County shall provide fire and emergency medical services to the project. The Pasco County Sheriff's Office shall provide law enforcement services to the project. The Applicant/Developer shall be required to pay impact fees for all such services.

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

(3) The Applicant/Developer shall review the concepts of "fire safe communities," as provided by the Florida Division of Forestry, and implement all appropriate measures.

q. Hurricane Preparedness

The Applicant/Developer shall coordinate with the Pasco County Office of Emergency Management regarding incorporation of hurricane and wind resistant technology into the design criteria of all development.

r. Housing

(1) The Developer has completed an Affordable Housing Analysis for the nonresidential component of The Grove at Wesley Chapel DRI and determined that the existing housing supply is adequate to meet the anticipated demand for very low-, low-, and moderate-income housing units.

s. Historical and Archaeological

The discovery of any significant historical or archaeological resources 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.

t. General Conditions

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

(2) Should the Applicant/Developer divest himself of all interest in the project prior to the expiration of this Amended and Restated DRI/DO, the Applicant/Developer shall designate the successor entity to be responsible for preparation of the biennial report.

(3) If there is an internal conflict between provision(s) of this Amended and Restated DRI/DO, then the more stringent provision(s) shall prevail.

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

(5) Should development significantly depart from the parameters set forth in the ADA to an extent that such departure or change creates a reasonable likelihood of additional regional impact, or creates any type of regional impact not previously reviewed by the regional planning agency, the project will be subject to substantial deviation review pursuant to Section 380.06, F.S.

(6) Approval of The Grove at Wesley Chapel DRI shall, at minimum, satisfy the provisions of Subsection 380.06(15), F.S., and the following provisions of the FAC, Rule 9J-2.041, Listed Plant and Wildlife Resources Uniform Standard Rule; Rule 9J-2.044, Hazardous Material Usage, Potable

Water, Wastewater, and Solid Waste Facilities Uniform Standard Rule; Rule 9J-2.043, Archaeological and Historical Resources Uniform Standard Rule; Rule 9J-2.045, Transportation Uniform Standard Rule; and 9J-2.048, Adequate Housing Uniform Standard Rule.

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

(8) The acreage associated with the multifamily development may range from 12.5 to 24.0 acres so long as the number of multifamily units does not exceed 300 as proposed.

6. Procedures

a. Biennial Reports

(1) Monitoring of The Grove at Wesley Chapel DRI by the County shall be the responsibility of the County Administrator or his designee.

(2) The Applicant/Developer shall provide a biennial report on the required form to the Pasco County Growth Management Department, the TBRPC, and the FDCA on the two (2) year anniversary date of final adoption of this Amended and Restated DRI/DO and every two (2) years during the term of this Amended and Restated DRI/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 Amended and Restated DRI/DO.

(3) If the biennial report is not submitted within sixty (60) days after the due date, Pasco County shall notify the Applicant/Developer and shall declare the project not to be in compliance with this Amended and Restated DRI/DO. Should the report not be submitted within thirty (30) days after such notification, all on-going development activity, the further issuance of Building Permits, and the extension of services to the project shall cease immediately 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 Applicant/Developer shall include:

(a) The cumulative number of units developed through the Land Use Equivalency Matrix.

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

(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 Applicant/Developer has met the conditions.

b. Amendments/Substantial Deviations

(1) Proposed changes to this Amended and Restated DRI/DO are subject to review pursuant to the provisions of Section 380.06(19), F.S., as amended, prior to implementation of such changes. Application to amend any provision of this Amended and Restated DRI/DO shall be made on the required form (NOPC to a Previously Approved DRI), and shall be provided by the Applicant/Developer to the TBRPC, FDCA, and 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(14)(a), F.S., as amended.

(2) The Clerk of the Board of County Commissioners shall return six (6) signed and certified copies of this Amended and Restated DRI/DO; the Notice of Adoption; and an additional original, executed Notice of Adoption to the Pasco County Growth Management Department. The Pasco County Growth Management Department shall then send copies of each document to the FDCA, TBRPC, and to attorneys of record in these proceedings.

(3) The DO shall be deemed rendered upon transmittal of copies to all recipients identified in Chapter 380, F.S.

7. Severability

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

8. This resolution shall take effect immediately upon its adoption.



~~DONE~~ AND RESOLVED this 13th day of March, 2007.

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

[Signature]
JED PITTMAN, CLERK

[Signature]
ANN HILDEBRAND, CHAIRMAN

WITNESSES:

APPROVED

By: MAR 13 2007

Print

Its _____
Title

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

[Signature]
ATTORNEY

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGE(S) 1-98 OF 98 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS
13th day of March, 2007
JED PITTMAN, CLERK TO THE BOARD
BY: [Signature] D.C.

Exhibits

Exhibit A: Application for Development Approval and Sufficiency Responses

Exhibit B: TBRPC NOPC Report

Exhibit C: Legal Description

Exhibit D: Developer's Commitments

Exhibit E: Land Use Equivalency Matrix

Exhibit F: Proportionate Share Calculations

Exhibit G: Site Related Improvements

Exhibit H: Map H

Exhibit I: Development Agreement

EXHIBIT A

Application for Development Approval
Sufficiency Responses

EXHIBIT B

Tampa Bay Regional Planning Commission Report

EXHIBIT C

Legal Description

EXHIBIT C

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN SECTIONS 1 AND 12, TOWNSHIP 26 SOUTH, RANGE 19 EAST AND IN SECTIONS 6 AND 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE N. 00°10'15" E., ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1295.64 FEET; THENCE N. 89°43'21" E., A DISTANCE OF 216.47 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OAKLEY BOULEVARD FOR A POINT OF BEGINNING; THENCE N. 00°15'55" E., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, N. 89°43'21" E., A DISTANCE OF 1005.00 FEET; THENCE N. 00°15'55" E., A DISTANCE OF 1100.15 FEET; THENCE N. 89°39'07" E., A DISTANCE OF 278.41 FEET; THENCE N. 00°46'45" E., A DISTANCE OF 219.17 FEET; THENCE N. 89°17'01" E., A DISTANCE OF 1165.62 FEET; THENCE N. 00°15'48" E., A DISTANCE OF 808.67 FEET; THENCE S. 89°11'13" E., A DISTANCE OF 22.58 FEET; THENCE N. 00°10'01" E., A DISTANCE OF 145.31 FEET; THENCE S. 89°51'25" E., A DISTANCE OF 401.46 FEET; THENCE N. 00°59'33" E., A DISTANCE OF 89.74 FEET; THENCE S. 89°46'48" E., A DISTANCE OF 325.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE SOUTHERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 453.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 11609.16 FEET, DELTA OF ANGLE OF 02°14'26", AND A CHORD BEARING AND DISTANCE OF S. 35°00'42" W., 453.95 FEET); THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S. 33°53'29" W., A DISTANCE OF 5185.96 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, N. 74°41'47" W., A DISTANCE OF 1242.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OAKLEY BOULEVARD; THENCE N. 37°01'11" E., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 986.86 FEET; THENCE 1091.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1702.00 FEET, DELTA ANGLE OF 36°45'16", AND CHORD BEARING AND DISTANCE OF N. 18°38'33" E., 1073.19 FEET); THENCE N. 00°15'55" E., A DISTANCE OF 150.90 FEET TO THE POINT OF BEGINNING.

EXHIBIT D

Developer's Commitments

EXHIBIT D

DEVELOPER'S COMMITMENTS DRI #253 - OAKLEY PLAZA 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), the Second Sufficiency Response (SR2), the Third Sufficiency Response (SR3), or the Fourth Sufficiency Response (SR4):

GENERAL

The applicant proposes to supplement the infrastructure available to the site in accordance with the policies of the Comprehensive Plan and the Land Development Code. The project will connect to existing Pasco County public facilities (e.g. potable water, sanitary sewer and roadway systems. (ADA/Page 10.8)

VEGETATION AND WILDLIFE

1. The applicant intends to mitigate for impacts to gopher tortoises through donation to a Florida Fish and Wildlife Conservation Commission mitigation bank... (ADA/Page 12.6)
2. The Applicant will be submitting a [gopher tortoise take] permit request to the FFWCC to take these animals. Mitigation will be provided offsite, most likely a donation to a gopher tortoise mitigation bank approved by the FFWCC. (SR4/Page 12.1)

WETLANDS

1. No wetlands will be disturbed or altered. The ditch will be removed and replaced with a surface water management system appropriate to the land use. (ADA/Page 13.2)
2. The applicant is agreeable to working with Tampa Bay Water [to evaluate the establishment of potential ecological monitoring sites on the property should they be beneficial in the future as part of Tampa Bay Water's ecological monitoring program]. (SR1/Page 13.1)

WATER QUALITY

1. The surface water management system proposed for the site will be designed to protect surface water quality through the use of grass swale systems and surface water retention ponds. The design will incorporate the first one-half inch of runoff or runoff from the first inch of rainfall... To prevent adverse effects to ground water quality during construction, no excavation into the confining layers or underlying limestone is proposed. (ADA/Page 14.4)
2. The [stormwater management] system will be designed to reduce pollutant loads discharged from the site and mitigate development-related effects. (ADA/Page 14.4)
3. Construction Best Management Practices will be used to prevent construction related turbidity and erosion problems. A plan to regularly monitor and maintain, as necessary, erosion and turbidity control measures will be designed and implemented with input from the county and other regulatory agencies, as appropriate. (ADA/Page 14.4)
4. Appropriate conditions for the monitoring and collection of baseline data will be proposed during preparation of the development order. (SR1/Pages 14.1, 14.2 & 20.1)
5. There will be no underground petroleum storage tanks. There will be no auto body shop/paint facility on-site. (SR2/Page 10.1)

SOILS

1. In areas to be developed, unsuitable soils will be removed and replaced with suitable materials. (ADA/Page 15.1)

2. All buildings will be constructed on compacted fill materials with habitable structure finished floor elevations set at or above the determined 100-year flood elevation. (ADA/Page 15.1)
3. Unsuitable soils will be utilized for the creation of landscape berms to the extent possible. Additional unsuitable materials will be disposed of based on plans approved by local government agencies. (ADA/Page 15.2)
4. The Applicant acknowledges that appropriate subsurface investigations may need to be done prior to construction of stormwater/floodplain compensation ponds. These investigations will be those routinely performed to support issuance of required permits. (SR3/Page 15.1)
5. The Applicant has worked with the Department of Environmental Protection (DEP) in response to the above comments. Language proposed as a development order condition has been accepted by DEP [was included as SR4/Exhibit 15-3]. (SR4/Page 15.2)

FLOODPLAINS

1. In general, floodplain impacts will be mitigated at a 1:1 ratio with the proposed mitigation area being located within the same basin as the floodplain impacts. (ADA/Page 16.1)
2. There will be no increase in the potential for off site flooding due to the development of this site. (ADA/Page 16.2)

WATER SUPPLY

1. No on site [water] wells are proposed with this project. (ADA/Page 17.2)
2. Oakley Plaza will encourage the practice of water conservation in both the residential and non-residential components of the project... Xeriscaped common areas will be encouraged throughout the project to reduce the demand for water supply. (ADA/Page 17.3)
3. When available, water for irrigation and other non-potable purposes will be taken from the stormwater management ponds and any reclaimed water sources adjacent to the site. (SR1/Page 10.1)
4. Water conservation fixtures, appliances and other water conserving devices and implementation of xeriscape principles will be encouraged through the property owner's association and/or recommended building design standards. (SR1/Page 17.1)
5. The Applicant will implement an integrated pest management program to address the responsible use of water, pesticides, herbicides and fertilizers to minimize groundwater contamination. In addition, the Applicant will also agree to incorporate landscaping principles of the Florida Yards and Neighborhoods Program in the multi-family residential areas of the Development. Where available, reclaimed or another non-potable water source will be utilized for irrigation. (SR1/Page 17.2)

WASTEWATER MANAGEMENT

1. All portions of the development will be served by the proposed sanitary sewer system. Consequently, no permanent septic tanks will be installed. (ADA/Page 18.2)
2. All wastewater flows from the project will be collected and directed to the public wastewater treatment plant. (SR1/Page 10.1)

STORMWATER MANAGEMENT

1. The stormwater management areas will be designed with 4:1 side slopes and stabilized with sod. This will minimize erosion and allow for easy maintenance of the slopes. (ADA/Page 15.2)
2. All development runoff will receive a minimum of one inch of treatment prior to discharge from the site. (ADA/Page 19.2)
3. The proposed ponds will contain a littoral shelf that comprises approximately 35% of the pond area at the normal water level (NWL). The littoral shelf vegetation provides biological treatment to the stormwater passing through and over the shelf through nutrient uptake. The first one-inch of runoff from each basin will be treated in the lakes between normal water level (NWL) and the design low water (DLW). These types of

ponds provide for a minimum of 36 hours and a maximum of 60 hours to discharge half of the treatment volume. The remaining volume will be drawn down in 120 hours. (ADA/Page 19.4)

4. Stormwater runoff from the site will be routed to the on-site stormwater ponds. (SR1/Page 10.2)
5. Maintenance of all stormwater facilities will be the responsibility of the developer or its assignee... (SR1/Page 10.2)
6. The Applicant will commit to not breaching the confining clay layers or contacting the limestone aquifer during the construction of any needed storm/surface water retention or treatment systems. (SR1/Page 19.3 & SR2/Page 19.1)

SOLID WASTE/HAZARDOUS WASTE/MEDICAL WASTE

There will be no underground petroleum storage tanks. There will be no auto body shop/paint facility on site. (SR2/Page 10.1)

TRANSPORTATION

The applicant will provide sidewalks and bike lanes consistent with requirements of the Pasco County Land Development Regulations. (SR1/Page 21.3)

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 include sodding, seeding, mulching, or planting of landscaped material in cleared and disturbed areas. Watering procedures will be employed as necessary to minimize fugitive dust. (ADA/Page 22.1)

HURRICANE PREPAREDNESS

The developer will coordinate plans prepared for permitting and construction of the proposed multi-family residential buildings with Pasco County's Emergency Management Department. (SR1/Page 23.1)

AFFORDABLE HOUSING

1. The development will increase the supply of safe, affordable, and sanitary housing in the region by providing multi-family housing types. (ADA/Page 10.6)
2. The entire residential development component of this project will be renter-occupied. (ADA/Page 24.1)

RECREATION AND OPEN SPACE

1. Recreation uses typically associated with multi-family development are also anticipated on site and will meet the Recreation Facilities Performance Standards listed in the Comprehensive Plan. (ADA/Page 10.5)
2. Oakley Plaza will meet the recreation and open space goals and objectives of the Pasco County Comprehensive Plan by providing recreational facilities for residents of multifamily development and through the County's adopted parks and recreation impact fees. (ADA/Page 26.1)

EDUCATION

The proposed development will be required to pay school impact fees at the time residential building permits are issued. (SR1/Page 27.1)

EXHIBIT E

Land Use Equivalency Matrix

TABLE 1
EQUIVALENCY MATRIX
Oakley Plaza
(Revised 10/06)

Change To:	Office	Movie Theater
Change From:		
Retail:	1,493 sf/ksf (1.4927) 2	33.50 seats/ksf (33.5000) 2

1. Land use exchanges are based on net external p.m. peak hour peak two-way project traffic. Use of this matrix shall be limited to the following minimum and maximums to ensure that impacts for transportation, water, wastewater, solid waste, and affordable housing (total demand shall not exceed 612 dwelling units based on the following rates: Retail (0.733) dus/ksf; Office 3.35 dus/ksf; and Movie Theater .006 dus/seat) are not exceeded:

Land Use	Minimum	Approved	Maximum
Retail	0 sfgla	736,492 sfgla	835,000 sfgla
Multifamily	300 dus	300 dus	300 dus
Office	0 sf	0 sf	175,000 sf
Movie Theater	0 seats	3300 seats	3300 seats

2. Actual Equivalency factor for use in calculations

3. Example: Add 100,000 s.f. of retail in exchange for theater seats: 100 times 33.5 = 335 seats that need to be removed in exchange for retail.

TABLE 2
 PM PEAK HOUR BUILDOUT TRIP GENERATION
 Oakley Plaza
 (Revised 10/06)

Land Use	ITE Land ¹ Use Code	Size	Gross P.M. Peak Hour		Internal Capture		Passer-By Capture		Net P.M. Peak Hour		Peak Two-way External Trip Rate
			In	Out	In	Out	In	Out	In	Out	
Retail	820	736,492 sf	1111	1206	32	38	250	270	829	898	2.345/ksf
Multi-Family	220	300 dus	121	60	38	32	0	0	83	28	n/a
Movie Theater	444	3,300 seats	127	104	0	0	0	0	127	104	0.070/seat
TOTAL			1359	1370	70	70	250	270	1039	1030	
Alternate Land Use											
Office	710	175,000 sf	47	228	0	0	0	0	47	228	1.571/ksf

1. ITE's Trip Generation, 7th Edition. Total external trip generation is 2,069 net PM peak hour external primary trips.

TABLE 2

PM PEAK HOUR BUILDOUT TRIP GENERATION
Oakley Plaza
(Revised 8/04)
10/06

Land Use	ITE Land ^{1,2} Use Code	Size	Gross P.M. Peak Hour		Internal Capture		Passer-By Capture		Net P.M. Peak Hour		Peak Two-way External Trip Rate
			In	Out	In	Out	In	Out	In	Out	
Retail	820	835,000 sf	4223	4325	32	38	250	270	941	1017	2.345/ksf
Retail	820	736,492 sf	1111	1206	32	38	250	270	829	898	n/a
Multi-Family	220	300 dUs	121	60	38	32	0	0	83	28	0.070/seat
Movie Theater	444	3,300 seats	127	104	0	0	0	0	127	104	
TOTAL			1359	1370	70	70	250	270	1039	1030	
Alternate Land Use											
Auto Mall	844	900,000 sf	793	4190	497	497	0	0	596	993	4.766/ksf
Office	710	175,000 sf	47	228	0	0	0	0	47	228	1.571/ksf
Movie Theater	444 ²	2,400 seats	92	76	0	0	0	0	92	76	0.070/seat

1. ITE's Trip General Manual, 6th Edition, see Table 21.4 of DR/ADA for additional information regarding trip generation details and assumptions, as well as the appended information provided herein.
2. ITE Trip Generation Manual, 7th Edition. Total external trip generation is 2,069 net PM peak hour external primary trips. All external trip generation calculations are based on the conversion ratios from the adopted Development Order. The 6th Edition of ITE contained an error regarding this land use; ITE 6th Edition is double that of ITE 5th Edition and ITE 6th Edition. ITE 5th Edition is generally the same as ITE 7th Edition. Therefore ITE 7th Edition was used for this land use herein to correct the error in ITE 6th Edition.

TABLE 3
UTILITY/EMPLOYMENT EQUIVALENCY COMPARISON
Oakley Plaza
 (Revised 10/06)

Land Use	Base Size ¹	Auto Mall Equivalent ²		Office Equivalent		Movie Theater Equivalent		Maximum Allowable ³ Additional Development
		Size	Comment	Size	Comment	Size	Comment	
Retail	1,000 sf	1,328 sf	--	1,493 sf		33.50 seats	--	
Water Wastewater Solid Waste Aff. Housing	120 gpd 102 gpd 10 lbs 0.733 empo	159.4 hpd 135.5 gpd 13.3 lbs 0.97 emp.	> Retail > Retail > Retail > Retail	209.0 gpd 177.7 gpd 14.9 lbs/day 5.00 emp	> Retail > Retail > Retail > Retail	98.15 gpd 89.45 gpd 44.56 lbs/day 0.20 emp	< Retail < Retail > Retail < Retail	- Auto Mall exceeds Retail on all factors; Aff. Housing is the controlling factor; Auto Mall should be limited to 835,000 sf. - Office exceeds Retail on all factors; Aff. Housing is the controlling factor; Office should be limited to 182,594 sf or less. - Movie Theater exceeds Retail on Solid Waste; Movie Theater should be limited to 5,278 seats or less.

- 1 Base size for Land Use obtained from Table 1. Water, wastewater, solid waste, and affordable housing rates obtained from ADA for the Auto Mall and the Retail land use. The ADA assessed Auto Mall with the same rates typically used for retail facilities. Therefore the rates for the two land uses are the same. Office rates are as follows: water 140 gpd; wastewater 119 gpd; solid waste 10 lbs/day; and affordable housing 3.35 emp. Movie Theater rates are as follows: water 2.93 gpd; wastewater 2.67 gpd; solid waste 1.33 lbs/day; and affordable housing 0.006 emp.
- 2 Equivalent Land Use size based on use of Equivalency Matrix
- 3 Maximum allowable limits identified herein are based on worst-case utility or employment basis.

EXHIBIT E
TABLE 3 –IMPACT ON UTILITIES FOR RETAIL/MOVIE THEATER LAND-USE
TRADE-OFF FOR OAKLEY PLAZA DO

Land Use: Retail (98,508 s.f. decrease) Movie Seats (3,300 seat increase)

Utility Impacts:

Water:	120 gpd/1,000 sf or 11,820.96 gpd (98,508 s.f.)	2.93 gpd/seat or 9,669.49 gpd (3,300 seats)
--------	---	--

Wastewater:	102 gpd/1,000 s.f. or 10,047.81 gpd (98,508 s.f.)	2.67 gpd/seat or 8,811 gpd (3,300 seats)
-------------	---	---

Solid Waste:	10 lbs/day/1,000 s.f. 985 lbs/day (98,508 sf.)	1.33 lbs/day/seat 4,389 lbs/day (3,300 seats)*
--------------	---	---

Affordable Housing: See attached Table 3-A.

* While solid waste generation is increased, according to the DO, the limit on movie theater seats for solid waste generation is noted in former Table 3 as 6,278 seats or less. The exchange of retail noted herein is 3,300 seats, which is 52.5 percent of the upset limit on maximum theater seats.

EXHIBIT E

Table 3-A
OAKLEY DO
CALCULATION OF EXHIBIT E EQUIVALENCY MATRIX
AFFORDABLE HOUSING

Adopted Matrix assumes the following:

Affordable Housing Demand: Not to exceed 612 dus

Demand Assumptions:

Retail: 0.733 dus/ksf

Office: 3.35 dus/ksf

Movie
Theater: .006 dus/seat

Calculation based upon development of 736,492 sf of retail:
 $736.492 \times .733 = 539.84$ dus

Calculation based upon development of 3300 movie theater seats:
 $3300 \times .006 = 19.8$ dus

Total Generated Demand for Dus: 559.64 or 560 units

Total demand generated by 98,508 sf. of retail = .733 times 98.508 = 72.2 units
Total demand generated by 3300 theater seats = .006 x 3300 = 19.8 units

Difference in demand = -52.4 units for theater.

EXHIBIT F

Proportionate Share Calculations

EXHIBIT F
Proportionate Share Calculations (Tables 21-10 and 21-11)
(Page 1 of 2)

TABLE 21-10 (revised December 2004)										
ROADWAY IMPROVEMENT PROPORTIONATE SHARE ¹										
Oakley Plaza DRI										
Project Buildout With Reverse Frontage Rd.										
Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile ²	Peak Hour Project Traffic	Service Volume Increase ³	% Project Traffic ⁴	Improvement Cost	Proportionate Share Amount
SR 54	I-75 to C.R. 581 – EB	4 LD	0.25	6 LD	2,328,673	341	930	36.67	582,168	213,462
SR 54	I-75 to C.R. 581 – WB	4 LD	0.25	6 LD	2,328,673	334	930	35.91	582,168	209,080
I-75	S.R. 56 to C.R. 54 – NB	4 LX	3.56	6 LX	1,446,701	285	1,570	18.15	5,150,256	934,919
I-75	S.R. 56 to C.R. 54 – SB	4 LX	3.56	6 LX	1,446,701	291	1,570	18.54	5,150,256	954,602
I-75	I-275 to S.R. 56 – NB	4 LX	1.00	6 LX	2,378,203	145	1,570	9.24	2,378,203	219,643
I-75	I-275 to S.R. 56 – SB	4 LX	1.00	6 LX	2,378,203	148	1,570	9.43	2,378,203	224,187
TOTAL									16,221,253	2,755,892
¹ The applicant commits to constructing the Gateway Bl. Extension from CR 54 to Dayflower Bl. (a four lane divided roadway) and the portion of Dayflower Bl. from the Gateway Bl. Extension to Oakley Bl. (a three lane roadway) as a site access improvement. The applicant also commits to widening Oakley Bl. from two lanes to four lanes from the southern access driveway to Dayflower Bl. and widening Oakley Bl. from one lane northbound to two lanes northbound from CR 54 to Dayflower Bl. These improvements will not receive credit against Impact Fees or Proportionate Share.										
² See Per Mile Roadway Improvement Costs documentation.										
³ Future Service Volume less Existing Service Volume										
⁴ Project Traffic divided by Service Volume Increase										

EXHIBIT F
Proportionate Share Calculations(Tables 21-10 and 21-11)
(Page 2 of 2)

TABLE 21-11 (revised December 2004)					
INTERSECTION IMPROVEMENT PROPORTIONATE SHARE					
Oakley Plaza DRI					
Project Buildout With Reverse Frontage Rd.					
Intersection	Required Improvement ³	Cost ¹	% Project Traffic ²	Proportionate Share	
S.R. 54/Bruce B. Downs Bl.	WB left & EB drop thru lane	\$ 679,037	69.1	\$ 469,215	
I-75/S.R. 54	WB right turn lane	\$ 176,414	44.1	\$ 77,799	
TOTAL		\$ 855,451		\$ 547,014	
¹ Thru lane costs see Table 21-10. Turn lane costs see Pasco County MPO letter of April 14, 2004.					
² Project Traffic as a percentage of Increased Service Volume.					
³ Includes Right-of-Way cost of \$20.00 per square foot for SR 54 and \$10.00 per square foot for Old Pasco Rd.					



PASCO COUNTY, FLORIDA

FAX
DADE CITY
LAND O' LAKES
WEST PASCO

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

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

*Port Mgmt
Rec'd* 4/16/04
4/19/04

April 14, 2004

Mr. Randy Coen, AICP
Coen & Company
P.O. Box 10858
Tampa, FL 33679-0858

RE: Cypress Creek Town Center -- Development of Regional Impact

Dear Mr. Coen:

Attached are comments regarding the proportionate share from the Pasco County Metropolitan Planning Organization (MPO) consisting of the following:

1. April 7, 2004 e-mail from Ali Atefi.
2. April 7, 2004 comments from URS (2 pages).
3. "Cypress Creek Town Center DRI -- Phase 1 (2008) Roadway Improvement Proportionate Share Without the Applicant's Proposed North/South Road with Existing Cypress Creek Run", dated April 7, 2004.
4. "Cypress Creek Town Center DRI Intersection Improvement Proportionate Share without North/South Road".

If you have any questions, call (727) 847-8193, extension 7848.

Sincerely,


Deversray L. Garner
Planner II
Attachment

cc: John Meyer, DRI Coordinator, Tampa Bay Regional Planning Council, 4000
Gateway Center, Suite 100, Pinellas Park, FL 33782

Deversray Garner

From: Ali Atefi
Sent: Wednesday, April 07, 2004 2:27 PM
To: Deversray Garner
Cc: Bipin Parikh; Samuel Steffey II
Subject: cypress creek town center proportionate share cost table by mpo.

We have completed our review and finalization of the proportionate share table for cypress creek town center DRI.
The attached is the proportionate share tables for road segments and Intersection Improvements .
In addition attached is one page description of Important disclaimers and a summary of all the changes from the table originally submitted by the applicant's engineer .
In summary the original prop share by applicant is 19 mil .mpo table is 31 mil

Ali Atefi, P.E.
Pasco County
Metropolitan Planning Organization



**CYPRESS CREEK TOWN CENTER DRI
Review Comments - Sufficiency Response
April 7, 2004**

URS has been retained by Pasco County to review the above referenced DRI traffic study. Also, URS has assisted Pasco County and FDOT in the efforts to calculate a "Proportionate Share" dollar amount that identifies the developer's fair share cost to mitigate its traffic impacts on those significantly and adversely impacted roadways. The following is a summary of major issues regarding the final proportionate share calculations:

- Finalizing and agreeing on a proportionate share amount prepared for the Pasco County Metropolitan Planning Organization (MPO) does not necessarily mean that Pasco County MPO has accepted or deemed complete the last version of the traffic study.
- Allowing a proportionate share payment is at the discretion of Pasco County and its actual dollar amount may be subject to changes due to additional comments from the Florida Department of Transportation (FDOT) and the Tampa Bay Regional Planning Council (TBRPC). Any other mitigation option may require the re-evaluation of the latest submitted traffic study for Phase 1.
- The Applicant is not requesting Phase 2 approval at this time. Phase 2 DRI transportation issues should be evaluated at a later date by a revised traffic study.
- The road improvement costs for the significantly and adversely impacted roadways are in 2002 dollars, except for the sections of I-75 and SR 54 impacted by this DRI, which are in 2003 dollars. The proportionate share amount shall be adjusted to account for the effects of inflation based on the actual year of construction of these road improvements.
- The Applicant's proportionate share is significantly lower than the one calculated by Pasco County MPO primarily due to assumptions used in the construction costs. Specifically, the costs used in the Pasco County proportionate share version are based on a per-lane mile cost estimates developed by FDOT and based on the latest available design for I-75 and SR 54. On the other hand, the Applicant's proportionate share amount is based on FDOT's 2002 Transportation Costs.
- The Applicant's proportionate share does not include the improvement costs for four-laning of CR 54 from the site to Old Pasco Road. The version developed by URS for Pasco County and FDOT does include these costs.

Marina Pennington, AICP, Community Program Administrator, Florida Department
of Community Affairs, 2555 Shumard Oak Blvd., Tallahassee, FL 32399-2100
Bipin Parikh, P.E., Assistant County Administrator (Development Services)
Samuel P. Steffey II, Growth Management Administrator
David Goldstein, Assistant County Attorney III
Ali Atefi, P.E., Engineer III
Michael LaSala, AICP, Senior Planner

-
- The I-75/SR 56 improvement of an additional eastbound left-turn and the two additional through lanes (one eastbound through lane/one westbound through lane) do not reflect the cost of reconstructing the I-75/SR 56 interchange overpass bridge.

CYPRESS CREEK TOWN CENTER DRI
INTERSECTION IMPROVEMENT PROPORTIONATE SHARE - WITHOUT NORTH / SOUTH ROAD

Intersection	Required Improvement ¹	Cost ²	% Project Traffic ³	Proportionate Share
SR 54/US 41	NB Right	\$258,000	65.9%	\$170,022
CR 54/Collier Pkwy.	SB Left & Right	\$283,000	51.0%	\$144,330
SR 54/SR 58	SB 2 Thru, Right, NB 2 Left, 2 Thru, Right	\$830,000	70.7%	\$586,810
SR 54/CR 581	NB Right; WB Left	\$283,000	39.2%	\$110,936
SR 58/I-75 ⁴	EB Left (for Dual Left-turn lanes); NB Left (3-left)	\$100,000	100.0%	\$100,000
CR 58/CR 581	EB Right; NB Left	\$175,000	39.2%	\$68,600
County Line Rd/Livingston Rd	Realignment, Signalization	\$480,000	32.9%	\$157,920
CR 581/Cross Creek Blvd	NB/SB/EB/WB Thru & Left	\$100,000	10.0%	\$10,000
Phase 1 (2008) Total		\$2,509,000		\$1,348,618

¹ Thru lane improvement along SR 54 & SR 58 are included in the Roadway Improvement Proportionate Share

² Cost includes Right-of-way per FDOT 2002 Transportation Cost Handbook

³ Project Traffic as a percentage of Increased Service Volume from October 2002 sufficiency

⁴ Additional left-turn lane assumes the bridge does not have to be widened

CYPRESS CREEK TOWN CENTER DRG - PHASE 1 (2008)
ROADWAY IMPROVEMENT PROPORTIONATE SHARE
WITHOUT THE APPLICANT'S PROPOSED NORTHSOUTH ROAD
WITH EXISTING CYPRESS CREEK RUN

ROAD	IMPROVEMENT	EXISTING LANE	LOS Standard / Area Type	EXISTING SERVICE VOLUME @ LOS 85%	LENGTH (MILES)	IMPROVED LANE	IMPROVED SERVICE VOLUME	COST PER MILE by DIRECTION	PEAK HOUR PROJECT TRAFFIC	PERCENTAGE VOLUME INCREASE	% PROJECT TRAFFIC OF SERVICE VOLUME	IMPROVEMENT COST (per mile)	PROPORTIONATE SHARE
SR 84	US 41 - Culver Ferry, NB	4 LD	D/U	1800	1.786	8 LD	2700	\$1,082,348	321	830	0.2376	\$1,082,348	\$1,082,348
	US 41 - Culver Ferry, WB	4 LD	D/U	1800	1.786	8 LD	2700	\$1,082,348	253	830	0.2720	\$1,082,348	\$1,082,348
	Culver Ferry - Lighthouse Rd, NB	4 LD	D/U	1800	0.811	8 LD	2700	\$1,082,348	411	830	0.4419	\$1,082,348	\$1,082,348
	Culver Ferry - Lighthouse Rd, WB	4 LD	D/U	1800	0.811	8 LD	2700	\$1,082,348	470	830	0.5054	\$1,082,348	\$1,082,348
	Lighthouse Rd - Cypress Creek Run, NB	4 LD	D/U	1800	1.222	8 LD	2700	\$1,082,348	500	830	0.6011	\$1,082,348	\$1,082,348
	Lighthouse Rd - Cypress Creek Run, WB	4 LD	D/U	1800	1.222	8 LD	2700	\$1,082,348	485	830	0.5847	\$1,082,348	\$1,082,348
	Cypress Creek Run - SR 84, NB	4 LD	D/U	1800	0.485	8 LD	2700	\$1,082,348	500	830	0.6011	\$1,082,348	\$1,082,348
	Cypress Creek Run - SR 84, WB	4 LD	D/U	1800	0.485	8 LD	2700	\$1,082,348	719	830	0.8663	\$1,082,348	\$1,082,348
CR 84	SR 84 - SR 84, NB	2 L	D/U	800	0.840	8 LD	2700	\$1,082,348	150	1000	0.1500	\$1,082,348	\$1,082,348
	SR 84 - SR 84, WB	2 L	D/U	800	0.840	8 LD	2700	\$1,082,348	200	1000	0.2000	\$1,082,348	\$1,082,348
	SR 84 - SR 84, NB	2 L	D/U	800	0.840	8 LD	2700	\$1,082,348	230	1000	0.2300	\$1,082,348	\$1,082,348
	SR 84 - SR 84, WB	2 L	D/U	800	0.840	8 LD	2700	\$1,082,348	231	1000	0.2310	\$1,082,348	\$1,082,348
	SR 84 - SR 84, NB	4 LD	C/T	1730	0.300	8 LD	2800	\$1,082,348	204	870	0.2345	\$1,082,348	\$1,082,348
	SR 84 - SR 84, WB	4 LD	C/T	1730	0.300	8 LD	2800	\$1,082,348	204	870	0.2345	\$1,082,348	\$1,082,348
SR 84	SR 84 - SR 84, NB	4 LD	C/T	1730	0.300	8 LD	2800	\$1,082,348	320	870	0.3679	\$1,082,348	\$1,082,348
	SR 84 - SR 84, WB	4 LD	C/T	1730	0.300	8 LD	2800	\$1,082,348	323	870	0.3713	\$1,082,348	\$1,082,348
	SR 84 - SR 84, NB	4 LD	C/T	1730	0.300	8 LD	2800	\$1,082,348	1044	870	1.2230	\$1,082,348	\$1,082,348
	SR 84 - SR 84, WB	4 LD	C/T	1730	0.300	8 LD	2800	\$1,082,348	812	870	0.9333	\$1,082,348	\$1,082,348
CR 84	County Line Rd - Cypress Creek Blvd, NB	4 LD	C/T	1730	1.804	8 LD	2800	\$1,082,348	100	870	0.1253	\$1,082,348	\$1,082,348
	County Line Rd - Cypress Creek Blvd, WB	4 LD	C/T	1730	1.804	8 LD	2800	\$1,082,348	218	870	0.2506	\$1,082,348	\$1,082,348
SR 84	City of Thompson City Limits - SR 84 SR 84 Agent, NB	4 LX	C/T	2000	1.800	8 LX	4400	\$1,082,348	304	1570	0.1936	\$1,082,348	\$1,082,348
	City of Thompson City Limits - SR 84 SR 84 Agent, WB	4 LX	C/T	2000	1.800	8 LX	4400	\$1,082,348	348	1570	0.2217	\$1,082,348	\$1,082,348
	SR 84 - SR 84, NB	4 LX	C/T	2000	1.800	8 LX	4400	\$1,082,348	873	1570	0.5561	\$1,082,348	\$1,082,348
	SR 84 - SR 84, WB	4 LX	C/T	2000	1.800	8 LX	4400	\$1,082,348	427	1570	0.2720	\$1,082,348	\$1,082,348
	SR 84 - SR 84, NB	4 LX	C/T	2000	3.470	8 LX	4400	\$1,082,348	294	1570	0.1872	\$1,082,348	\$1,082,348
	SR 84 - SR 84, WB	4 LX	C/T	2000	3.470	8 LX	4400	\$1,082,348	839	1570	0.5344	\$1,082,348	\$1,082,348
Total - Phase 1 (2008)													

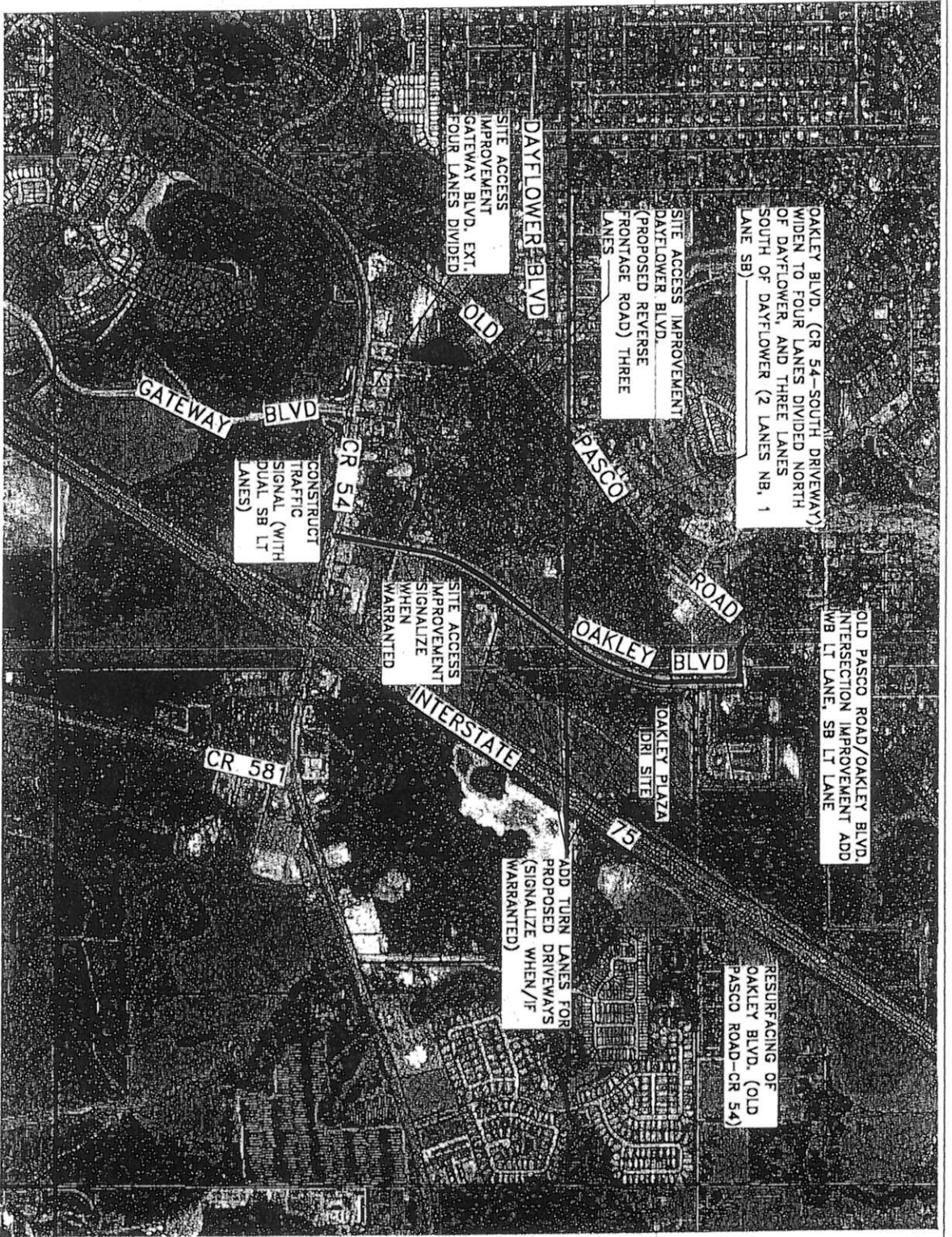
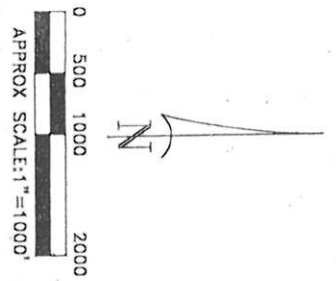
Notes: The cost for the road improvements are in 2008 dollars except for the SR 84 (US 41-SR 84) section which is in 2005 dollars.
 Future Proportionate Share payments will be adjusted to account for inflation based on the actual year of when the road improvement is to be constructed.
 The traffic volumes listed herein are only for proportionate share costs purposes.
 1. Distances obtained from FDOT's Straight Line Diagrams.
 2. Cost per mile based on FDOT's 2008 Transportation Costs or cost estimate for specific road segment by direction obtained from FDOT (see Table 2, below).
 3. Project listed from Table 21-6, (Response to Comments, October 2008) when it is the last version of the table within the NIS road.
 4. Proportionate Share = (Project Traffic / Service Volume Increased) * Cost of Road Segment Improvement

Table 2
Improvement Cost Estimates

FDOT Construction Code	Construction Cost	Per Mile	CU/L	Total Cost	Miles	Cost per Mile by Direction	Cost/Lane
Add 2-Lanes to existing 2-lanes (1-lane)	\$1,012,000	\$506,000	\$1,012,000	\$4,200,120		\$2,100,060	
Add 2-Lanes to existing 4-lanes (1-lane)	\$2,704,000	\$1,352,000	\$2,704,000	\$1,740,200		\$1,352,154	
new 2-lane road (1-lane)	\$4,000,000	\$2,000,000	\$4,000,000	\$7,710,220		\$2,770,225	\$2,770,225
SR 84 - SR 84 for 2-lanes	\$20,000,000	\$10,000,000	\$20,000,000	\$10,000,115	4.111	\$11,873,808	\$1,400,701
SR 84 (US 41 - SR 84) without ROW Costs	\$20,000,000	\$10,000,000	\$20,000,000	\$20,000,000		\$20,000,000	
SR 84 - SR 84 for 2-lanes	\$20,000,000	\$10,000,000	\$20,000,000	\$20,000,000		\$20,000,000	
Add 2-lanes to existing 4-lanes (1-lane)	\$5,700,000	\$2,850,000	\$5,700,000	\$7,700,230		\$2,850,140	

EXHIBIT G

Site-Related Improvement Graphics



Gulf Coast Consulting, Inc.
Land Development Consulting
3201 42nd Ave., Suite 100
Tampa, FL 33611
Tel: 813-971-1000

PROJECT NO.

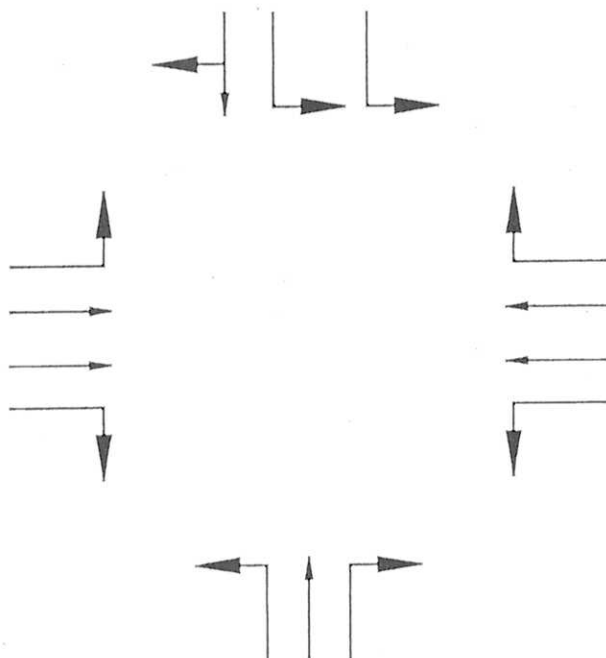
SHEET DESCRIPTION

OAKLEY PLAZA DRI
SITE SPECIFIC IMPROVEMENTS
WITH NO IMPACT PER CREDITS

DATE: 08/10/05
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

NO.	DESCRIPTION	DATE	BY	CHECKED	APPROVED
1	04-0152	08/10/05	[Signature]	[Signature]	[Signature]

269



CR 54/GATEWAY BLVD EXT
CONSTRUCT SB APPROACH (SB
DUAL LT AND SHARED
THROUGH/RT TURN LANE) AND
SIGNALIZE BY DEVELOPER EB LT
LANE AND WB RT LANE IS PART OF
PASCO COUNTY CR 54 WIDENING

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



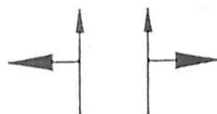
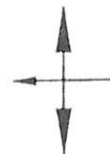
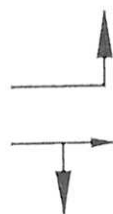
Gulf Coast Consulting, Inc.
 Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

1



OAKLEY BLVD/DAYFLOWER BLVD
CONSTRUCT EB APPROACH
ADD NB LANE ADD SB RT LANE,
SIGNALIZE IF WARRANTED ALL
BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



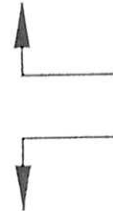
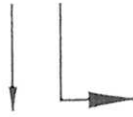
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

2



OLD PASCO ROAD/OAKLEY BLVD
ADD WB LT LANE, ADD SB
LT LANE BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



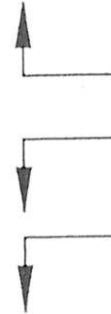
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

3



OAKLEY BLVD/SOUTH DRIVEWAY
ADD NB RT LANE ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE IF
WARRANTED ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



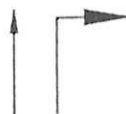
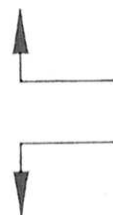
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

4



OAKLEY BLVD/CENTER DRIVEWAY

ADD NB RT LANE, ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE
IF WARRANTED, ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015

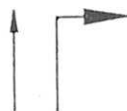
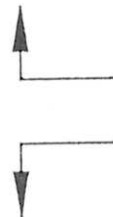
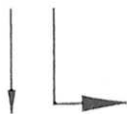


Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:
5



OAKLEY BLVD/NORTH DRIVEWAY

ADD NB RT LANE, ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE
IF WARRANTED, ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



Gulf Coast Consulting, Inc.
Land Development Consulting

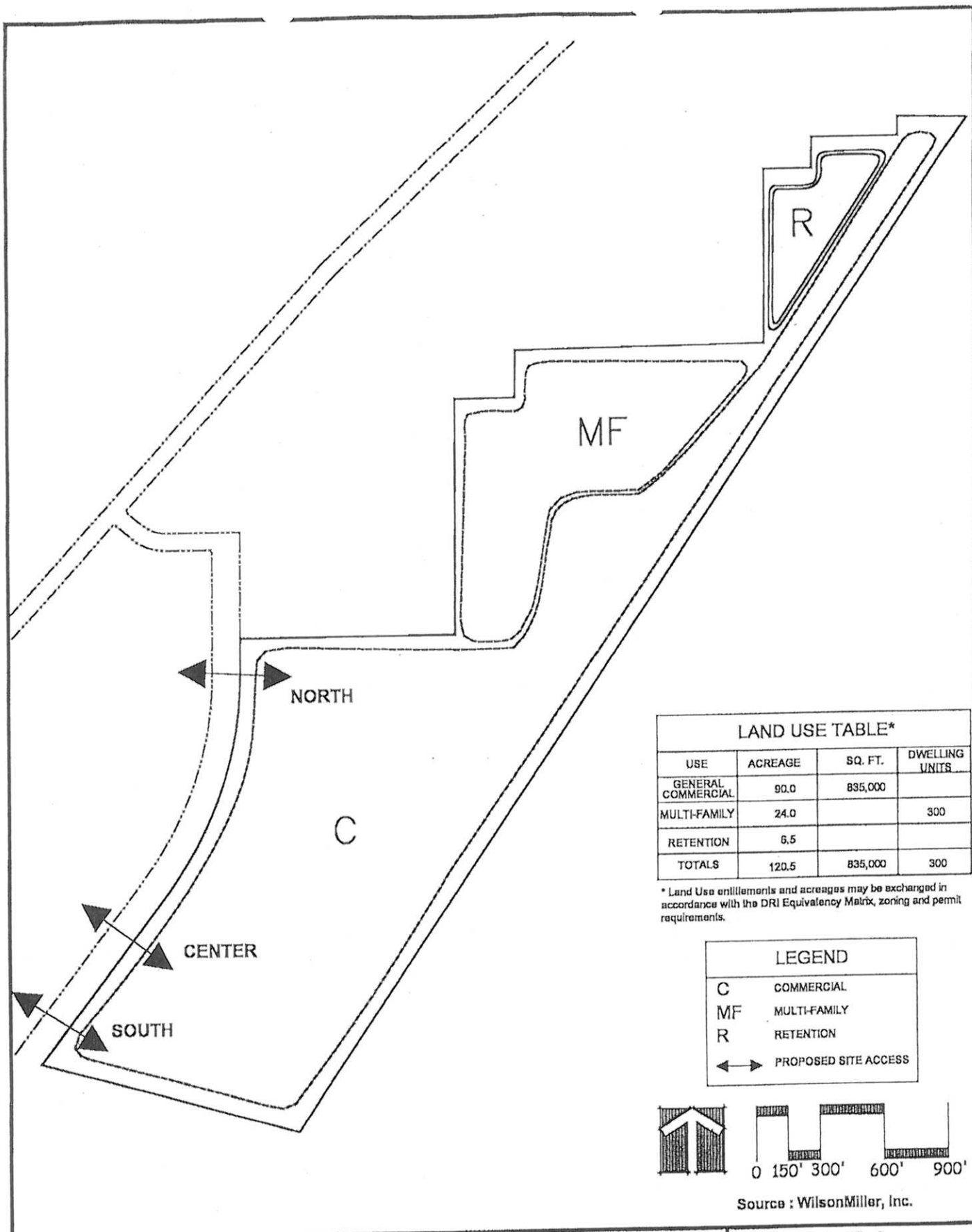
DATE:
01/2005

DRAWN BY:

FIGURE:
6

EXHIBIT H

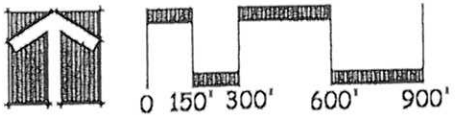
Map H



LAND USE TABLE*			
USE	ACREAGE	SQ. FT.	DWELLING UNITS
GENERAL COMMERCIAL	90.0	835,000	
MULTI-FAMILY	24.0		300
RETENTION	6.5		
TOTALS	120.5	835,000	300

* Land Use entitlements and acreages may be exchanged in accordance with the DRI Equivalency Matrix, zoning and permit requirements.

LEGEND	
C	COMMERCIAL
MF	MULTI-FAMILY
R	RETENTION
↔	PROPOSED SITE ACCESS



Source : WilsonMiller, Inc.

June 2002
(Revised
January
2005)

MAP H
MASTER
DEVELOPMENT
PLAN

OAKLEY PLAZA DRI

A Development of Regional Impact by:
Oakley Groves, Inc.

WilsonMiller, Inc.
Project Coordination, Planning
Transportation, Engineering
Biological Research Associates, Inc.
Environmental
Hobby, Greg, & Reeves
Legal Counsel
Fowler White Boggs Banker
Legal Counsel

EXHIBIT I

Development Agreement

**ROADWAY DEVELOPMENT AGREEMENT BETWEEN
PASCO COUNTY AND OAKLEY GROVES, INC., FOR
OAKLEY PLAZA DEVELOPMENT OF REGIONAL IMPACT NO. 253**

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called the "COUNTY," and OAKLEY GROVES, INC., a Florida corporation, owner of Oakley Plaza, hereinafter called the "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 development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and,

WHEREAS, on March 22, 2005, the COUNTY approved a development order with conditions for Development of Regional Impact (DRI) No. 253 (hereinafter "DO") in response to an Application for Development Approval ("ADA") for DRI No. 253 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Project"); and,

WHEREAS, Exhibit F to the DO described those roadways and intersections significantly impacted by the Project and the required improvements that are necessary to mitigate the impact based on the results of the transportation analysis conducted in conjunction with the ADA; and,

WHEREAS, Rule 9J-2.0245, Florida Administrative Code (FAC), allows the DEVELOPER and the COUNTY to mutually elect one of several transportation mitigation alternatives in order for the DEVELOPER to mitigate the transportation impacts of the Project, including the payment by the DEVELOPER of its proportionate-share contribution for roadway and intersection improvements; and,

WHEREAS, Rule 9J-2.0245, FAC, allows the DEVELOPER'S proportionate-share contribution to be applied to expeditiously construct one or more of the roadway improvements identified in the DO; and,

WHEREAS, the DO establishes the amount of Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) in 2003 dollars as the DEVELOPER'S proportionate-share contribution for the transportation impacts of the build out of the Project and requires the DEVELOPER to provide a cash contribution for the County's use in constructing the improvements to S.R. 54 as described in this agreement (the "Pipeline Project"); and,

WHEREAS, the DEVELOPER has committed to construct certain roadway improvements as site related and off-site access-related work within Pasco County rights-of-way and easements; and,

WHEREAS, the DEVELOPER and the COUNTY desire to enter into this written Development Agreement to provide further details concerning the obligations of the parties with respect to the Pipeline Project, site-related improvements, and off-site access-related improvements within COUNTY rights-of-way and easements and to ensure consistency between the DO and this Development Agreement.

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

1. WHEREAS CLAUSES

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

2. PURPOSE

It is the purpose and intent of this agreement to further set forth terms and conditions of the development approval of the Project, as defined pursuant to the DO, as the same relates to the design, right-of-way acquisition, permitting, and construction of the Pipeline Project and certain site-related improvements and off-site access-related improvements. This agreement is intended to define the terms and conditions of the COUNTY'S and the DEVELOPER'S participation in the Pipeline Project, as further defined herein, and the DEVELOPER'S obligations for certain site-related improvements and off-site access-related improvements as defined herein. All terms and conditions of this agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this agreement is identified in Exhibit A. The holder of the legal title is Oakley Groves, Inc., a Florida corporation.

b. Duration and Effective Date: This agreement shall be for duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this Development Agreement. The effective date of this Development Agreement shall be the same as the effective date of the DO.

c. Development Uses of Land: On March 22, 2005, the COUNTY will consider adoption of Petition No. 6342 to rezone the Project from A-C Agricultural, A-R Agricultural-Residential, R-1 Rural Density Residential, and C-2 General Commercial Districts to an MPUD Master Planned Unit Development District. Rezoning Petition No. 6342 and the DO will set forth the permitted uses for the Project.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through the roadway improvements described herein, including the Pipeline Project. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water lines along Old Pasco Road and Ryerson Road and sewer lines along Oakley Boulevard, subject to a Utilities Service Agreement with the COUNTY. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY'S Solid Waste Disposal and Resource Recovery System. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the DO; the COUNTY'S approved construction plans; and satisfaction of all COUNTY, State, and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations ("Reservations") and dedications for public purposes ("Right[s]-of-Way") shall be provided in accordance with the MPUD Master Planned Unit Development Conditions of Approval dated March 22, 2005, and this Development Agreement.

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

g. Findings: The COUNTY has found that the Project, as conditioned, permitted, and proposed, is consistent with the Pasco County Comprehensive Plan and to the extent not vested will be subject to the Pasco County Land Development Code.

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 are identified and included within the MPUD Master Planned Unit Development zoning conditions, DO conditions, and this Development Agreement.

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

j. Zoning and Comprehensive Plan Issues: The Pasco County Comprehensive Plan Future Land Use Map classification for the Project is MU (Mixed Use). Zoning for the Project is A-C Agricultural, A-R Agricultural-Residential, R-1 Rural Density Residential, and C-2 General Commercial. On March 22, 2005, the COUNTY will consider adoption of Petition No. 6342 to rezone the Project from A-C Agricultural, A-R Agricultural-Residential, R-1 Rural Density Residential, and C-2 General Commercial Districts to an MPUD Master Planned Unit Development District. The MPUD Master Planned Unit Development zoning of the Project is consistent with the land use classification for the Project established in the Future Land Use Element of the Pasco County Comprehensive Plan.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS—PIPELINE PROJECT

a. Proportionate-Share Amount: Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the DEVELOPER agrees to make a payment of the proportionate-share dollar amount of Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) (the "Proportionate-Share Payment") to the COUNTY for the construction of a pipeline project. Payment of this Proportionate Share shall be provided within twenty-four (24) months of the effective date of the DO. The actual Proportionate-Share Payment shall be calculated by applying, at the time of payment, the then current

Florida Department of Transportation Price Trends inflation factor to the Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) proportionate-share amount, which is expressed above in 2003 dollars. The DEVELOPER shall provide a Letter of Credit to guarantee the Proportionate-Share Payment in accordance with Section 8 of this agreement.

b. Identification of the Pipeline Project: The Pipeline Project to which the Proportionate-Share Payment will be applied is the widening of S.R. 54 from four (4) lanes to six (6) lanes from I-75 to County Road (C.R.) 581, which is one of the projects identified in Exhibit F to the DO (the "Pipeline Project"). The COUNTY will utilize the Proportionate-Share Payment to expeditiously design, permit, construct, and acquire right-of-way for the Pipeline Project.

c. Satisfaction of Developer's Proportionate Share: The Payment referenced in Paragraph 4.b above shall fully and completely satisfy the DRI transportation proportionate mitigation requirements of this development.

5. OTHER SITE-RELATED IMPROVEMENTS AND OFF-SITE ACCESS-RELATED IMPROVEMENTS

a. The DEVELOPER shall also design, permit, construct, and acquire all necessary right-of-way for the following improvements at its sole expense. These improvements, set forth in Paragraph 5.b-h shall hereafter be referred to collectively as the "Site-Related Improvements and Off-Site Access-Related Improvements." These improvements are not creditable against the proportionate-share dollar amount, mitigation obligation of the development nor creditable against the Pasco County Transportation Impact Fee requirements of the development in accordance with Pasco County Ordinance No. 94-03 as amended.

b. Widen Oakley Boulevard between Dayflower Boulevard and the south project drive-way from a total of two (2) lanes to a four (4) lane divided roadway within 130 feet of right-of-way.

(1) Widen Oakley Boulevard between C.R. 54 and Dayflower Boulevard to a three (3) lane (two [2] northbound lanes and one [1] southbound lane) roadway within 100 feet of right-of-way.

(2) Resurface in accordance with COUNTY standards and within 130 feet of right-of-way for the north-south portion of the roadway and within 60 feet for the east-west portion of the roadway; all remaining portions of Oakley Boulevard not subject to the widening referenced in this paragraph or the provisions of Paragraphs 5.c and 5.g below.

c. Improve the intersection of Old Pasco Road/Oakley Boulevard by adding a westbound to southbound, left-turn lane and southbound to eastbound, left-turn lane.

d. Construct the Gateway Boulevard Extension from C.R. 54 to the proposed Dayflower Boulevard as a four (4) lane divided, urban, cross-section roadway within 120 feet of right-of-way, including dual, southbound to eastbound, left-turn lanes and a shared through/right-turn lane, and signalize the intersection of C.R. 54/Gateway Boulevard to accommodate the above improvements.

e. Construct Dayflower Boulevard (a.k.a. the reverse frontage road) from Gateway Boulevard Extension to Oakley Boulevard as a three (3) lane urban, cross-section roadway within sixty (60) feet of the right of way. The intersection of Dayflower Boulevard/Gateway Boulevard shall be stop-sign controlled as needed.

f. Signalize the Oakley Boulevard/Dayflower Boulevard intersection when warranted.

g. Construct up to three (3) project driveways to Oakley Boulevard as needed with required turn lanes and signalize each driveway when and if warranted.

h. Convey all existing Oakley Boulevard stormwater facilities owned or controlled by the DEVELOPER, including all property related thereto, to the COUNTY within 120 days of the effective date of the DO.

i. Vertical Building Permits within the Project shall not be issued until the latter of:

(1) One (1) year after the effective date of the DO.

(2) Ninety (90) days after commencement of construction and the posting of Letters of Credit for all of the construction of the Site-Related Improvements and Off-Site Access-Related Improvements with the exception of any traffic signals referenced in Paragraphs 5.f and 5.g above that have not yet been determined to be warranted.

j. No Certificates of Occupancy (CO) shall be issued until all of the Site-Related Improvements and Off-Site Access-Related Improvements are completed and accepted by the COUNTY with the exception of any traffic signals referenced in Paragraphs 5.f and 5.g above that have not yet been determined to be warranted.

k. The DEVELOPER shall record a disclosure statement and provide a copy of such statement to each lessee and purchaser of the property indicating that building permits for vertical construction cannot be obtained until the requirements of Paragraph 5.i above have been complied with and that COs cannot be obtained until the requirements set forth in Paragraph 5.j above have been complied with. The requirements referenced within those subsections shall be specifically described in the disclosure statement. The DEVELOPER shall provide a copy of the recorded disclosure statement to the COUNTY prior to the first construction plan approval for the Project.

l. The installation of signals referenced in Paragraphs 5.f and 5.g above shall be required when warranted.

m. The foregoing improvements shall be in accordance with the graphics attached hereto as Exhibit C entitled "Oakley Plaza DRI Site-Related Improvements and Oakley Plaza DRI Intersection Improvements," and shall include, at the DEVELOPER'S sole expense, all shoulders, striping, signage, medians, stormwater drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails,

sidewalks, and other roadway appurtenances, all as determined by the County and permitting agencies to be necessary during the design and permitting of the improvements.

6. OTHER REQUIREMENTS RELATED TO THE IMPROVEMENTS

a. Design, Permitting, and Right-of-Way Acquisition: The DEVELOPER shall design, permit, and acquire necessary right-of-way for the Site-Related Improvements and Off-Site Access-Related Improvements in accordance with the terms of this agreement. The Site-Related Improvements and Off-Site Access-Related Improvements shall be designed consistent with the design criteria of the COUNTY. The construction contractors to be used by the DEVELOPER to complete the Site-Related Improvements and Off-Site Access-Related Improvements shall be satisfactory to the COUNTY.

b. Design and Construction Requirements: All design, permitting, and construction for the Site-Related Improvements and Off-Site Access-Related Improvements shall be in accordance with the standards of the COUNTY, and construction plans shall comply with the COUNTY standards and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross-section drawings shall indicate location(s) of drainage inlets and roadway facilities. All wetland and flood-plain impacts and compensation shall be included in the design and indicated on the plans.

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 routes of the Site-Related Improvements and Off-Site Access-Related Improvements, shall be owned, operated, and maintained by the COUNTY, subsequent to the expiration of the one (1) year maintenance guarantee period as set forth herein. If the drainage facilities for the Site-Related Improvements and Off-Site Access-Related Improvements are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Site-Related Improvements and Off-Site Access-Related 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. The underlying land owner or DEVELOPER 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 COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying land owners of land containing drainage facilities serving the Site-Related Improvements and Off-Site Access-Related Improvements, including those facilities that are commingled or combined, so that the COUNTY has the ability to maintain the facilities associated with the Site-Related Improvements and Off-Site Access-Related Improvements in the event the DEVELOPER or other respective underlying land owners default on its (or their) obligation to maintain the facilities.

d. Wetland and Flood Plain Mitigation: In the event that the permitted wetland and/or flood-plain, mitigation area(s) for the impacts associated strictly with the Site-Related Improvements and

Off-Site Access-Related Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the COUNTY will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and flood-plain, mitigation areas related to the Site-Related Improvements and Off-Site Access-Related Improvements are commingled/combined with wetland and flood-plain, mitigation areas of the Project or any other facilities or developments, all the wetland and flood-plain, mitigation areas shall be permitted, owned, operated, and maintained by the underlying land owner, including the DEVELOPER, where applicable. Appropriate easements shall be provided to the COUNTY for the wetland and flood-plain, mitigation areas associated with the Site-Related Improvements and Off-Site Access-Related Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying land owners of land containing such mitigation areas serving the Site-Related Improvements and Off-Site Access-Related Improvements, including those areas that are commingled or combined, the COUNTY has the ability to maintain the facilities in the event the DEVELOPER or other underlying land owners defaults on its (or their) obligations to maintain the facilities.

e. County Review and Approval of Design: The DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans, or as otherwise may be approved in writing by the COUNTY, for Site-Related Improvements and Off-Site Access-Related Improvements to the COUNTY for review and approval. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Site-Related Improvements and Off-Site Access-Related Improvements from the COUNTY prior to commencement of any bidding of the Site-Related Improvements and Off-Site Access-Related 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 if not complete and correct within five (5) business days of receipt of the submission by the DEVELOPER. The DEVELOPER shall provide at the time of 100 percent design and right-of-way plan submission for each of the Site-Related Improvements and Off-Site Access-Related Improvements (or sooner if required by other paragraphs of this agreement) an estimate of the cost of constructing the Site-Related Improvements and Off-Site Access-Related Improvements, including inspection costs, which shall be certified by an engineer duly registered in the State of Florida, and approved by the COUNTY (hereinafter the "Cost Estimate"). All plans, once accepted and approved for construction by the COUNTY, shall become the property of the COUNTY.

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

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 Site-Related Improvements and Off-Site Access-Related Improvements.

h. County Review: The DEVELOPER agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER, engineers, or contractors selected by DEVELOPER, in which the COUNTY participated, either through review or concurrence of the DEVELOPER'S actions. In reviewing, approving, or rejecting any submissions or acts of the DEVELOPER, the COUNTY in no way assumes or shares any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this agreement. All work covered under this agreement shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY will review the DEVELOPER'S submittals, although detailed checking will not necessarily be done. The DEVELOPER remains solely responsible for the work and is not relieved of that responsibility by review comments.

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

j. Right-of-Way Acquisition: The DEVELOPER shall be responsible within the time frames set forth in this agreement for right-of-way acquisitions or donations necessary for the construction of Site-Related Improvements and Off-Site Access-Related Improvements which may include, but not be limited to, lanes of travel; shoulders; striping; signalization; signage; medians; on-site, stormwater-drainage facilities; off-site, stormwater-drainage facilities; flood-plain mitigation; wetland mitigation; guardrails; handrails; sidewalks; and any other necessary appurtenances. The DEVELOPER shall be responsible for retaining all consultants for acquisition of right-of-way for the off-site project-access 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. If necessary and to the extent the COUNTY has condemning authority, the COUNTY shall assist the DEVELOPER in the acquisi-

tion of right-of-way. To the extent the COUNTY has condemning authority, COUNTY staff involvement shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by 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 Site-Related Improvements and Off-Site Access-Related 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 and the State of Florida Minimum Technical Standards. Upon the COUNTY'S 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 Engineering Services Department or its designee.

k. Tender of Project Area: Upon commencement of construction, project areas for the Site-Related Improvements and Off-Site Access-Related Improvements shall be deemed to be tendered to the DEVELOPER, and the DEVELOPER shall be in custody and control of the project areas. The DEVELOPER or its contractor shall be responsible for providing a safe work zone for the public.

l. County Observation: The COUNTY'S personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Site-Related Improvements and Off-Site Access-Related Improvements and shall at all times have access to the work being performed pursuant to this agreement for the COUNTY'S observation. However, should the COUNTY observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY shall notify the DEVELOPER, in writing, and the DEVELOPER shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the COUNTY to observe or inspect the work on the Site-Related Improvements and Off-Site Access-Related Improvements. The DEVELOPER shall be solely responsible for ensuring that the Site-Related Improvements and Off-Site Access-Related Improvements are constructed in accordance with the plans and specifications and required standards. Observations by the

COUNTY or its 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 COUNTY'S acceptance of the applicable phase or segment of the Site-Related Improvements and Off-Site Access-Related Improvements, as applicable, the DEVELOPER shall meet the applicable requirements of the COUNTY and cause all right-of-way, including right-of-way for drainage facilities and wetland and flood-plain mitigation, as appropriate, to be conveyed to the 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 applicable segment of the Site-Related Improvements and Off-Site Access-Related Improvements, the DEVELOPER shall:

(1) Provide its own on-site inspection and observation by a professional engineer registered in the State of Florida for the purpose of observing and inspecting all construction to make sure it is built according to the plans and specifications.

(2) Obtain all necessary Right-of-Way Use Permits. The DEVELOPER and/or its construction contractor(s) shall be responsible for supervising and inspecting the construction of the Site-Related Improvements and Off-Site Access-Related 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.

(3) Be responsible for full and complete performance of all construction activities required pursuant to this agreement. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the Site-Related Improvements and Off-Site Access-Related Improvements until the Project is completed and accepted by the COUNTY, which acceptance shall not be unreasonably withheld.

(4) Require testing by an independent lab acceptable to the COUNTY in accordance with Pasco County Engineering Services Department testing specifications for construction of roads, storm drainage, and utilities. Any failed tests shall be reported to the COUNTY Engineering Services Department immediately, and all test reports shall be provided on a quarterly basis to the COUNTY'S Engineering Services Department.

(5) Provide to the COUNTY copies of all design drawings, as-built drawings, and permits received for the Site-Related Improvements and Off-Site Access-Related Improvements, and such information shall become the property of the COUNTY upon submission. All plans submitted to the COUNTY shall include reproducible mylars and electronic files compatible with *AutoCad*.

7. IMPACT FEES AND CREDITS, CONCURRENCY

a. The DEVELOPER and the Project shall be assessed transportation impact fees in accordance with the COUNTY'S adopted Transportation Impact Fee Ordinance as amended (the "Impact Fee Ordinance") and this agreement. Once the DEVELOPER has made the Proportionate-Share Payment referenced in this agreement, the COUNTY agrees to provide impact fee credits to the DEVELOPER or to another entity or entities; e.g., Community Development District, to the extent that such entity finances or otherwise pays for or contributes to the Proportionate-Share Payment, as determined by the COUNTY (hereinafter referred to as the "Credit Receiving Entity") in accordance with this agreement and the Impact Fee Ordinance. The DEVELOPER and the Project shall pay transportation impact fees in accordance with the Impact Fee Ordinance whenever it does not have COUNTY-approved impact fee credits or offsets sufficient to cover impact fees that are due.

The Credit Receiving Entity shall be eligible for transportation impact-fee credits for the Proportionate-Share Payment and not to be provided until the year adequate funds have been allocated for credits or reimbursements for the Pipeline Project in the COUNTY'S adopted Capital Improvement Plan (CIP). The COUNTY'S present allocation of CIP funds/credits for the Pipeline Project is One Million Eight Hundred Ninety-Five Thousand Seven Hundred Twenty-Four and 00/100 Dollars (\$1,895,724.00) in Fiscal Year 2004-05, Seventeen Million Five Hundred Five Thousand Five Hundred Eighty-Six and 00/100 Dollars (\$17,505,586.00) from Fiscal Year 2005-06 through Fiscal Year 2006-07, and Sixteen Million Three Hundred Twenty-Two Thousand Seven Hundred Ninety and 00/100 Dollars (\$16,322,790.00) in Fiscal Year 2007-08.

Notwithstanding the foregoing, the DEVELOPER and/or the Credit Receiving Entity shall not be eligible for impact-fee credits or reimbursement for any right-of-way dedication/acquisition, design, permitting, or construction costs for the Site-Related Improvements and Off-Site Access-Related Improvements; or impact fees paid prior to the execution of this agreement.

b. The DEVELOPER'S continued performance in accordance with this agreement shall continue to vest the Project for transportation-concurrency purposes through the build out date of the DO as it may be extended from time to time.

8. PERFORMANCE GUARANTEES BY DEVELOPER

a. General: For the Site-Related Improvements and Off-Site Access-Related Improvements, Letters of Credit shall be posted in favor of and provided to the COUNTY in accordance with Paragraph 5.i. For the Proportionate-Share Payment, the required Letter of Credit shall be posted in favor of and provided to the COUNTY, prior to issuance of the first Building Permit for vertical building construction within the Project. The Letters of Credit shall be acceptable to and approved by the COUNTY to guarantee performance of the Proportionate-Share Payment, Site-Related Improvements and Off-Site Access-Related Improvements, and all terms and conditions of this agreement. Failure to post, revise, update, and keep effective the required Letters of Credit shall be considered a default of this agreement, entitling the COUNTY to

suspend any impact fee credits due pursuant to Section 7 above and/or stop the issuance of Building Permits. The Letters of Credit shall be with a bank, surety, or other financial institution acceptable to the COUNTY which is authorized to do business in the State of Florida and which has an "A" policy holder rating and a financial rating of at least Class VII in accordance with the most current of *Best's Key Rating Guide*. The Letters of Credit shall be in the amount of 125 percent of the Proportionate-Share Payment to guarantee such payment; and for the construction of the Site-Related Improvements and Off-Site Access-Related Improvements, the DEVELOPER shall post Letters of Credit in the amount of 125 percent of the COUNTY-approved Cost Estimate to complete design, permitting, right-of-way acquisition, and construction of all the Site-Related Improvements and Off-Site Access-Related Improvements. On each renewal date of the Letters of Credit, the Letters of Credit may be reduced provided an updated Cost Estimate for the remainder of the Site-Related Improvements and Off-Site Access-Related Improvements is provided to and approved by the COUNTY and provided that the Letters of Credit are not reduced below 125 percent of the COUNTY-approved Cost Estimates for the remainder.

b. Maintenance Guarantee: Upon completion of the Off-Site Access-Related Projects and other Site-Related Improvements and final acceptance by the COUNTY, the DEVELOPER and its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of one (1) year after final acceptance; and if any part of the construction should fail within this period 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. The Letters of Credit may cover this guarantee, if they remain in place for a period of one (1) year after final acceptance in an amount equal to at least fifteen (15) percent of the applicable construction contract amount and the Letters of Credit specifically provide for this guarantee, 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 remedy. Upon completion of construction of the improvements and final inspection by the COUNTY as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required one (1) year Maintenance Guarantee, the COUNTY shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined.

9. INDEMNIFICATION AND INSURANCE

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

action, neglect, or omission by the DEVELOPER during the performance of this agreement, any work under this agreement, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER'S negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this agreement; or by any defect in the condition or construction of the Pipeline Projects, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its agents or employees, unless such COUNTY negligence arises from the COUNTY review referenced in Section 6 of this agreement. The DEVELOPER'S obligation to indemnify, defend, and pay for the defense and trial of any damage claim or suit and any related settlement negotiations shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Section 10.f. The DEVELOPER'S obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the DEVELOPER'S inability to evaluate liability or because the DEVELOPER evaluates liability and determines the DEVELOPER is not liable or determines the COUNTY is solely negligent. Only a final adjudication judgment finding the COUNTY solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. The DEVELOPER shall also include for the Site-Related Improvements and Off-Site Access-Related 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 Site-Related Improvements and Off-Site Access-Related Improvements nor shall occupancy of any of the property within the limits of these off-site improvement projects take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by the COUNTY as set forth below:

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

(b) The DEVELOPER shall require the engineers and/or general contractor to provide to the DEVELOPER and to the COUNTY evidence of insurance coverages of the types and in the amounts required by submitting four (4) original, executed Certificates of Insurance on the form to

be provided by the COUNTY to the DEVELOPER. Each certificate shall set forth the original, manual signatures of the authorized representative of the insurance company(ies) identified therein and shall have attached thereto proof that 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, 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 agreement shall require that the insurer deliver to the COUNTY and the DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY and the DEVELOPER, addressed to the parties as described in Paragraph 10.d 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 coverages provided by the engineers and/or general contractor be primary to any insurance or self-insurance program of the COUNTY and the DEVELOPER which is applicable to the work provided for in this agreement. All such insurance shall also remain in effect until final payment and until after the one (1) year warranty period provided herein.

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

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

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

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

(i) All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this agreement, other than workers' compensation and an Employer's Liability Policy, shall specifically provide that the COUNTY; the COUNTY'S Engineering Services Department; and its elected officers, employees, and agents shall be "additional insureds" under the policy and shall also incorporate a severability of interests provision. All insurance coverages required herein shall apply to all engineers' and/or contractors' activities and any subcontractor's activities for the improvements without regard for the location of such activity.

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

(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 its rights of subrogation against the COUNTY and its agents and employees.

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

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

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

(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 employee's nonownership with limits of not less than:

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

(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:

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

10. GENERAL PROVISIONS

a. Independent Capacity: The DEVELOPER and any consultants, contractors, or agents are, and shall be, in the performance of all work, services, and activities under this agreement, independent contractors, and not employees, agents, or servants of the COUNTY or joint venturers with the COUNTY. The DEVELOPER does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this agreement. The COUNTY shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the DEVELOPER in connection with the Site-Related Improvements and Off-Site Access-Related 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 Site-Related Improvements and Off-Site Access-Related Improvements.

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein for the Proportionate-Share Payment or Site-Related Improvements and Off-Site Access-Related Improvements, unless extended pursuant to this agreement, then it shall be considered a default of this agreement entitling the COUNTY to make a claim and collect on the entire performance guarantees required by Section 9 (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY'S rights to enforce the balance of the guarantees, if required). Upon the said default, the issuance of Building Permits, plats, and other development approvals shall cease until the default has been cured to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat, or permit issued while there exists an uncured event of default of this agreement and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat, or permit issued after an uncured event of default of this agreement.

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

d. Contracts: If the DEVELOPER enters into contracts for the Site-Related Improvements and Off-Site Access-Related Improvements, the contracts shall be made in accordance with all

applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each paragraph set forth in this agreement. The DEVELOPER shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to 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 agreement in its entirety to be included and made a part of any contract for the 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.

e. Certification: The DEVELOPER shall provide certification to the COUNTY, under the seal and signature of a registered professional engineer that the Site-Related Improvements and Off-Site Access-Related Improvements have been constructed in accordance COUNTY standards, the contract documents, and this agreement.

f. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this agreement, including Notice of Termination, such notice shall be given by certified mail, return receipt requested. The said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: Thomas E. Oakley, President, Oakley Groves, Inc., Post Office Box 4170, 101 ABC Road, Lake Wales, Florida 33859-4170; and to the Pasco County Administrator, West Pasco Government Center, Suite 340, 7530 Little Road, New Port Richey, Florida 34654-5598. These addresses may be changed by giving notice as provided for in this paragraph.

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

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

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

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

(1) 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.

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

(3) Severability: In case any one (1) or more of the provisions contained in this agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this agreement or the failure of consideration.

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

(5) Cancellation: This agreement may be canceled by mutual consent of the parties to the agreement.

(6) Third Party Beneficiaries: Nothing in this agreement shall be construed to benefit any person or entity not a party to this agreement.

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

(8) Nondiscrimination: The DEVELOPER will not discriminate against any employee employed in the performance of this agreement or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER shall insert a similar provision in all contracts for the improvements identified herein.

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

(10) Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY.

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

(12) Successors and Assigns: The terms of this agreement shall run with the land and be binding upon the DEVELOPER and owners and their successors and assigns. The DEVELOPER and owners may assign this agreement and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this agreement, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereto and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.

(13) Force Majeure: In the event the DEVELOPER'S or COUNTY'S performance of this agreement is prevented or interrupted by consequent act of God; or of the public enemy; national emergency; a governmental restriction upon the use or availability of labor or materials; civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, other casualty, disaster, catastrophe, 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 the COUNTY'S performance of this agreement as reasonably determined by 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 the COUNTY of the commitments set forth in this agreement shall be interrupted or delayed in connection with the acquisition of necessary governmental permits or approvals for the construction of the Pipeline Project or Site-Related Improvements and Off-Site Access-Related 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 agreement.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on this _____

day of _____, _____

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

JED PITTMAN, CLERK

CHAIRMAN

Date: _____

WITNESSES:

OAKLEY GROVES, INC., a Florida Corporation

By: _____

Print

Its: _____

Title

Date: _____

STATE OF _____

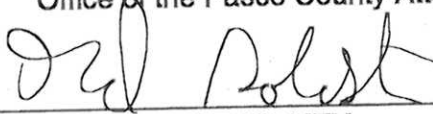
COUNTY OF _____

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

Seal:

NOTARY

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



ATTORNEY

EXHIBITS

- A. Legal Description
- B. Transportation Impact Summary and Proportionate Share Calculation Table
- C. Site Related Improvement Graphics

Exhibit A
Legal Description

EXHIBIT A

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN SECTIONS 1 AND 12, TOWNSHIP 26 SOUTH, RANGE 19 EAST AND IN SECTIONS 6 AND 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE N. $00^{\circ}10'15''$ E., ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1295.64 FEET; THENCE N. $89^{\circ}43'21''$ E., A DISTANCE OF 216.47 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OAKLEY BOULEVARD FOR A POINT OF BEGINNING; THENCE N. $00^{\circ}15'55''$ E., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, N. $89^{\circ}43'21''$ E., A DISTANCE OF 1005.00 FEET; THENCE N. $00^{\circ}15'55''$ E., A DISTANCE OF 1100.15 FEET; THENCE N. $89^{\circ}39'07''$ E., A DISTANCE OF 278.41 FEET; THENCE N. $00^{\circ}46'45''$ E., A DISTANCE OF 219.17 FEET; THENCE N. $89^{\circ}17'01''$ E., A DISTANCE OF 1165.62 FEET; THENCE N. $00^{\circ}15'48''$ E., A DISTANCE OF 808.67 FEET; THENCE S. $89^{\circ}11'13''$ E., A DISTANCE OF 22.58 FEET; THENCE N. $00^{\circ}10'01''$ E., A DISTANCE OF 145.31 FEET; THENCE S. $89^{\circ}51'25''$ E., A DISTANCE OF 401.46 FEET; THENCE N. $00^{\circ}59'33''$ E., A DISTANCE OF 89.74 FEET; THENCE S. $89^{\circ}46'48''$ E., A DISTANCE OF 325.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE SOUTHERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 453.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 11609.16 FEET, DELTA OF ANGLE OF $02^{\circ}14'26''$, AND A CHORD BEARING AND DISTANCE OF S. $35^{\circ}00'42''$ W., 453.95 FEET); THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S. $33^{\circ}53'29''$ W., A DISTANCE OF 5185.96 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, N. $74^{\circ}41'47''$ W., A DISTANCE OF 1242.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OAKLEY BOULEVARD; THENCE N. $37^{\circ}01'11''$ E., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 986.86 FEET; THENCE 1091.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1702.00 FEET, DELTA ANGLE OF $36^{\circ}45'16''$, AND CHORD BEARING AND DISTANCE OF N. $18^{\circ}38'33''$ E., 1073.19 FEET); THENCE N. $00^{\circ}15'55''$ E., A DISTANCE OF 150.90 FEET TO THE POINT OF BEGINNING.

Exhibit B

**Transportation Impact Summary and
Proportionate Share Calculation Table**

EXHIBIT B
Proportionate Share Calculations (Tables 21-10 and 21-11)
(Page 1 of 2)

Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile ²	Peak Hour Project Traffic	Service Volume Increase ³	% Project Traffic ⁴	Improvement Cost	Proportionate Share Amount
SR 54	I-75 to C.R. 581 – EB	4 LD	0.25	6 LD	2,328,673	341	930	36.67	582,168	213,462
SR 54	I-75 to C.R. 581 – WB	4 LD	0.25	6 LD	2,328,673	334	930	35.91	582,168	209,080
I-75	S.R. 56 to C.R. 54 – NB	4 LX	3.56	6 LX	1,446,701	285	1,570	18.15	5,150,256	934,919
I-75	S.R. 56 to C.R. 54 – SB	4 LX	3.56	6 LX	1,446,701	291	1,570	18.54	5,150,256	954,602
I-75	I-275 to S.R. 56 – NB	4 LX	1.00	6 LX	2,378,203	145	1,570	9.24	2,378,203	219,643
I-75	I-275 to S.R. 56 – SB	4 LX	1.00	6 LX	2,378,203	148	1,570	9.43	2,378,203	224,187
TOTAL									16,221,253	2,755,892

EXHIBIT B
Proportionate Share Calculations (Tables 21-10 and 21-11)
(Page 2 of 2)

TABLE 21-11 (revised December 2004)					
INTERSECTION IMPROVEMENT PROPORTIONATE SHARE					
Oakley Plaza DRI					
Project Buildout With Reverse Frontage Rd.					
Intersection	Required Improvement ³	Cost ¹	% Project Traffic ²	Proportionate Share	
S.R. 54/Bruce B. Downs Bl.	WB left & EB drop thru lane	\$ 679,037	69.1	\$	469,215
I-75/S.R. 54	WB right turn lane	\$ 176,414	44.1	\$	77,799
TOTAL		\$ 855,451		\$	547,014
¹ Thru lane costs see Table 21-10. Turn lane costs see Pasco County MPO letter of April 14, 2004.					
² Project Traffic as a percentage of Increased Service Volume.					
³ Includes Right-of-Way cost of \$20.00 per square foot for SR 54 and \$10.00 per square foot for Old Pasco Rd.					



PASCO COUNTY, FLORIDA

FAX
DADE CITY
LAND O' LAKES
WEST PASCO

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

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

*For Marked 4/16/04
Rec'd 4/19/04*

April 14, 2004

Mr. Randy Coen, AICP
Coen & Company
P.O. Box 10858
Tampa, FL 33679-0858

RE: Cypress Creek Town Center -- Development of Regional Impact

Dear Mr. Coen:

Attached are comments regarding the proportionate share from the Pasco County Metropolitan Planning Organization (MPO) consisting of the following:

1. April 7, 2004 e-mail from Ali Atefi.
2. April 7, 2004 comments from URS (2 pages).
3. "Cypress Creek Town Center DRI -- Phase 1 (2008) Roadway Improvement Proportionate Share Without the Applicant's Proposed North/South Road with Existing Cypress Creek Run", dated April 7, 2004.
4. "Cypress Creek Town Center DRI Intersection Improvement Proportionate Share without North/South Road".

If you have any questions, call (727) 847-8193, extension 7848.

Sincerely,


Deversray L. Garner
Planner II
Attachment

cc: John Meyer, DRI Coordinator, Tampa Bay Regional Planning Council, 4000
Gateway Center, Suite 100, Pinellas Park, FL 33782

Deversray Garner

From: Ali Atefi
Sent: Wednesday, April 07, 2004 2:27 PM
To: Deversray Garner
Cc: Bipin Parikh; Samuel Steffey II
Subject: cypress creek town center proportionate share cost table by mpo.

We have completed our review and finalization of the proportionate share table for cypress creek town center DRI.
The attached is the proportionate share tables for road segments and Intersection Improvements .
In addition attached is one page description of important disclaimers and a summary of all the changes from the table originally submitted by the applicant's engineer .
In summary the original prop share by applicant is 19 mil .mpo table is 31 mil

Ali Atefi, P.E.
Pasco County
Metropolitan Planning Organization



**CYPRESS CREEK TOWN CENTER DRI
Review Comments - Sufficiency Response
April 7, 2004**

URS has been retained by Pasco County to review the above referenced DRI traffic study. Also, URS has assisted Pasco County and FDOT in the efforts to calculate a "Proportionate Share" dollar amount that identifies the developer's fair share cost to mitigate its traffic impacts on those significantly and adversely impacted roadways. The following is a summary of major issues regarding the final proportionate share calculations:

- Finalizing and agreeing on a proportionate share amount prepared for the Pasco County Metropolitan Planning Organization (MPO) does not necessarily mean that Pasco County MPO has accepted or deemed complete the last version of the traffic study.
- Allowing a proportionate share payment is at the discretion of Pasco County and its actual dollar amount may be subject to changes due to additional comments from the Florida Department of Transportation (FDOT) and the Tampa Bay Regional Planning Council (TBRPC). Any other mitigation option may require the re-evaluation of the latest submitted traffic study for Phase 1.
- The Applicant is not requesting Phase 2 approval at this time. Phase 2 DRI transportation issues should be evaluated at a later date by a revised traffic study.
- The road improvement costs for the significantly and adversely impacted roadways are in 2002 dollars, except for the sections of I-75 and SR 54 impacted by this DRI, which are in 2003 dollars. The proportionate share amount shall be adjusted to account for the effects of inflation based on the actual year of construction of these road improvements.
- The Applicant's proportionate share is significantly lower than the one calculated by Pasco County MPO primarily due to assumptions used in the construction costs. Specifically, the costs used in the Pasco County proportionate share version are based on a per-lane mile cost estimates developed by FDOT and based on the latest available design for I-75 and SR 54. On the other hand, the Applicant's proportionate share amount is based on FDOT's 2002 Transportation Costs.
- The Applicant's proportionate share does not include the improvement costs for four-laning of CR 54 from the site to Old Pasco Road. The version developed by URS for Pasco County and FDOT does include these costs.

Marina Pennington, AICP, Community Program Administrator, Florida Department
of Community Affairs, 2555 Shumard Oak Blvd., Tallahassee, FL 32399-2100
Bipin Parikh, P.E., Assistant County Administrator (Development Services)
Samuel P. Steffey II, Growth Management Administrator
David Goldstein, Assistant County Attorney III
Ali Atefi, P.E., Engineer III
Michael LaSala, AICP, Senior Planner

-
- The I-75/SR 56 improvement of an additional eastbound left-turn and the two additional through lanes (one eastbound through lane/one westbound through lane) do not reflect the cost of reconstructing the I-75/SR 56 interchange overpass bridge.

CYPRESS CREEK TOWN CENTER DRI
INTERSECTION IMPROVEMENT PROPORTIONATE SHARE - WITHOUT NORTH / SOUTH ROAD

Intersection	Required Improvement ¹	Cost ²	% Project Traffic ³	Proportionate Share
SR 54/US 41	NB Right	\$258,000	85.9%	\$170,022
CR 54/Coiler Pkwy.	SB Left & Right	\$283,000	51.0%	\$144,330
SR 54/SR 58	SB 2 Thru, Right, NB 2 Left, 2 Thru, Right	\$830,000	70.7%	\$588,810
SR 54/CR 581	NB Right, WB Left	\$283,000	38.2%	\$110,936
SR 58/I-75 ⁴	EB Left (for Dual Left-turn lanes); NB Left (3-left)	\$100,000	100.0%	\$100,000
CR 58/CR 581	EB Right, NB Left	\$175,000	39.2%	\$68,600
County Line Rd/Livingston Rd	Realignment, Signalization	\$480,000	32.9%	\$157,920
CR 581/Cross Creek Blvd	NB/SB/EB/NB Thru & Left	\$100,000	10.0%	\$10,000
Phase 1 (2008) Total		\$2,809,000		\$1,348,618

¹ Thru lane improvement along SR 54 & SR 58 are included in the Roadway Improvement Proportionate Share

² Cost includes Right-of-way per FDOT 2002 Transportation Cost Handbook

³ Project Traffic as a percentage of Increased Service Volume from October 2002 sufficiency

⁴ Additional left-turn lane assumes the bridge does not have to be widened

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CYPRESS CREEK TOWN CENTER DUE - PHASE 1 (2008)
ROADWAY IMPROVEMENT PROPORTIONATE SHARE
WITHOUT THE APPLICANT'S PROPOSED NORTHSOUTH ROAD
WITH EXISTING CYPRESS CREEK R/W

SECTION	IMPROVEMENT	EXISTING LANE	LOS Standard / Area Type	EXISTING SERVICE VOLUME @ LOS 85%	LENGTH (MILES)	IMPROVED LANE	IMPROVED SERVICE VOLUME	COST PER MILE by DISSECTION	PEAK HOUR PROJECTIONS TRAFFIC	IMPROVED VOLUME IMPROVEMENT	% PROJECT TRAFFIC OF SERVICE VOLUME	IMPROVEMENT COST (per mile)	PROPORTIONATE SHARE
SR 84	US 41 - Callier Pkwy, NB	4 LB	D/U	1000	1.75	8 LB	2700	\$3,882,340	221	830	0.2675	\$1,888,880	\$1,888,880
	US 41 - Callier Pkwy, WB	4 LB	D/U	1000	1.75	8 LB	2700	\$3,882,340	220	800	0.2720	\$1,888,880	\$1,888,880
	Callier Pkwy - Lighthouse Rd, NB	4 LB	D/U	1000	0.81	8 LB	2700	\$3,882,340	411	930	0.4419	\$2,411,000	\$1,888,880
	Callier Pkwy - Lighthouse Rd, WB	4 LB	D/U	1000	0.81	8 LB	2700	\$3,882,340	479	800	0.5054	\$2,411,000	\$1,888,880
	Lighthouse Rd - Cypress Creek Pkwy, NB	4 LB	D/U	1000	1.22	8 LB	2700	\$3,882,340	600	800	0.5011	\$4,788,871	\$2,888,880
	Lighthouse Rd - Cypress Creek Pkwy, WB	4 LB	D/U	1000	1.22	8 LB	2700	\$3,882,340	400	800	0.5047	\$4,788,871	\$2,888,880
	Cypress Creek Pkwy - SR 84, NB	4 LB	D/U	1000	0.40	8 LB	2700	\$3,882,340	730	800	0.5011	\$1,888,880	\$1,888,880
	Cypress Creek Pkwy - SR 84, WB	4 LB	D/U	1000	0.40	8 LB	2700	\$3,882,340	150	1000	0.1031	\$2,400,100	\$284,871
CR 84	SR 84 - SR 84, NB	2 L	D/U	800	0.50	4 LB	2700	\$3,882,340	170	1000	0.0000	\$2,400,100	\$2,307,117
	SR 84 - SR 84, WB	2 L	D/U	800	0.50	4 LB	2700	\$3,882,340	230	1000	0.0000	\$2,400,100	\$1,888,880
	SR 84 - Old Pecos Rd, NB	2 L	D/U	800	0.50	4 LB	2700	\$3,882,340	201	870	0.2346	\$710,800	\$210,112
	SR 84 - Old Pecos Rd, WB	2 L	D/U	800	0.50	4 LB	2700	\$3,882,340	204	870	0.2300	\$710,800	\$210,112
	SR 84 - CR 84, NB	4 LB	C/T	1700	0.30	8 LB	2000	\$1,073,120	300	870	0.3713	\$400,200	\$1,428,871
SR 84	SR 84 - SR 84, WB	4 LB	C/T	1700	0.30	8 LB	2000	\$1,073,120	300	870	0.3713	\$400,200	\$1,428,871
	SR 84 - SR 84, NB	4 LB	C/T	1700	0.30	8 LB	2000	\$1,073,120	300	870	0.3713	\$400,200	\$1,428,871
	SR 84 - SR 84, WB	4 LB	C/T	1700	0.30	8 LB	2000	\$1,073,120	300	870	0.3713	\$400,200	\$1,428,871
	SR 84 - SR 84, NB	4 LB	C/T	1700	0.30	8 LB	2000	\$1,073,120	300	870	0.3713	\$400,200	\$1,428,871
CR 84	County Line Rd - Cypress Creek Blvd, NB	4 LB	C/T	1700	1.00	8 LB	2000	\$1,073,120	100	870	0.1150	\$8,047,704	\$1,441,880
	County Line Rd - Cypress Creek Blvd, WB	4 LB	C/T	1700	1.00	8 LB	2000	\$1,073,120	210	870	0.2440	\$8,047,704	\$284,871
SR 84	City of Tarrant City Limits - 1750-2750 Agst, NB	4 LX	C/T	2000	1.00	8 LX	4000	\$1,073,120	300	1070	0.2773	\$8,047,704	\$1,441,880
	City of Tarrant City Limits - 1750-2750 Agst, WB	4 LX	C/T	2000	1.00	8 LX	4000	\$1,073,120	300	1070	0.2773	\$8,047,704	\$1,441,880
	1750 - SR 84, NB	4 LX	C/T	2000	1.00	8 LX	4000	\$1,073,120	300	1070	0.2773	\$8,047,704	\$1,441,880
	1750 - SR 84, WB	4 LX	C/T	2000	1.00	8 LX	4000	\$1,073,120	300	1070	0.2773	\$8,047,704	\$1,441,880
	SR 84 - SR 84, NB	4 LX	C/T	2000	1.00	8 LX	4000	\$1,073,120	300	1070	0.2773	\$8,047,704	\$1,441,880

Total - Phase 1 Costs

Notes: The cost for the road improvements are in 2008 dollars except for the SR 84 (Agst to SR 84) section and the SR 84 (US 41-SR 84) section which is in 2008 dollars.

Future Proportionate Share payments will be adjusted in amount for inflation based on the actual year of when the road improvement is to be constructed.

The traffic volumes listed herein are only for proportionate share costs purposes.

* Values obtained from FDOT's Strategic Plan Diagrams

* Cost per mile based on FDOT's 2008 Transportation Costs, October 2007 when it is the last version of the data without the NPS road

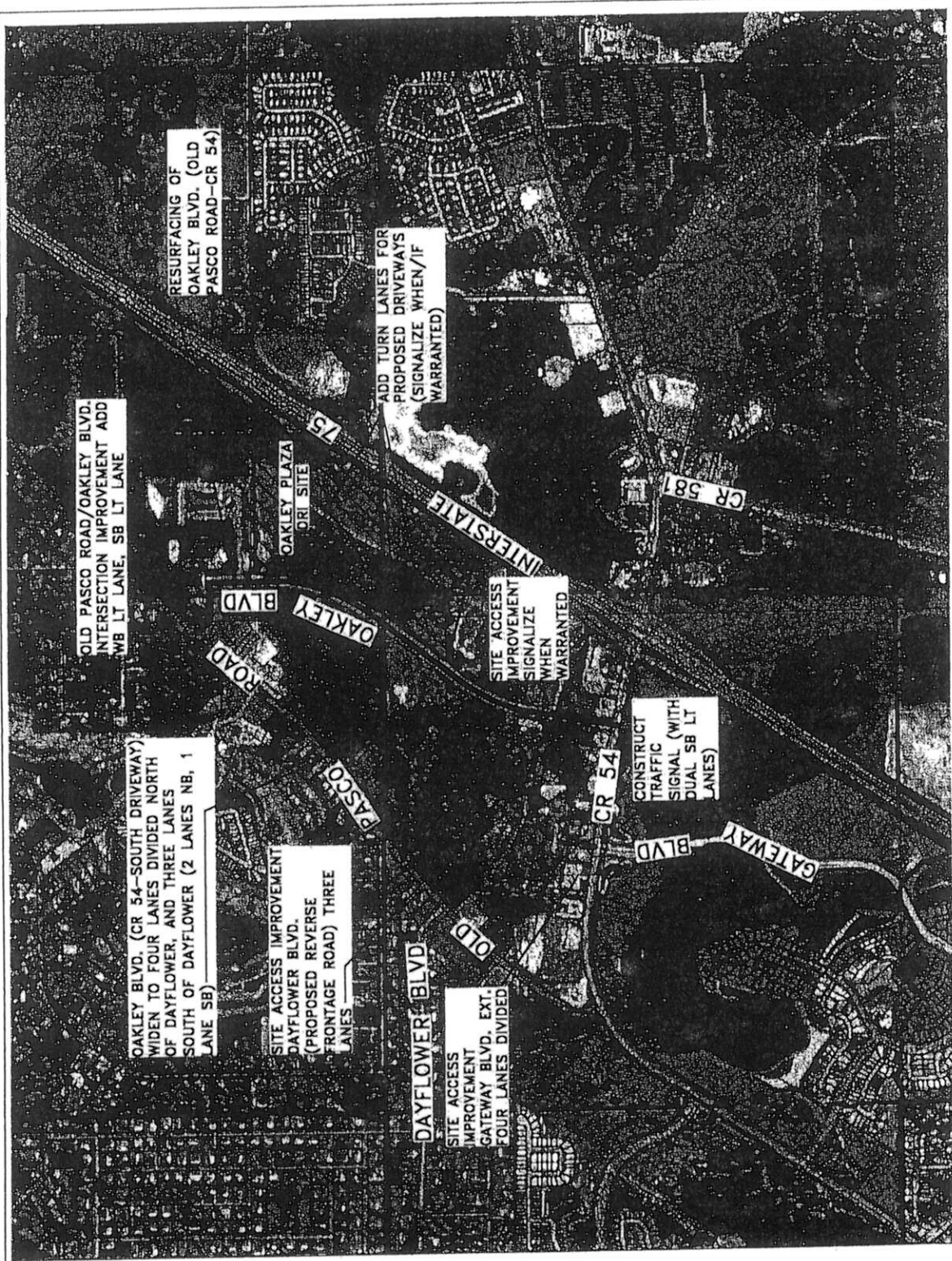
* Proportional Share = (Project Traffic / Service Volume Increased) * Cost of Road Segment Improvement

Table 2
Improvement Cost Estimates

FDOT Classification Code	Construction Cost	ROW Sub	G.U.	Total Cost	Notes	Cost per Mile by Dissection	Cost/Lane
Add 2-lanes to existing 2-lanes (1-lane)	\$1,073,120	\$0	\$1,073,120	\$1,073,120		\$1,073,120	\$1,073,120
Add 2-lanes to existing 4-lanes (1-lane)	\$2,146,240	\$0	\$2,146,240	\$2,146,240		\$2,146,240	\$2,146,240
Widen 2-lane road (1-lane)	\$1,073,120	\$0	\$1,073,120	\$1,073,120		\$1,073,120	\$1,073,120
SR 84 Agst - SR 84 for 2-lanes	\$1,073,120	\$0	\$1,073,120	\$1,073,120		\$1,073,120	\$1,073,120
SR 84 (US 41-SR 84) without ROW Costs	\$1,073,120	\$0	\$1,073,120	\$1,073,120		\$1,073,120	\$1,073,120
SR 84 (US 41-SR 84) for 2-lanes	\$1,073,120	\$0	\$1,073,120	\$1,073,120		\$1,073,120	\$1,073,120
Add 2-lanes to existing 2-lanes (1-lane)	\$1,073,120	\$0	\$1,073,120	\$1,073,120		\$1,073,120	\$1,073,120

Exhibit C

Site Related and Intersection Improvement Graphics





Gulf Coast Consulting, Inc.
Land Development Consultants
1400 23rd Ave., Suite 100
Pensacola, FL 32504
Tel: (904) 433-4000

PREPARED FOR:

SHEET DESIGN/PLAN:

OAKLEY PLAZA DRI
SITE SPECIFIC IMPROVEMENTS
WITH NO IMPACT FEE CREDITS

DATE: 08/12/2010
BY: J. L. BROWN
CHECKED: J. L. BROWN
DATE: 08/12/2010

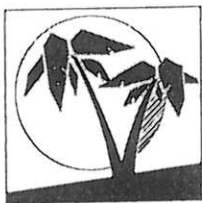
NO.	DESCRIPTION	DATE	BY	CHECKED
1	DESIGN	08/12/2010	J. L. BROWN	J. L. BROWN
2	REVISION			
3	REVISION			
4	REVISION			
5	REVISION			
6	REVISION			
7	REVISION			
8	REVISION			
9	REVISION			
10	REVISION			

V:\PASCO\OAKLEY DRI (04-015)\DRAWINGS\INTERSECTION IMPROVEMENTS.DWG, 1, 1/21/2005 10:22:29 AM

CR 54/GATEWAY BLVD EXT
CONSTRUCT SB APPROACH (SB
DUAL LT AND SHARED
THROUGH/RT TURN LANE) AND
SIGNALIZE BY DEVELOPER EB LT
LANE AND WB RT LANE IS PART OF
PASCO COUNTY CR 54 WIDENING

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



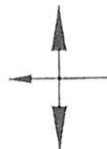
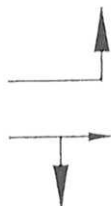
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

1



OAKLEY BLVD/DAYFLOWER BLVD
CONSTRUCT EB APPROACH
ADD NB LANE ADD SB RT LANE,
SIGNALIZE IF WARRANTED ALL
BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



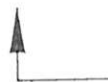
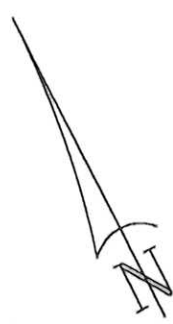
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

2



OLD PASCO ROAD/OAKLEY BLVD
ADD WB LT LANE, ADD SB
LT LANE BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



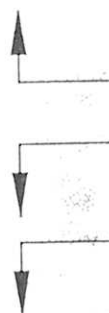
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

3



OAKLEY BLVD/SOUTH DRIVEWAY
ADD NB RT LANE ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE IF
WARRANTED ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



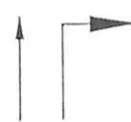
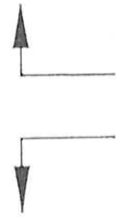
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

4



OAKLEY BLVD/CENTER DRIVEWAY

ADD NB RT LANE, ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE
IF WARRANTED, ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



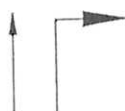
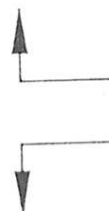
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:
5

Y:\PASCAL\OAKLEY DRI (04-015)\DRAWINGS\INTERSECTION IMPROVEMENTS.DWG, 5, 1/2/2005 10:17:36 AM



OAKLEY BLVD/NORTH DRIVEWAY
ADD NB RT LANE, ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE
IF WARRANTED, ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

6

NOTICE OF ADOPTION

NOTICE OF ADOPTION OF AN AMENDMENT TO THE DEVELOPMENT ORDER FOR THE GROVE AT WESLEY CHAPEL DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 07-152 dated 3/13/07, has adopted an amendment to the development order for a Development of Regional Impact known as The Grove at Wesley Chapel (Resolution No. 05-156). 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.



[Signature]
JED PITTMAN, CLERK

[Signature]
ANN HILDEBRAND, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED

MAR 13 2007

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

BY: [Signature]

ATTORNEY

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGE(S) 1 OF 1 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS
15th day of March, 2007
JED PITTMAN, CLERK TO THE BOARD
BY: [Signature] D.C.



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 GOVT. CENTER
 7530 LITTLE ROAD, SUITE 320
 NEW PORT RICHEY, FL 34654-5598

June 13, 2005

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

Re: Corrective Resolution for Resolution 05-156; Oakley Plaza Development of Regional Impact (DRI No. 253)

Dear Mr. Meyer:

Enclosed, please find Resolution 05-217, approved by the Pasco County Board of County Commissioners on May 24, 2005 which corrects a scrivener's error found on page 4 of Resolution 05-156; the Development Order (D.O.) for the above referenced DRI rendered by this office on April 12, 2005 in accordance with Chapter 380.06, Florida Statutes.

On March 22, 2005, the Board adopted Resolution No. 05-156. Section 4.b (1) of the Resolution (page 4) established the effective date for the Oakley Plaza DO as being the date of issuance of the Notice of Intent from the Florida Department of Community Affairs (FDCA). Subsequent to the Board's approval, the question was raised as to the validity of the effective date for the Development Order given that a Notice of Intent is only issued by the FDCA in conjunction with a Comprehensive Plan Amendment, and no such Comprehensive Plan Amendment was associated with the Oakley Plaza DRI.

Accordingly, staff is forwarding Resolution 05-217 amending Resolution 05-156 by establishing May 27, 2005 as the actual effective date for the Oakley Plaza D.O. which correctly reflects the normal 45-day appeal period afforded to the FDCA as established by Chapter 380.07, F.S. Please replace the existing page 4 of resolution 05-156 with the revised page 4 (referenced in and attached to Resolution 05-217) that amends paragraph 4.b. (1) of the Oakley Plaza D.O. and establishes May 27, 2005, as the actual effective date for the Oakley Plaza DO. If any further information or clarification is required, please contact me at (727) 847-8193, or via e-mail kteague@pascocountyfl.net.

Sincerely,

Kathleen H. Teague, Planner II
 Pasco County Growth Management

KHT/ltr/meyer

Enclosure

Samuel P. Steffey II, Growth Management Administrator
 File

A RESOLUTION AMENDING RESOLUTION NO. 05-156, A RESOLUTION ADOPTING A DEVELOPMENT ORDER APPROVING, WITH CONDITIONS, THE OAKLEY PLAZA DEVELOPMENT OF REGIONAL IMPACT (DRI NO. 253), ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON MARCH 22, 2005, IN ORDER TO CORRECT A SCRIVENER'S ERROR BY SUBSTITUTING PAGE 4 THEREOF WITH A REVISED PAGE 4 THAT AMENDS PARAGRAPH 4.b.(1) TO REFLECT THE CORRECT EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners on March 22, 2005, adopted Resolution No. 05-156, a resolution adopting a development order (DO) approving, with conditions, the Oakley Plaza Development of Regional Impact (DRI) (DRI No. 253); and,

WHEREAS, it is necessary to amend Resolution No. 05-156 in order to correct a scrivener's error by substituting Page 4 thereof with a revised Page 4 in order to amend Paragraph 4.b.(1) to reflect the correct effective date of the adopted DO.

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

1. Page 4 of the adopted Oakley Plaza DO is amended to delete the following language in Paragraph 4.b.(1): "The DO for the Oakley Plaza DRI shall not be effective until the Florida Department of Community Affairs (FDCA) has issued its Notice of Intent" and replace it with the following language: "The DO for the Oakley Plaza DRI shall be effective May 27, 2005, which is forty-five (45) days after a certified copy of the DO was rendered to the Florida Department of Community Affairs (FDCA) if no appeal has been filed prior to that date. If this DO is appealed, it shall take effect upon the conclusion of the appeal."

2. The revised Page 4, containing the above-described amendment as attached hereto, shall be substituted for and replace the original Page 4 of Resolution No. 05-156, and that Resolution, as revised, shall be the officially adopted DO for the Oakley Plaza DRI.

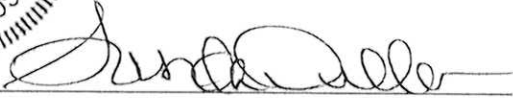
3. This resolution is adopted for the purpose of correcting a scrivener's error and is, therefore, not subject to the requirements of Section 380.06(19)(f), Florida Statutes.

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

5. This resolution shall take effect immediately upon its adoption.

~~DONE~~ AND RESOLVED this 24th day of may, 2005




JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

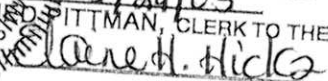

PAT MULIERI, Ed.D., CHAIRMAN

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


ATTORNEY

APPROVED

MAY 24 2005

STATE OF FLORIDA
COUNTY OF PASCO
I, Jed Pittman, CLERK TO THE BOARD
DO HEREBY CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGE(S) 3 OF 3 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS
24th day of May, 2005

D.C.

to undertake the funding and construction of any of the projects, whether within or without the boundaries of the CDD which are identified within this DO. Further, any obligations of the Applicant/Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by Pasco County.

f. The Property is currently utilized for agricultural activities. It is understood that while the use will cease when the DRI is built out, portions of the Property may continue to be used for agricultural activities until the Property is developed in accordance with this DO, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

4. Phasing and Duration

a. Phasing Schedule

This project is specifically approved as a one (1) phase project.

b. Effective Date and Duration

(1) The DO for the Oakley Plaza DRI shall be effective May 27, 2005, which is forty-five (45) days after a certified copy of the DO was rendered to the Florida Department of Community Affairs (FDCA) if no appeal has been filed prior to that date. If this DO is appealed, it shall take effect upon conclusion of the appeal.

(2) The effective period of this DO shall be until May 1, 2018. 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 an extension shall be made at least sixty (60) days prior to the expiration date. All extensions shall be subject to a substantial deviation determination pursuant to Chapter 380.06(19), F.S.

c. Commencement of Development

If physical development of Oakley Plaza has not commenced within three (3) years of the effective date of this DO, the Board of County Commissioners shall determine, pursuant to Chapter 380.06(19), F.S., 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 other vertical development, unless otherwise approved by Pasco County.

d. Build-Out of Project

(1) The build-out date of the project shall be May 1, 2010.

(2) Any delay in the build-out date beyond May 1, 2010, shall require a new transportation analysis, in accordance with Section 380.06, F.S., as the basis for a DO Amendment which may include re-evaluation of required transportation mitigation.

5. Specific Conditions

a. Development Components

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



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 GOVT. CENTER
7530 LITTLE ROAD, SUITE 320
NEW PORT RICHEY, FL 34654-5598

June 13, 2005

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

Re: Corrective Resolution for Resolution 05-156; Oakley Plaza Development of Regional Impact (DRI No. 253)

Dear Mr. Meyer:

Enclosed, please find Resolution 05-217, approved by the Pasco County Board of County Commissioners on May 24, 2005 which corrects a scrivener's error found on page 4 of Resolution 05-156; the Development Order (D.O.) for the above referenced DRI rendered by this office on April 12, 2005 in accordance with Chapter 380.06, Florida Statutes.

On March 22, 2005, the Board adopted Resolution No. 05-156. Section 4.b (1) of the Resolution (page 4) established the effective date for the Oakley Plaza DO as being the date of issuance of the Notice of Intent from the Florida Department of Community Affairs (FDCA). Subsequent to the Board's approval, the question was raised as to the validity of the effective date for the Development Order given that a Notice of Intent is only issued by the FDCA in conjunction with a Comprehensive Plan Amendment, and no such Comprehensive Plan Amendment was associated with the Oakley Plaza DRI.

Accordingly, staff is forwarding Resolution 05-217 amending Resolution 05-156 by establishing May 27, 2005 as the actual effective date for the Oakley Plaza D.O. which correctly reflects the normal 45-day appeal period afforded to the FDCA as established by Chapter 380.07, F.S. Please replace the existing page 4 of resolution 05-156 with the revised page 4 (referenced in and attached to Resolution 05-217) that amends paragraph 4.b. (1) of the Oakley Plaza D.O. and establishes May 27, 2005, as the actual effective date for the Oakley Plaza DO. If any further information or clarification is required, please contact me at (727) 847-8193, or via e-mail kteague@pascocountyfl.net.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathleen H. Teague".

Kathleen H. Teague, Planner II
Pasco County Growth Management

KHT/ltr/meyer

Enclosure

Samuel P. Steffey II, Growth Management Administrator
File

A RESOLUTION AMENDING RESOLUTION NO. 05-156, A RESOLUTION ADOPTING A DEVELOPMENT ORDER APPROVING, WITH CONDITIONS, THE OAKLEY PLAZA DEVELOPMENT OF REGIONAL IMPACT (DRI NO. 253), ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON MARCH 22, 2005, IN ORDER TO CORRECT A SCRIVENER'S ERROR BY SUBSTITUTING PAGE 4 THEREOF WITH A REVISED PAGE 4 THAT AMENDS PARAGRAPH 4.b.(1) TO REFLECT THE CORRECT EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners on March 22, 2005, adopted Resolution No. 05-156, a resolution adopting a development order (DO) approving, with conditions, the Oakley Plaza Development of Regional Impact (DRI) (DRI No. 253); and,

WHEREAS, it is necessary to amend Resolution No. 05-156 in order to correct a scrivener's error by substituting Page 4 thereof with a revised Page 4 in order to amend Paragraph 4.b.(1) to reflect the correct effective date of the adopted DO.

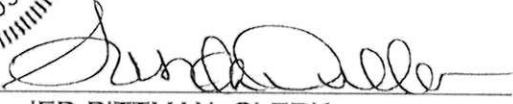
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that:

1. Page 4 of the adopted Oakley Plaza DO is amended to delete the following language in Paragraph 4.b.(1): "The DO for the Oakley Plaza DRI shall not be effective until the Florida Department of Community Affairs (FDCA) has issued its Notice of Intent" and replace it with the following language: "The DO for the Oakley Plaza DRI shall be effective May 27, 2005, which is forty-five (45) days after a certified copy of the DO was rendered to the Florida Department of Community Affairs (FDCA) if no appeal has been filed prior to that date. If this DO is appealed, it shall take effect upon the conclusion of the appeal."
2. The revised Page 4, containing the above-described amendment as attached hereto, shall be substituted for and replace the original Page 4 of Resolution No. 05-156, and that Resolution, as revised, shall be the officially adopted DO for the Oakley Plaza DRI.
3. This resolution is adopted for the purpose of correcting a scrivener's error and is, therefore, not subject to the requirements of Section 380.06(19)(f), Florida Statutes.
4. If any section, subsection, sentence, clause, or provision of this resolution is held invalid, the remainder of the resolution shall be construed as not having contained the section, subsection, sentence, clause, or provision and shall not be affected by such holding.

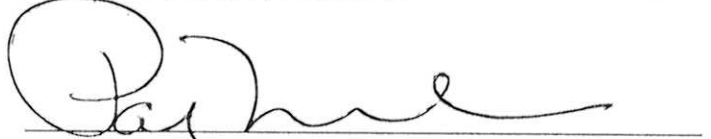
5. This resolution shall take effect immediately upon its adoption.

~~DOE~~ AND RESOLVED this 24th day of may, 2005

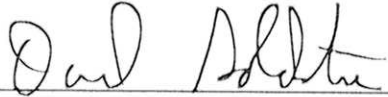



JED PITTMAN, CLERK

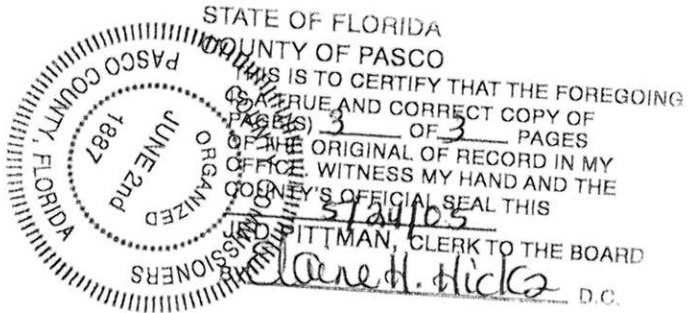
BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA


PAT MULIERI, Ed.D., CHAIRMAN

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


ATTORNEY

APPROVED
MAY 24 2005



to undertake the funding and construction of any of the projects, whether within or without the boundaries of the CDD which are identified within this DO. Further, any obligations of the Applicant/Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by Pasco County.

f. The Property is currently utilized for agricultural activities. It is understood that while the use will cease when the DRI is built out, portions of the Property may continue to be used for agricultural activities until the Property is developed in accordance with this DO, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

4. Phasing and Duration

a. Phasing Schedule

This project is specifically approved as a one (1) phase project.

b. Effective Date and Duration

(1) The DO for the Oakley Plaza DRI shall be effective May 27, 2005, which is forty-five (45) days after a certified copy of the DO was rendered to the Florida Department of Community Affairs (FDCA) if no appeal has been filed prior to that date. If this DO is appealed, it shall take effect upon conclusion of the appeal.

(2) The effective period of this DO shall be until May 1, 2018. 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 an extension shall be made at least sixty (60) days prior to the expiration date. All extensions shall be subject to a substantial deviation determination pursuant to Chapter 380.06(19), F.S.

c. Commencement of Development

If physical development of Oakley Plaza has not commenced within three (3) years of the effective date of this DO, the Board of County Commissioners shall determine, pursuant to Chapter 380.06(19), F.S., 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 other vertical development, unless otherwise approved by Pasco County.

d. Build-Out of Project

(1) The build-out date of the project shall be May 1, 2010.

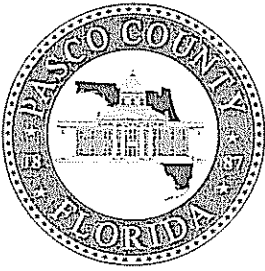
(2) Any delay in the build-out date beyond May 1, 2010, shall require a new transportation analysis, in accordance with Section 380.06, F.S., as the basis for a DO Amendment which may include re-evaluation of required transportation mitigation.

5. Specific Conditions

a. Development Components

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

#253



PASCO COUNTY, FLORIDA

DADE CITY (352) 521-4274
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GROWTH MANAGEMENT DEPARTMENT
WEST PASCO GOVERNMENT CENTER
7530 LITTLE ROAD, SUITE 320
NEW PORT RICHEY, FL 34654-5598

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

April 18, 2005

Mr. John Meyer, DRI Coordinator
Tampa Bay Regional Planning Council
4000 Gateway Center Boulevard
Pinellas Park, Fl. 33782

RE: Oakley Plaza - DRI No. 253, Approved Map H

Dear Mr. Meyer:

Enclosed, please find an approved copy of Map H for the Oakley Plaza DRI stamped with the March 22, 2005 Board Approval date. It was inadvertently omitted from the Development Order/Development Agreement rendered on April 11th. Please contact me if you have any questions.

Sincerely,

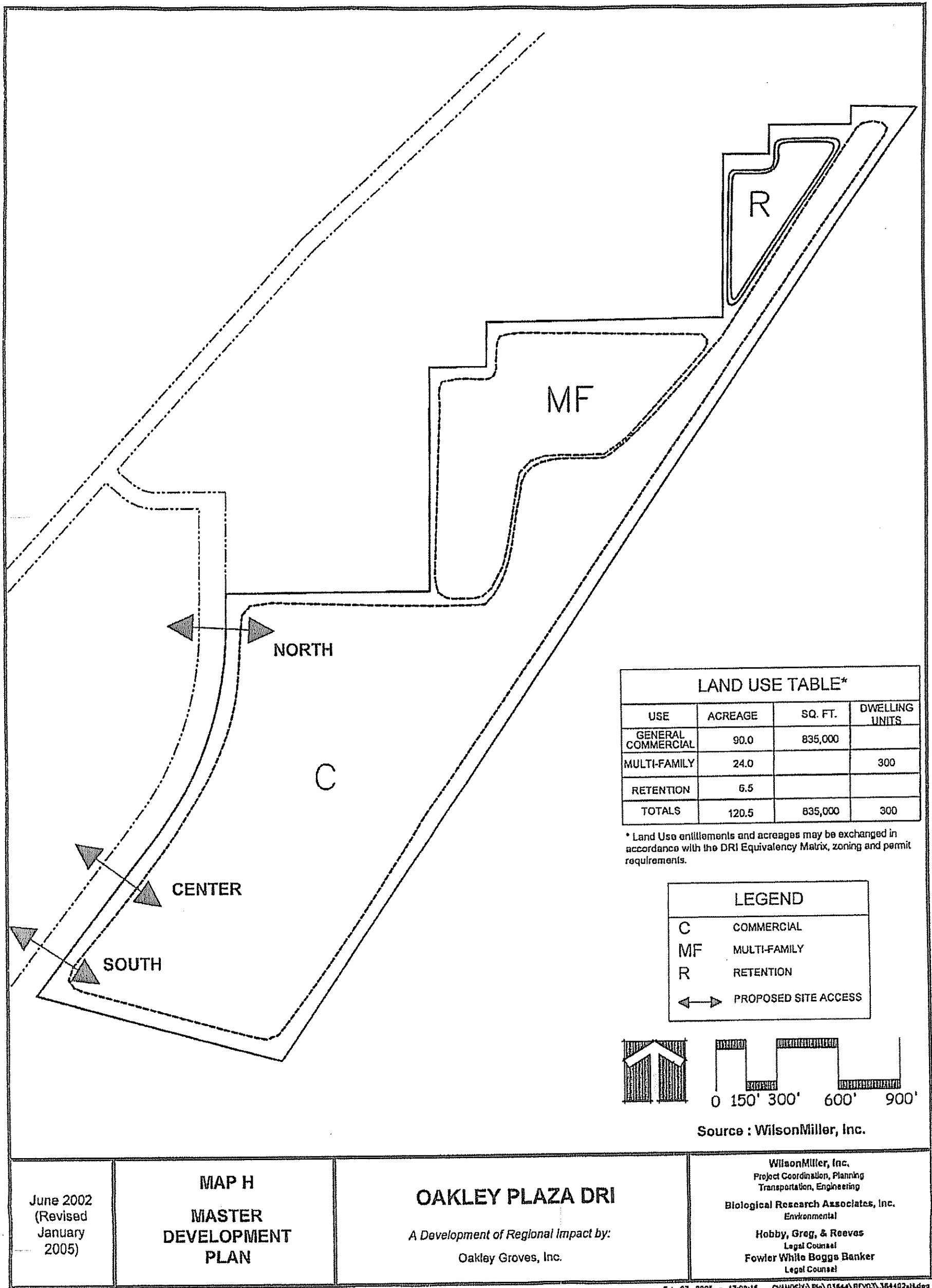
A handwritten signature in black ink, appearing to read "Kathleen H. Teague".

Kathleen H. Teague
Planner II

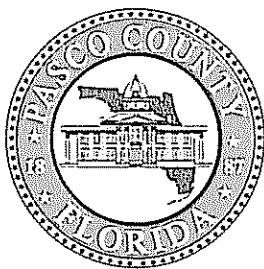
KHT/kht

Enclosures: Approved Map H For Oakley Plaza DRI

cc: B. Patrick Gassaway, P.E., Heidt & Associates, Inc., Swann Plaza, 2212 West Swann Avenue,
Tampa, FL 33606
Andrea Zellman, P.A., Fowler White Boggs Banker, 501 East Kennedy Blvd., Suite 1700
Tampa, FL 33602
J. Benjamin Harrill, P.A., The Oaks at Perrine Ranch, 2550 Permit Place, New Port Richey, FL
34655
Samuel P. Steffey II, Growth Management Administrator
Michael LaSala, AICP, Senior Planner
File



BCC
MAR 22 2005
APPROVED



PASCO COUNTY, FLORIDA

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CERTIFIED MAIL
RETURN RECEIPT REQUESTED

April 11, 2005

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

RE: Oakley Plaza - DRI No. 253, DO

Dear Mr. Meyer:

Enclosed please find a certified copy of the Oakley Plaza Development of Regional Impact (DRI) No. 253, Development Order (DO) Amendment (Resolution No. 05-156), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. This DO amendment was approved by the Pasco County Board of County Commissioners on March 22, 2005.

Additionally, please find an executed version of the Development Agreement between Pasco County and Oakley Groves, Inc. An unexecuted version of the Development Agreement is attached to the DO as Exhibit I.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathleen H. Teague", is written over a horizontal line.

Kathleen H. Teague
Planner II

KHT/ltr/oakley/67a(1)

Enclosure

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

**A RESOLUTION ADOPTING A DEVELOPMENT ORDER
APPROVING, WITH CONDITIONS, THE OAKLEY PLAZA
DEVELOPMENT OF REGIONAL IMPACT (DRI NO. 253).**

WHEREAS, in accordance with Section 380.06, Florida Statutes (F.S.), as amended, Oakley Groves, Inc. (Applicant/Developer) has filed an Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as Oakley Plaza; and,

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

WHEREAS, the culmination of review pursuant to Section 380.06, F.S., requires the approval, approval with conditions, or denial of the ADA; and,

WHEREAS, this development order (DO) for the Oakley Plaza DRI was adopted by the Pasco County Board of County Commissioners on March 22, 2005.

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

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

OAKLEY PLAZA DEVELOPMENT ORDER

1. General Findings of Fact

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

a. Oakley Groves, Inc., hereinafter referred to as the "Applicant" or "Developer," has filed, in accordance with Section 380.06, F.S., as amended, the ADA of the Oakley Plaza DRI and associated four (4) Responses to Request for Additional Information, the sum total of which shall be referred to as the "Application."

b. The nature, type, scope, intensity, density, costs, and general impact of the proposed Oakley Plaza DRI, in part, are those which are summarized in Composite Exhibit A, the Application, and in attached Exhibit B, the Specific Findings of Fact and regional impacts contained in Pages 1-19 of the Tampa Bay Regional Planning Council (TBRPC) Final Report. Both Exhibits A and B are incorporated into this DO by reference.

c. The real property encompassed by the Oakley Plaza DRI is owned by Oakley Groves, Inc., and a description of the real property is attached hereto as Exhibit C ("the Property") which is made a part of this DO.

RECEIVED
APR 01 2005

d. The Pasco County Comprehensive Plan Future Land Use Map classification for the Property is MU (Mixed Use). The proposed development is consistent with the provisions of the MU (Mixed Use) classification 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, A-R Agricultural-Residential, and C-2 General Commercial. On March 22, 2005, the Board of County Commissioners will consider adoption of Rezoning Petition No. 6342 to rezone the Property from A-C Agricultural, A-R Agricultural-Residential, and C-2 General Commercial to MPUD Master Planned Unit Development.

f. On June 29, 2004, the TBRPC notified Pasco County that the sufficiency review was complete, that the TBRPC had initiated the preparation of its DRI Final Report, and that the local government should set a date for the public hearing on the pending Application.

g. The Board of County Commissioners scheduled and held a public hearing on the pending Application on March 22, 2005.

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 submit rebuttal evidence.

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

k. The Board of County Commissioners has received and considered the TBRPC Final Report on the above-referenced 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 Growth Management Department and the Pasco County Development Review Committee (DRC).

2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

a. This Oakley Plaza DRI will not unreasonably interfere with the achievement of the objectives of the State Land Development Plan applicable to the area encompassed by the Application.

b. As conditioned, this DRI/DO addresses issues raised consistent with the report and recommendation of the TBRPC.

c. As conditioned, this DRI/DO is consistent with the Pasco County Land Development Code (local land development regulations).

d. As conditioned, this DRI/DO is consistent with the adopted Pasco County Comprehensive Plan (the Comprehensive Plan) as amended.

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

f. As conditioned, this DRI is consistent with the State Development Plan.

3. Approval Stipulations

a. 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 therein. Such conditions shall be binding upon all Applicant's/Developer's successors in interest to the Property.

In the event Pasco County believes violation of the provisions hereof has occurred, the Pasco County Administrator or his designee may issue a Notice of Noncompliance to the Applicant/Developer after providing the Applicant/Developer with an opportunity to be heard and, if it is determined by the County Administrator or his designee that a violation has occurred, the County Administrator or his designee 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 matter. Notwithstanding the foregoing, violations of the Development Agreement shall be addressed in accordance with the provisions of the Development Agreement.

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

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

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

c. Development of the Oakley Plaza DRI shall also be governed by the standards and procedural provisions of the Comprehensive Plan. Land development regulations shall be applied in a manner that is consistent with Section 163.3194(1)(b), F.S. Conflicts between the land development regulations and this DO shall be resolved in accordance with applicable law.

d. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction until May 1, 2018, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the DO have occurred; or that the DO was based on substantially inaccurate information provided by the Applicant/Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this DO, the associated Development Agreement, the MPUD Master Planned Unit Development conditions, and the Pasco County Comprehensive Plan and Land Development Code regulations, shall not constitute downzoning, unit density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

e. As provided in Chapter 190, F.S., and subject to the Pasco County Board of County Commissioners separate approval, Community Development District(s) (CDD) are hereby authorized

to undertake the funding and construction of any of the projects, whether within or without the boundaries of the CDD which are identified within this DO. Further, any obligations of the Applicant/Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by Pasco County.

f. The Property is currently utilized for agricultural activities. It is understood that while the use will cease when the DRI is built out, portions of the Property may continue to be used for agricultural activities until the Property is developed in accordance with this DO, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

4. Phasing and Duration

a. Phasing Schedule

This project is specifically approved as a one (1) phase project.

b. Effective Date and Duration

(1) The DO for the Oakley Plaza DRI shall not be effective until the Florida Department of Community Affairs (FDCA) has issued its Notice of Intent.

(2) The effective period of this DO shall be until May 1, 2018. 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 an extension shall be made at least sixty (60) days prior to the expiration date. All extensions shall be subject to a substantial deviation determination pursuant to Chapter 380.06(19), F.S.

c. Commencement of Development

If physical development of Oakley Plaza has not commenced within three (3) years of the effective date of this DO, the Board of County Commissioners shall determine, pursuant to Chapter 380.06(19), F.S., 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 other vertical development, unless otherwise approved by Pasco County.

d. Build-Out of Project

(1) The build-out date of the project shall be May 1, 2010.

(2) Any delay in the build-out date beyond May 1, 2010, shall require a new transportation analysis, in accordance with Section 380.06, F.S., as the basis for a DO Amendment which may include re-evaluation of required transportation mitigation.

5. Specific Conditions

a. Development Components

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

**TABLE 1
DEVELOPMENT INFORMATION
Oakley Plaza DRI**

<u>Development Category</u>	<u>Acres</u>	<u>Buildout (2010)</u>
Multifamily Residential (28-24.010, FAC)	12.5 -24.0± Acres	300 Units
Retail*	90.0± Acres	835,000 S.F.

*Land uses may be exchanged for retail uses in accordance with the proposed equivalency matrix.

b. Land Use Exchange

(1) Development entitlements within the project may be exchanged pursuant to the Land Use Equivalency Matrix set out in Exhibit E attached hereto. Land use exchange requests shall be provided to and approved by Pasco County, with copies to the FDCA and the TBRPC for review and comment a minimum of fourteen (14) days prior to final authorization granted by Pasco County, and the use thereof shall be reported in the next biennial report. Exhibit E represents the Land Use Equivalency Matrix which is acceptable. Notwithstanding the foregoing, no approved entitlements may be traded for additional residential entitlements.

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

(3) 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 (NOPC) process 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.

c. Water Quality and Drainage

(1) Development of the project shall not lower the Level of Service (LOS) for offset drainage structures below acceptable standards as established in the adopted Pasco County Comprehensive Plan and Land Development Code as may be amended from time to time.

(2) The project's stormwater management system shall be designed, constructed, and maintained to meet or exceed Chapters 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 (BMP) 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 Applicant/Developer shall comply with the following design requirements:

- (a) All swales shall be fully vegetated and operational.
- (b) Dry stormwater, retention/detention areas, including side slopes and bottoms, shall be vegetated as required.

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

(d) Should the Applicant/Developer discover that any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the Applicant/Developer shall, within seven (7) days, 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.

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

(3) Predevelopment hydrologic/hydraulic properties shall remain unaltered to maintain the quantity and timing of runoff discharges to off-site wetlands and creeks.

(4) The development activities shall not breach the clay-confining unit, and in no event, should contact with the limestone aquifer be allowed. Applicant's/developer's responsibilities to prevent this occurrence and any remedial actions that are required should it occur shall be required to be addressed by the Applicant/Developer prior to development.

(5) A groundwater monitoring program shall be developed in coordination with the Florida Department of Environmental Protection (FDEP), Southwest Florida Water Management District (SWFWMD), and Tampa Bay Water (TBW) to establish parameters, methodology, sampling frequency, and locations of monitoring sites. Any such program shall be submitted to the FDEP, SWFWMD, and TBW for review and to Pasco County for approval. The groundwater-quality monitoring program shall be instituted before commencement of development begins, as defined in the Pasco County Land Development Code, to provide background data and shall continue to project buildout. 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 reported at least annually or more often as may be required.

d. Wellfield Protection

(1) The Applicant/Developer 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 Applicant/Developer shall immediately notify the County, TBW, and SWFWMD, and adopt one (1) or more of the following procedures as determined to be appropriate by the County and SWFWMD:

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

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

(c) Visually inspect the affected area.

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

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

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

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

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

(4) The historic average rainfall volume discharged from the project should be maintained post development. The Applicant/Developer shall propose stormwater-design solutions which achieve this goal (i.e., use of swale systems and reducing treatment volume requirements) in cooperation with the TBW, and to the extent the permitting agencies (Pasco County and SWFWMD) can allow.

e. Wetlands

No jurisdictional wetlands occur on site; therefore, protection and/or mitigation is not necessary.

f. Flood Plains/Disaster Preparedness

(1) Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Roadways providing access to residential areas shall be at, or above, floodplain elevations as identified in the Pasco County Land Development Code.

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

g. Vegetation and Wildlife

(1) The Applicant/Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan and Rule 9J-2.041, FAC, of all applicable agencies regarding the protection of listed wildlife and plant species found on-site. In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes are discovered on-site during project development, the Applicant/Developer shall immediately notify the Florida Fish and Wildlife Conservation Commission (FFWCC) and implement the recommended measures for species protection in accordance with the requirements of Section 68A-27, FAC.

(2) The Applicant/Developer shall provide mitigation for take of gopher tortoises through donation to an FFWCC mitigation bank.

(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 biennial report submitted following commencement of development.

h. Air Quality

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

i. Land

(1) The BMP to reduce soil erosion and fugitive dust shall be implemented.

(2) Prior to commencing development, the Applicant/Developer shall provide the Pasco County Engineering Services Department, Survey Division, with two (2) pair of Global Positioning Satellite (GPS) control points with twenty-four (24) hour access. The Applicant/Developer and the County Surveyor shall mutually determine the location. The Applicant's/Developer's existing survey shall be valid for permitting purposes until final plat approval is requested. All final plats will be referenced from this point in accordance with Rule 61G17-6, FAC. All the GPS points shall be installed in accordance with standards contained in Rule 61G17-6, FAC.

j. Utilities

(1) Water Supply and Wastewater Treatment

(a) Pasco County has determined that capacity exists, and water and wastewater services will be provided by Pasco County in accordance with Section 110 of the Pasco County Code of Ordinances as amended. The Applicant/Developer shall construct all water and wastewater facilities within the development to Pasco County standards in effect when application is made for connection.

(b) Development of the project shall not result in LOS for water and wastewater services below the acceptable LOS established in the Pasco County Comprehensive Plan.

(c) The Developer shall encourage the use of high-efficiency, low-volume, plumbing fixtures; appliances; and irrigation throughout the project through the establishment of an educational program.

(d) The project shall utilize the lowest quality water reasonably available, suitable, and appropriate.

(e) Dual lines for irrigation shall be installed in the development during construction. Reuse connections shall also be metered when they occur.

(f) The local water resources are very limited and "every tool available to minimize water demand" shall be used. The Applicant/Developer shall use the following at the time of construction:

(i) Low-volume irrigation systems in all nonturf areas and all irrigation (turf and nonturf) in accordance with the irrigation design standards described in Appendix J of the Florida Building Code.

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

(iii) Water meters on all irrigation system clocks.

(g) Florida-friendly landscaping materials and techniques shall be used that, once established, the landscape will be prepared for more extreme weather conditions. The Applicant shall work with Florida Yards and Neighborhoods to implement integrated pest management, landscape design, plant material selection, and irrigation system installation.

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

(i) No septic tanks shall be installed on the Oakley Plaza site.

(2) Solid/Hazardous/Biohazardous Waste and Recycling

(a) Pasco County has determined that adequate capacity exists to process the solid waste generated by the project. The collection, transportation, and disposal of solid waste are controlled by Section 90 of the Pasco County Code of Ordinances and shall take place in accordance with the terms thereof.

(b) Development of the project shall not result in 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.

(c) As stated in the ADA, it is not anticipated that hazardous or toxic waste will be generated by the project. The Applicant/Developer or his 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.

(d) 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 types of development within Oakley Plaza.

(e) 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.

(f) In the event that any portion of the site is constructed with auto mall uses, as committed, there shall be no underground petroleum storage tanks or auto body shop/paint facility(ies) on site.

k. Energy

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

(2) All Oakley Plaza 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.

l. Transportation

Transportation-system improvements required to mitigate the impact of this proposed development have been identified during the development-review process. These transportation system improvements are set forth in Exhibits F and G attached hereto:

(1) The Developer's proportionate-share mitigation dollar amount for the required improvements in Exhibit F is Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) (the "Proportionate Share") as provided in Exhibit F. The Developer shall

mitigate for the traffic impacts of the development by providing the combination of mitigative measures set forth herein, which shall be conditions of approval:

(a) The Developer has elected to make a payment of the proportionate share dollar amount of Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00), (the "Proportionate Share") to Pasco County in order to accelerate the construction of the improvement identified as the widening from four (4) to six (6) lanes of S.R. 54 from I-75 to C.R. 581 as a Pipeline Project which is identified in Exhibit F.

The estimated cost of the Pipeline Project is at least Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) in 2003 dollars. Pursuant to the terms of the Development Agreement, the Applicant/Developer has elected to make a payment to the County in that amount for the design, permitting, and construction of the Pipeline Project, including any necessary right-of-way acquisition. The actual payment amount shall be calculated by applying the then current FDOT Price Trends inflation factor to the remaining proportionate dollar amount at the time of payment, which is expressed above in 2003 dollars. The County will expeditiously design, permit, construct, and acquire right-of-way for the Pipeline Project.

(b) The obligation set forth in (a) above shall fully and completely satisfy the proportionate-mitigation requirements of this development and shall be creditable against the Pasco County Transportation Impact Fee obligations of the development in accordance with Pasco County Ordinance No. 94-03 as amended and the Development Agreement.

(2) Access Management: The Developer shall be responsible for construction of all access improvements for the project prior to or concurrent with vertical construction of the portions of the project necessitating such improvements as determined by the County at the time of preliminary site plan approval and/or at the time of issuance of access permits for the project except when the Development Agreement provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the DRC or Development Review Division may also require further site access/site-related intersection improvements and site access/site-related roadway improvements. All access improvements, number of access points, spacing, and geometry of access points shown on Map H and Exhibit G attached hereto shall be subject to compliance with the provisions of Pasco County's access-management regulations. The Development Agreement described in Subsection (i) below and Exhibit C to the Development Agreement set forth: (a) the scope and required timing of the required site-related and off-site related improvements for the project. The Developer shall design, permit, construct, and acquire right-of-way for such improvements at its sole expense consistent with Exhibit C to the Development Agreement. These improvements, which are set forth below, are neither creditable against the proportionate-share dollar amount, mitigation obligation of the development nor creditable against the Pasco County Transportation Impact Fee requirements of the development.

(a) Widen Oakley Boulevard between Dayflower Boulevard and the south project driveway from a total of two (2) lanes to a four (4) lane divided roadway within 130 feet of the right-of-way. The intersection of Oakley Boulevard at Dayflower Boulevard shall be improved by adding an eastbound to northbound, left-turn lane; a combined eastbound to southbound, right-turn lane and through lane; and a southbound to westbound, right-turn lane with a southbound, through lane.

(b) Widen Oakley Boulevard between C.R. 54 and Dayflower Boulevard to a total of a three (3) lane roadway within 100 feet of the right-of-way (two [2] northbound lanes and one [1] southbound lane).

(c) Resurface, in accordance with County standards and within 130 feet of the right-of-way for the north-south portion of the roadway and within 60 feet for the east-west portion of the roadway, all remaining portions of Oakley Boulevard not subject to the widening referenced in this paragraph or the provisions of (d) and (h) below.

(d) Improve the intersection of Old Pasco Road/Oakley Boulevard by adding a westbound to southbound, left-turn lane and a southbound to eastbound, left-turn lane.

(e) Construct the Gateway Boulevard Extension north from C.R. 54 to the proposed Dayflower Boulevard as a four (4) lane divided, urban, cross-section roadway within 120 feet of the right-of-way, including dual southbound to eastbound, left-turn lanes and a shared through/right-turn lane, and signalize the intersection of C.R. 54/Gateway Boulevard when warranted by *Manual on Uniform Traffic Control Devices* (MUTCD) to accommodate the above improvements.

(f) Construct Dayflower Boulevard (a.k.a. the reverse frontage road) from the Gateway Boulevard Extension east to Oakley Boulevard as a three (3) lane, urban, cross-section roadway within 60 feet of the right-of-way. The intersection of Dayflower Boulevard-Gateway Boulevard shall be stop-sign controlled as needed.

(g) Signalize the Oakley Boulevard-Dayflower Boulevard intersection, when warranted by the MUTCD.

(h) Construct the following three (3) project driveways to Oakley Boulevard as depicted on Map H. The Developer shall provide required turn lanes and signalization for each driveway when warranted by the MUTCD. The driveway improvements are as follows: 1) South Driveway shall be constructed with a northbound, right-turn lane; southbound, left lane; two (2) westbound, left lanes; and westbound, right lane; 2) Central Driveway shall be constructed with a northbound, right lane; southbound, left lane; westbound, left lane, and westbound, right lane; 3) North Driveway shall be constructed with a northbound, right lane; southbound, left lane; westbound, left lane; and westbound, right lane.

(i) Development Agreement: The County and Developer have entered into a Development Agreement attached hereto as Exhibit H setting forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the Pipeline Project and site-

related improvements. The Development Agreement also contains: 1) a schedule for payment of the proportionate-share amount to ensure that the Pipeline Project is expeditiously constructed; 2) a requirement that if the Developer should fail to adhere to the schedule in the Development Agreement, then no further Building Permits or development approvals shall be issued until the project obligations have been recommenced to the satisfaction of the County; 3) provisions for assistance from Pasco County in the acquisition of right-of-way, for the site-related improvements as needed; 4) requirements for financial performance guarantees to be provided by the Developer to ensure that the improvements will be completed in accordance with the applicable schedule; 5) provisions addressing the payment of transportation impact fees and transportation impact fee credits; 6) insurance and indemnification requirements; and 7) other provisions as deemed appropriate by the County. Changes to the Development Agreement which materially affect the requirements in Subsection (2) above or which remove any condition required by Rule 9J-2.045, FAC, shall be amended in the DO through the NOPC process pursuant to Chapter 380, F.S. All other amendments to the Development Agreement shall not require an NOPC or DO amendment.

m. Trip Generation Monitoring

(1) Eighteen (18) months following construction plan approval for vertical construction of fifty (50) percent of the DRI entitlements in terms of the p.m. peak-hour project trip generation, or prior to construction plan approval for vertical construction of sixty-five (65) percent of the DRI entitlements in terms of p.m. peak-hour project trip generation, the Developer shall institute a monitoring program to provide external p.m. peak-hour counts and projected counts at the project entrances as set forth below. Monitoring shall continue on a biennial basis until project buildout. Each monitoring event shall be conducted within a six (6) month period from the due date of each biennial report to ensure that the counts are relatively current.

(2) The monitoring program shall consist of weekday p.m. peak-hour directional counts from 4:00 to 6:00 p.m., with subtotals at fifteen (15) minute increments, at all project entrance driveways to Oakley Boulevard. Only turns to and from the project entrance need to be counted (through volumes on Oakley Boulevard will not be required). The sum of the project entrance trips will be totaled in fifteen (15) minute increments and the highest four (4) consecutive fifteen (15) minute totals will be summed to determine the project's total p.m. peak-hour traffic volume. This total will include the net external trips, pass-by trips, and pass-by diverted trips. For the project, the total p.m. peak-hour project traffic at the driveways was estimated to be 2,069 net external and 520 pass-by and pass-by diverted trips, for a total of 2,589 trips (1,274 inbound, 1,315 outbound trips).

(3) If monitoring results demonstrate that the project is generating more than five (5) percent above the number of trips estimated in the original analysis (as stated above) or a biennial report is not submitted within thirty (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 DO to require additional

roadway improvements. Any required transportation analysis shall be subject to review by all appropriate review entities.

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

(5) Transportation System Management (TSM) Program

In the first year following the issuance of a Certificate of Occupancy (CO) for the first office development in the project, the Developer or its successor shall initiate a TSM Program to divert vehicle trips from the p.m. peak-hour. The TSM Program shall include an annual assessment of the actual achievement of trips diverted from the p.m. peak-hour as a result of the program. Results of the TSM Program shall be included in each biennial report.

n. Educational Facilities

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

o. Recreation and Open Space

The Applicant/Developer shall comply with the Pasco County Neighborhood Parks Ordinance, No. 02-26 adopted on October 29, 2002, as amended. The Applicant/Developer shall also comply with the Pasco County Park Impact Fee Ordinance No. 02-03 adopted January 29, 2002, as amended.

p. Health Care/Police/Fire

(1) Pasco County shall provide fire and emergency medical services to the project. The Pasco County Sheriff's Office shall provide law enforcement services to the project. The Applicant/Developer shall be required to pay impact fees for all such services.

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

(3) The Applicant/Developer shall review the concepts of "fire safe communities," as provided by the Florida Division of Forestry, and implement all appropriate measures.

q. Hurricane Preparedness

The Applicant/Developer shall coordinate with the Pasco County Office of Emergency Management regarding incorporation of hurricane and wind resistant technology into the design criteria of all development.

r. Housing

(1) The Developer has completed an Affordable Housing Analysis for the nonresidential component of Oakley Plaza and determined that the existing housing supply is adequate to meet the anticipated demand for very low-, low-, and moderate-income housing units.

s. Historical and Archaeological

The discovery of any significant historical or archaeological resources 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.

t. General Conditions

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

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

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

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

(5) Should development significantly depart from the parameters set forth in the ADA to an extent that such departure or change creates a reasonable likelihood of additional regional impact, or creates any type of regional impact not previously reviewed by the regional planning agency, the project will be subject to substantial deviation review pursuant to Section 380.06, F.S.

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

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

(8) The acreage associated with the multifamily development may range from 12.5 to 24.0 acres so long as the number of multifamily units does not exceed 300 as proposed.

6. Procedures

a. Biennial Reports

(1) Monitoring of Oakley Plaza DRI by the County shall be the responsibility of the County Administrator or his designee.

(2) The Applicant/Developer shall provide a biennial report on the required form to the Pasco County Growth Management Department, the TBRPC, and the FDCA on the two (2) year anniversary date of final adoption of this DO and every two (2) years during the term of this DO. The contents of the biennial report shall meet the requirements of Section 380.06(18), F.S., and shall include all additional data and information, as required in this DO.

(3) If the biennial report is not submitted within sixty (60) days after the due date, Pasco County shall notify the Applicant/Developer and shall declare the project not to be in compliance with this DO. Should the report not be submitted within thirty (30) days after such notification, all on-going development activity, the further issuance of Building Permits, and the extension of services to the project shall cease immediately 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 Applicant/Developer shall include:

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

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

(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 Applicant/Developer has met the conditions.

b. Amendments/Substantial Deviations

(1) Proposed changes to this DO are subject to review pursuant to the 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 (NOPC to a Previously Approved DRI), and shall be provided by the Applicant/Developer to the 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(14)(a), F.S., as amended.

(2) The Clerk of the Board of County Commissioners shall return six (6) signed and certified copies of this DO and the Notice of Adoption to the Pasco County Growth Management Department. The Development Services Branch shall then send copies of each document to the FDCA, TBRPC, and to attorneys of record in these proceedings.

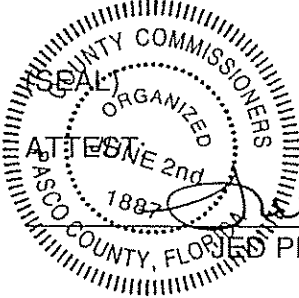
(3) The DO shall be deemed rendered upon transmittal of copies to all recipients identified in Chapter 380, F.S.

7. Severability

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

8. This resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 22ND day of March, 2005.



[Signature]
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

[Signature]
PAT MULIERI, Ed.D., CHAIRMAN

WITNESSES:

APPROVED
By: MAR 22 2005

Print

Its _____
Title

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

[Signature]
ATTORNEY

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGE(S) 1-90 OF 90 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS
21st day of March 2005
JED PITTMAN, CLERK TO THE BOARD
BY [Signature] D.C.

2005-002243

03/22/05

EXHIBITS TO OAKLEY PLAZA DEVELOPMENT ORDER

- A. ADA, Sufficiency Responses*
- B. TBRPC Final Report*
- C. Legal Description
- D. Developers Commitments
- E. Land Use Equivalency Matrix
- F. Proportionate Share Calculations
- G. Site-Related Transportation Improvement Graphics
- H. Map H
- I. Development Agreement

* Incorporated by reference only

EXHIBIT C

Legal Description

EXHIBIT C

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN SECTIONS 1 AND 12, TOWNSHIP 26 SOUTH, RANGE 19 EAST AND IN SECTIONS 6 AND 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE N. 00°10'15" E., ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1295.64 FEET; THENCE N. 89°43'21" E., A DISTANCE OF 216.47 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OAKLEY BOULEVARD FOR A POINT OF BEGINNING; THENCE N. 00°15'55" E., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, N. 89°43'21" E., A DISTANCE OF 1005.00 FEET; THENCE N. 00°15'55" E., A DISTANCE OF 1100.15 FEET; THENCE N. 89°39'07" E., A DISTANCE OF 278.41 FEET; THENCE N. 00°46'45" E., A DISTANCE OF 219.17 FEET; THENCE N. 89°17'01" E., A DISTANCE OF 1165.62 FEET; THENCE N. 00°15'48" E., A DISTANCE OF 808.67 FEET; THENCE S. 89°11'13" E., A DISTANCE OF 22.58 FEET; THENCE N. 00°10'01" E., A DISTANCE OF 145.31 FEET; THENCE S. 89°51'25" E., A DISTANCE OF 401.46 FEET; THENCE N. 00°59'33"E., A DISTANCE OF 89.74 FEET; THENCE S. 89°46'48" E., A DISTANCE OF 325.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE SOUTHERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 453.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 11609.16 FEET, DELTA OF ANGLE OF 02°14'26", AND A CHORD BEARING AND DISTANCE OF S. 35°00'42" W., 453.95 FEET); THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S. 33°53'29" W., A DISTANCE OF 5185.96 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, N. 74°41'47" W., A DISTANCE OF 1242.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OAKLEY BOULEVARD; THENCE N. 37°01'11" E., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 986.86 FEET; THENCE 1091.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1702.00 FEET. DELTA ANGLE OF 36°45'16", AND CHORD BEARING AND DISTANCE OF N. 18°38'33" E., 1073.19 FEET); THENCE N. 00°15'55" E., A DISTANCE OF 150.90 FEET TO THE POINT OF BEGINNING.

EXHIBIT D

Developer's Commitments

EXHIBIT D

DEVELOPER'S COMMITMENTS DRI #253 - OAKLEY PLAZA 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), the Second Sufficiency Response (SR2), the Third Sufficiency Response (SR3), or the Fourth Sufficiency Response (SR4):

GENERAL

The applicant proposes to supplement the infrastructure available to the site in accordance with the policies of the Comprehensive Plan and the Land Development Code. The project will connect to existing Pasco County public facilities (e.g. potable water, sanitary sewer and roadway systems. (ADA/Page 10.8)

VEGETATION AND WILDLIFE

1. The applicant intends to mitigate for impacts to gopher tortoises through donation to a Florida Fish and Wildlife Conservation Commission mitigation bank... (ADA/Page 12.6)
2. The Applicant will be submitting a [gopher tortoise take] permit request to the FFWCC to take these animals. Mitigation will be provided offsite, most likely a donation to a gopher tortoise mitigation bank approved by the FFWCC. (SR4/Page 12.1)

WETLANDS

1. No wetlands will be disturbed or altered. The ditch will be removed and replaced with a surface water management system appropriate to the land use. (ADA/Page 13.2)
2. The applicant is agreeable to working with Tampa Bay Water [to evaluate the establishment of potential ecological monitoring sites on the property should they be beneficial in the future as part of Tampa Bay Water's ecological monitoring program]. (SR1/Page 13.1)

WATER QUALITY

1. The surface water management system proposed for the site will be designed to protect surface water quality through the use of grass swale systems and surface water retention ponds. The design will incorporate the first one-half inch of runoff or runoff from the first inch of rainfall... To prevent adverse effects to ground water quality during construction, no excavation into the confining layers or underlying limestone is proposed. (ADA/Page 14.4)
2. The [stormwater management] system will be designed to reduce pollutant loads discharged from the site and mitigate development-related effects. (ADA/Page 14.4)
3. Construction Best Management Practices will be used to prevent construction related turbidity and erosion problems. A plan to regularly monitor and maintain, as necessary, erosion and turbidity control measures will be designed and implemented with input from the county and other regulatory agencies, as appropriate. (ADA/Page 14.4)
4. Appropriate conditions for the monitoring and collection of baseline data will be proposed during preparation of the development order. (SR1/Pages 14.1, 14.2 & 20.1)
5. There will be no underground petroleum storage tanks. There will be no auto body shop/paint facility on-site. (SR2/Page 10.1)

SOILS

1. In areas to be developed, unsuitable soils will be removed and replaced with suitable materials. (ADA/Page 15.1)

2. All buildings will be constructed on compacted fill materials with habitable structure finished floor elevations set at or above the determined 100-year flood elevation. (ADA/Page 15.1)
3. Unsuitable soils will be utilized for the creation of landscape berms to the extent possible. Additional unsuitable materials will be disposed of based on plans approved by local government agencies. (ADA/Page 15.2)
4. The Applicant acknowledges that appropriate subsurface investigations may need to be done prior to construction of stormwater/floodplain compensation ponds. These investigations will be those routinely performed to support issuance of required permits. (SR3/Page 15.1)
5. The Applicant has worked with the Department of Environmental Protection (DEP) in response to the above comments. Language proposed as a development order condition has been accepted by DEP [was included as SR4/Exhibit 15-3]. (SR4/Page 15.2)

FLOODPLAINS

1. In general, floodplain impacts will be mitigated at a 1:1 ratio with the proposed mitigation area being located within the same basin as the floodplain impacts. (ADA/Page 16.1)
2. There will be no increase in the potential for off site flooding due to the development of this site. (ADA/Page 16.2)

WATER SUPPLY

1. No on site [water] wells are proposed with this project. (ADA/Page 17.2)
2. Oakley Plaza will encourage the practice of water conservation in both the residential and non-residential components of the project... Xeriscaped common areas will be encouraged throughout the project to reduce the demand for water supply. (ADA/Page 17.3)
3. When available, water for irrigation and other non-potable purposes will be taken from the stormwater management ponds and any reclaimed water sources adjacent to the site. (SR1/Page 10.1)
4. Water conservation fixtures, appliances and other water conserving devices and implementation of xeriscape principles will be encouraged through the property owner's association and/or recommended building design standards. (SR1/Page 17.1)
5. The Applicant will implement an integrated pest management program to address the responsible use of water, pesticides, herbicides and fertilizers to minimize groundwater contamination. In addition, the Applicant will also agree to incorporate landscaping principles of the Florida Yards and Neighborhoods Program in the multi-family residential areas of the Development. Where available, reclaimed or another non-potable water source will be utilized for irrigation. (SR1/Page 17.2)

WASTEWATER MANAGEMENT

1. All portions of the development will be served by the proposed sanitary sewer system. Consequently, no permanent septic tanks will be installed. (ADA/Page 18.2)
2. All wastewater flows from the project will be collected and directed to the public wastewater treatment plant. (SR1/Page 10.1)

STORMWATER MANAGEMENT

1. The stormwater management areas will be designed with 4:1 side slopes and stabilized with sod. This will minimize erosion and allow for easy maintenance of the slopes. (ADA/Page 15.2)
2. All development runoff will receive a minimum of one inch of treatment prior to discharge from the site. (ADA/Page 19.2)
3. The proposed ponds will contain a littoral shelf that comprises approximately 35% of the pond area at the normal water level (NWL). The littoral shelf vegetation provides biological treatment to the stormwater passing through and over the shelf through nutrient uptake. The first one-inch of runoff from each basin will be treated in the lakes between normal water level (NWL) and the design low water (DLW). These types of

ponds provide for a minimum of 36 hours and a maximum of 60 hours to discharge half of the treatment volume. The remaining volume will be drawn down in 120 hours. (ADA/Page 19.4)

4. Stormwater runoff from the site will be routed to the on-site stormwater ponds. (SR1/Page 10.2)
5. Maintenance of all stormwater facilities will be the responsibility of the developer or its assignee... (SR1/Page 10.2)
6. The Applicant will commit to not breaching the confining clay layers or contacting the limestone aquifer during the construction of any needed storm/surface water retention or treatment systems. (SR1/Page 19.3 & SR2/Page 19.1)

SOLID WASTE/HAZARDOUS WASTE/MEDICAL WASTE

There will be no underground petroleum storage tanks. There will be no auto body shop/paint facility on site. (SR2/Page 10.1)

TRANSPORTATION

The applicant will provide sidewalks and bike lanes consistent with requirements of the Pasco County Land Development Regulations. (SR1/Page 21.3)

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 include sodding, seeding, mulching, or planting of landscaped material in cleared and disturbed areas. Watering procedures will be employed as necessary to minimize fugitive dust. (ADA/Page 22.1)

HURRICANE PREPAREDNESS

The developer will coordinate plans prepared for permitting and construction of the proposed multi-family residential buildings with Pasco County's Emergency Management Department. (SR1/Page 23.1)

AFFORDABLE HOUSING

1. The development will increase the supply of safe, affordable, and sanitary housing in the region by providing multi-family housing types. (ADA/Page 10.6)
2. The entire residential development component of this project will be renter-occupied. (ADA/Page 24.1)

RECREATION AND OPEN SPACE

1. Recreation uses typically associated with multi-family development are also anticipated on site and will meet the Recreation Facilities Performance Standards listed in the Comprehensive Plan. (ADA/Page 10.5)
2. Oakley Plaza will meet the recreation and open space goals and objectives of the Pasco County Comprehensive Plan by providing recreational facilities for residents of multifamily development and through the County's adopted parks and recreation impact fees. (ADA/Page 26.1)

EDUCATION

The proposed development will be required to pay school impact fees at the time residential building permits are issued. (SR1/Page 27.1)

EXHIBIT E

Land Use Equivalency Matrix

Exhibit E
(Page 1 of 2)

TABLE 1
EQUIVALENCY MATRIX
Oakley Plaza
(Revised 1/05)

Change To:	Auto Mall	Office	Movie Theater
Change From:			
Retail	1,328 sf/ksf (1.3278) ^{2,3}	1,493 sf/ksf (1.4927) ³	33.50 seats/ksf (33.5000) ³

^{1.} Land use exchanges are based on net external p.m. peak hour peak two-way project traffic. Use of this matrix shall be limited to the following minimums and maximums to ensure that impacts for transportation, water, wastewater, solid waste, and affordable housing (total demand shall not exceed 612 dwelling units based on the following rates: Retail 0.733 dus/ksf; Auto Mall 0.733 dus/ksf; Office 3.35 dus/ksf; and Movie Theater .006 dus/seat) are not exceeded.

Land Use	Minimum	Approved	Maximum
Retail ^a	0 sfgla	835,000 sfgla	835,000 sfgla ^a
Multi-Family	300 dus	300 dus	300 dus
Auto Mall ^a	0 sf	0 sf	835,000 sf ^a
Office	0 sf	0 sf	175,000 sf
Movie Theater	0 seats	0 seats	2,400 seats

^a The combination of Retail and Auto Mall land uses shall not exceed a combined total square footage of 835, 000 sf.

² Example exchanges:
Add 500,000 sf of Auto Mall by reducing Retail: 500,000sf Auto Mall ÷ 1.3278 = 376,562.74; reduce Retail by 376,563sf

³ Actual Equivalency factor for use in calculations

EXHIBIT E
(Page 2 of 2)

TABLE 2
PM PEAK HOUR BUILDOUT TRIP GENERATION
Oakley Plaza
(Revised 8/04)

Land Use	ITE Land ^{1,2} Use Code	Size	Gross P.M. Peak Hour		Internal Capture		Passer-By Capture		Net P.M. Peak Hour		Peak Two-way External
			In	Out	In	Out	In	Out	In	Out	Trip Rate
Retail	820	835,000 sf	1223	1325	32	38	250	270	941	1017	2.345/ksf
Multi-Family	220	300 dus	121	60	38	32	0	0	83	28	n/a
Alternate Land Use											
Auto Mall	841	900,000 sf	793	1190	197	197	0	0	596	993	1.766/ksf
Office	710	175,000 sf	47	228	0	0	0	0	47	228	1.571/ksf
Movie Theater	444 ²	2,400 seats	92	76	0	0	0	0	92	76	0.070/seat

1. ITE's Trip General Manual, 6th Edition, see Table 21-4 of DRI/ADA for additional information regarding trip generation details and assumptions, as well as the appended information provided herein.
2. ITE Trip Generation Manual, 7th Edition. The 6th Edition of ITE contained an error regarding this land use; ITE 6th Edition is double that of ITE 5th Edition and ITE 6th Edition. ITE 5th Edition is generally the same as ITE 7th Edition. Therefore ITE 7th Edition was used for this land use herein to correct the error in ITE 6th Edition.

EXHIBIT F

Proportionate Share Calculations

EXHIBIT F

Proportionate Share Calculations(Tables 21-10 and 21-11)

(Page 2 of 2)

TABLE 21-11 (revised December 2004)					
INTERSECTION IMPROVEMENT PROPORTIONATE SHARE					
Oakley Plaza DRI					
Project Buildout With Reverse Frontage Rd.					
Intersection	Required Improvement ³	Cost ¹	% Project Traffic ²	Proportionate Share	
S.R. 54/Bruce B. Downs Bl.	WB left & EB drop thru lane	\$ 679,037	69.1	\$ 469,215	
I-75/S.R. 54	WB right turn lane	\$ 176,414	44.1	\$ 77,799	
TOTAL		\$ 855,451		\$ 547,014	
¹ Thru lane costs see Table 21-10. Turn lane costs see Pasco County MPO letter of April 14, 2004.					
² Project Traffic as a percentage of Increased Service Volume.					
³ Includes Right-of-Way cost of \$20.00 per square foot for SR 54 and \$10.00 per square foot for Old Pasco Rd.					



PASCO COUNTY, FLORIDA

FAX
DADE CITY
LAND O' LAKES
WEST PASCO

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

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

*For Marked
Rec'd* 4/16/04
4/19/04

April 14, 2004

Mr. Randy Coen, AICP
Coen & Company
P.O. Box 10658
Tampa, FL 33679-0658

RE: Cypress Creek Town Center - Development of Regional Impact

Dear Mr. Coen:

Attached are comments regarding the proportionate share from the Pasco County Metropolitan Planning Organization (MPO) consisting of the following:

1. April 7, 2004 e-mail from Ali Atefi.
2. April 7, 2004 comments from URS (2 pages).
3. "Cypress Creek Town Center DRI - Phase 1 (2008) Roadway Improvement Proportionate Share Without the Applicant's Proposed North/South Road with Existing Cypress Creek Run", dated April 7, 2004.
4. "Cypress Creek Town Center DRI Intersection Improvement Proportionate Share without North/South Road".

If you have any questions, call (727) 847-8193, extension 7848.

Sincerely,


Deversray L. Garner
Planner II
Attachment

cc: John Meyer, DRI Coordinator, Tampa Bay Regional Planning Council, 4000
Gateway Center, Suite 100, Pinellas Park, FL 33782

Deversray Garner

From: Ali Atefi
Sent: Wednesday, April 07, 2004 2:27 PM
To: Deversray Garner
Cc: Bipin Parikh; Samuel Steffey II
Subject: cypress creek town center proportionate share cost table by mpo.

We have completed our review and finalization of the proportionate share table for cypress creek town center DRI.
The attached is the proportionate share tables for road segments and intersection improvements .
In addition attached is one page description of important disclaimers and a summary of all the changes from the table originally submitted by the applicant's engineer .
In summary the original prop share by applicant is 19 mil .mpo table is 31 mil

Ali Atefi, P.E.
Pasco County
Metropolitan Planning Organization



**CYPRESS CREEK TOWN CENTER DRI
Review Comments - Sufficiency Response
April 7, 2004**

URS has been retained by Pasco County to review the above referenced DRI traffic study. Also, URS has assisted Pasco County and FDOT in the efforts to calculate a "Proportionate Share" dollar amount that identifies the developer's fair share cost to mitigate its traffic impacts on those significantly and adversely impacted roadways. The following is a summary of major issues regarding the final proportionate share calculations:

- Finalizing and agreeing on a proportionate share amount prepared for the Pasco County Metropolitan Planning Organization (MPO) does not necessarily mean that Pasco County MPO has accepted or deemed complete the last version of the traffic study.
- . Allowing a proportionate share payment is at the discretion of Pasco County and its actual dollar amount may be subject to changes due to additional comments from the Florida Department of Transportation (FDOT) and the Tampa Bay Regional Planning Council (TBRPC). Any other mitigation option may require the re-evaluation of the latest submitted traffic study for Phase 1.
- The Applicant is not requesting Phase 2 approval at this time. Phase 2 DRI transportation issues should be evaluated at a later date by a revised traffic study.
- The road improvement costs for the significantly and adversely impacted roadways are in 2002 dollars, except for the sections of I-75 and SR 54 impacted by this DRI, which are in 2003 dollars. The proportionate share amount shall be adjusted to account for the effects of inflation based on the actual year of construction of these road improvements.
- The Applicant's proportionate share is significantly lower than the one calculated by Pasco County MPO primarily due to assumptions used in the construction costs. Specifically, the costs used in the Pasco County proportionate share version are based on a per-lane mile cost estimates developed by FDOT and based on the latest available design for I-75 and SR 54. On the other hand, the Applicant's proportionate share amount is based on FDOT's 2002 Transportation Costs.
- The Applicant's proportionate share does not include the improvement costs for four-laning of CR 54 from the site to Old Pasco Road. The version developed by URS for Pasco County and FDOT does include these costs.

Marina Pennington, AICP, Community Program Administrator, Florida Department
of Community Affairs, 2555 Shumard Oak Blvd., Tallahassee, FL 32399-2100
Bipin Parikh, P.E., Assistant County Administrator (Development Services)
Samuel P. Steffey II, Growth Management Administrator
David Goldstein, Assistant County Attorney III
Ali Atefi, P.E., Engineer III
Michael LaSala, AICP, Senior Planner

-
- The I-75/SR 56 improvement of an additional eastbound left-turn and the two additional through lanes (one eastbound through lane/one westbound through lane) do not reflect the cost of reconstructing the I-75/SR 56 interchange overpass bridge.

CYPRESS CREEK TOWN CENTER DRI
INTERSECTION IMPROVEMENT PROPORTIONATE SHARE - WITHOUT NORTH / SOUTH ROAD

Intersection	Required Improvement ¹	Cost ²	% Project Traffic ³	Proportionate Share
SR 54/US 41 CR 54/Coiler Pkwy. SR 54/SR 58 SR 54/CR 581	NB Right SB Left & Right SB 2 Thru, Right, NB 2 Left, 2 Thru, Right NB Right; WB Left	\$258,000 \$283,000 \$830,000 \$283,000	65.9% 51.0% 70.7% 39.2%	\$170,022 \$144,330 \$588,810 \$110,936
SR 58/I-75 ⁴ CR 58/CR 581	EB Left (for Dual Left-Turn lanes); NB Left (3-Left) EB Right; NB Left	\$100,000 \$175,000	100.0% 39.2%	\$100,000 \$68,600
County Line Rd/Livingston Rd	Realignment, Signalization	\$480,000	32.9%	\$157,920
CR 581/Cross Creek Blvd	NB/SB/EB/WB Thru & Left	\$100,000	10.0%	\$10,000
Phase 1 (2008) Total		\$2,509,000		\$1,348,618

¹ Thru lane improvement along SR 54 & SR 58 are included in the Roadway Improvement Proportionate Share

² Cost includes Right-of-way per FDOT 2002 Transportation Cost Handbook

³ Project Traffic as a percentage of increased Service Volume from October 2002 sufficiency

⁴ Additional left-turn lane assumes the bridge does not have to be widened

CYPRESS CREEK TOWN CENTER DRB - PHASE 1 (2008)
ROADWAY IMPROVEMENT PROPORTIONATE SHARE
WITHOUT THE APPLICANT'S PROPOSED NORTHSOUTH ROAD
WITH EXISTING CYPRESS CREEK RUN

ROAD	IMPROVEMENT	EXISTING LANES	LOS Standard / Area Type	EXISTING SERVICE VOLUME @ LOS STD	LENGTH (MILES)	IMPROVED LANES	IMPROVED SERVICE VOLUME	COST PER MILE by DIRECTION	PEAK HOUR PROJECT TRAFFIC	SEVERAL VOLUME INCREASE	% PROJECT TRAFFIC OF SERVICE VOLUME	IMPROVEMENT COST (estimate)	PROPORTIONATE SHARE *
SR 54	US 41 - Collier Pkwy, EB	4 LD	D/U	1850	1.755	8 LD	2750	\$1,882,340	221	930	0.2376	\$1,882,340	\$1,882,340
	US 41 - Collier Pkwy, WB	4 LD	D/U	1850	1.755	8 LD	2750	\$1,882,340	253	930	0.2720	\$1,882,340	\$1,882,340
	Collier Pkwy - Livingston Rd, EB	4 LD	D/U	1850	0.918	8 LD	2750	\$1,882,340	411	930	0.4419	\$1,882,340	\$1,882,340
	Collier Pkwy - Livingston Rd, WB	4 LD	D/U	1850	0.918	8 LD	2750	\$1,882,340	470	930	0.5054	\$1,882,340	\$1,882,340
	Livingston Rd - Cypress Creek Run, EB	4 LD	D/U	1850	1.222	8 LD	2750	\$1,882,340	559	930	0.6011	\$1,882,340	\$1,882,340
	Livingston Rd - Cypress Creek Run, WB	4 LD	D/U	1850	1.222	8 LD	2750	\$1,882,340	489	930	0.5247	\$1,882,340	\$1,882,340
	Cypress Creek Run - SR 54, EB	4 LD	D/U	1850	0.485	8 LD	2750	\$1,882,340	100	930	0.1011	\$1,882,340	\$1,882,340
	Cypress Creek Run - SR 54, WB	4 LD	D/U	1850	0.485	8 LD	2750	\$1,882,340	719	930	0.7629	\$1,882,340	\$1,882,340
SR 54	SR 54 - Sls, EB	2 L	D/U	600	0.640	6 LD	2750	\$1,882,340	150	1000	0.1031	\$1,882,340	\$1,882,340
	SR 54 - Sls, WB	2 L	D/U	600	0.640	6 LD	2750	\$1,882,340	174	1000	0.0602	\$1,882,340	\$1,882,340
	Sls - Old Pkwy Rd, EB	2 L	D/U	600	3.410	4 LD	1850	\$2,184,062	250	1000	0.2580	\$2,184,062	\$2,184,062
	Sls - Old Pkwy Rd, WB	2 L	D/U	600	3.410	4 LD	1850	\$2,184,062	251	670	0.3345	\$2,184,062	\$2,184,062
	I-75 - CR 541, EB	4 LD	C/T	1730	0.309	8 LD	2800	\$2,320,873	254	670	0.3820	\$2,320,873	\$2,320,873
	I-75 - CR 541, WB	4 LD	C/T	1730	0.309	8 LD	2800	\$2,320,873	254	670	0.3820	\$2,320,873	\$2,320,873
SR 55	SR 54 - Sls, EB	4 LD	C/T	1730	0.25	8 LD	2800	\$1,873,120	370	670	0.5533	\$1,873,120	\$1,873,120
	SR 54 - Sls, WB	4 LD	C/T	1730	0.25	8 LD	2800	\$1,873,120	333	670	0.5073	\$1,873,120	\$1,873,120
	Sls - I-75, EB	4 LD	C/T	1730	0.633	8 LD	2800	\$1,873,120	1044	670	1.5580	\$1,873,120	\$1,873,120
	Sls - I-75, WB	4 LD	C/T	1730	0.633	8 LD	2800	\$1,873,120	812	670	1.2143	\$1,873,120	\$1,873,120
CR 541	County Line Rd - Cypress Creek Blvd, NB	4 LD	C/T	1730	1.654	8 LD	2800	\$1,873,120	150	670	0.2350	\$1,873,120	\$1,873,120
	County Line Rd - Cypress Creek Blvd, SB	4 LD	C/T	1730	1.654	8 LD	2800	\$1,873,120	210	670	0.3140	\$1,873,120	\$1,873,120
I-75	City of Tampa City Limits - I-75-270 Apts, NB	4 LX	C/T	2800	1.820	8 LX	4480	\$1,440,781	304	1570	0.1935	\$1,440,781	\$1,440,781
	City of Tampa City Limits - I-75-270 Apts, SB	4 LX	C/T	2800	1.820	8 LX	4480	\$1,440,781	340	1570	0.2166	\$1,440,781	\$1,440,781
	I-75 - SR 54, NB	4 LX	C/T	2800	1.350	8 LX	4480	\$1,440,781	373	1570	0.2376	\$1,440,781	\$1,440,781
	I-75 - SR 54, SB	4 LX	C/T	2800	1.350	8 LX	4480	\$1,440,781	427	1570	0.2720	\$1,440,781	\$1,440,781
	SR 54 - SR 54, NB	4 LX	C/T	2800	3.410	8 LX	4480	\$1,440,781	294	1570	0.1862	\$1,440,781	\$1,440,781
	SR 54 - SR 54, SB	4 LX	C/T	2800	3.410	8 LX	4480	\$1,440,781	720	1570	0.4585	\$1,440,781	\$1,440,781
Total - Phase 1 (2008)													

Notes: The cost for the road improvements are in 2008 dollars except for the I-75 (Apts to SR 54) section and the SR 54 (US 41-CR 54) section which is in 2003 dollars. Future Proportionate Share payments will be adjusted to account for inflation based on the actual year of when the road improvement is to be constructed. The traffic volumes listed herein are only for proportionate share costs purposes.

- * Distance obtained from FDOT's Strategic Link Diagrams
- * Cost per mile based on FDOT's 2002 Transportation Costs or cost estimate for specific road segment by direction obtained from FDOT (see Table 2, below)
- * Project traffic from Table 21-6, (Response to Comments, October 2005) since it is the last version of the table without the I-75 road
- * Proportionate Share = (Project Traffic / Service Volume Increase) * Cost of Road Segment Improvement

Table 2
Improvement Cost Estimates

FDOT Construction Costs	Construction Cost	ROW Cost	CU	Total Cost	Miles	Cost per Mile by Direction	Confidence Mt.
Add 2-lanes to existing 2-lanes (Urban) *	\$2,012,000	\$500,000	\$1,012,044	\$4,524,044		\$2,154,022	
Add 2-lanes to existing 4-lanes (Urban) *	\$2,704,000	20	\$201,000	\$3,742,200		\$1,073,120	
Add 2-lanes to existing 4-lanes (Urban) *	\$4,940,000	\$100,000	\$1,763,000	\$7,710,200		\$3,000,114	
from 0-lane road (Urban) *	\$29,840,710	4,819,844	\$7,880,000	\$40,537,202		\$23,762,025	\$2,370,200
I-75 Apts - SR 54 for 0-lanes *	\$29,840,710	20	\$8,077,070	\$32,000,115	4.111	\$3,502,240	
SR 54 (US 41 - CR 54) without ROW Costs *	\$22,800,000		\$7,880,000	\$30,480,000		\$11,873,000	\$1,440,781
I-75 (SR 54 - SR 54) for 4-lanes *	\$22,800,000		\$7,880,000	\$30,480,000		\$3,880,140	
Add 2-lanes to existing 4-lanes Freeway *	\$5,700,100	20	\$2,254,100	\$7,750,200			

EXHIBIT G

Site-Related Improvement Graphics



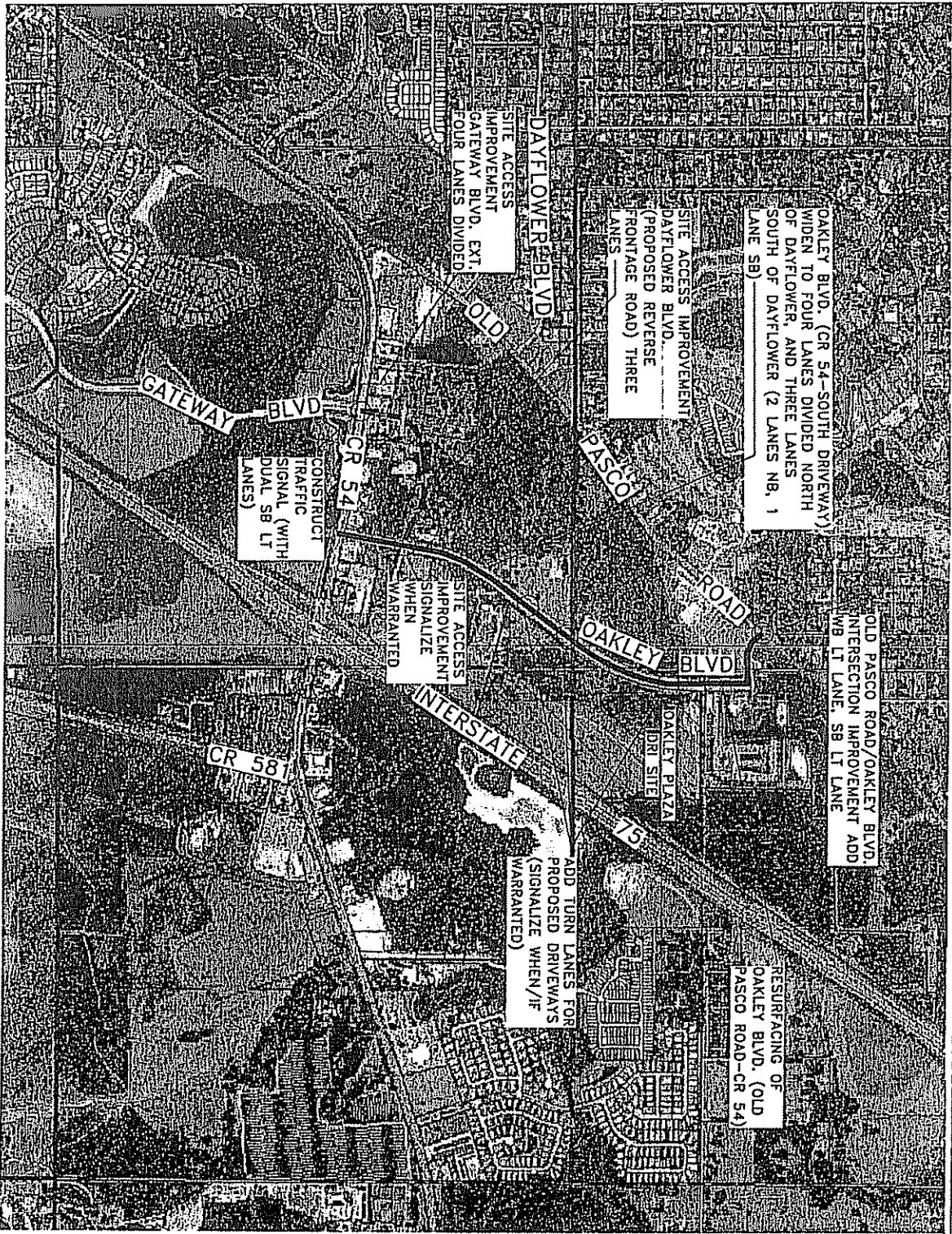
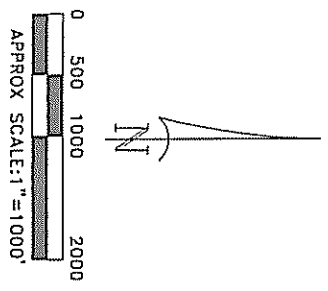
Gulf Coast Consulting, Inc.
Land Development Consulting
11020 E. 1st Ave., Suite 200
Tampa, FL 33610
Tel: (813) 973-1000

PROJECT NAME

SHEET DESCRIPTION

OAKLEY PLAZA DRI
SITE SPECIFIC IMPROVEMENTS
WITH NO IMPACT FEE CREDITS

NO.	DATE	BY	CHKD.	APP'D.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

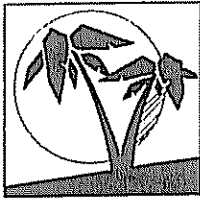


269

CR 54/GATEWAY BLVD EXT
CONSTRUCT SB APPROACH (SB
DUAL LT AND SHARED
THROUGH/RT TURN LANE) AND
SIGNALIZE BY DEVELOPER EB LT
LANE AND WB RT LANE IS PART OF
PASCO COUNTY CR 54 WIDENING

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



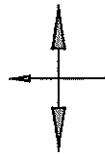
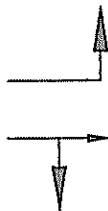
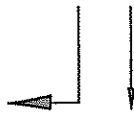
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

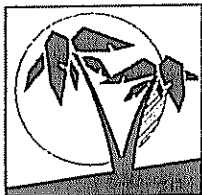
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OAKLEY BLVD/DAYFLOWER BLVD
CONSTRUCT EB APPROACH
ADD NB LANE ADD SB RT LANE,
SIGNALIZE IF WARRANTED ALL
BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



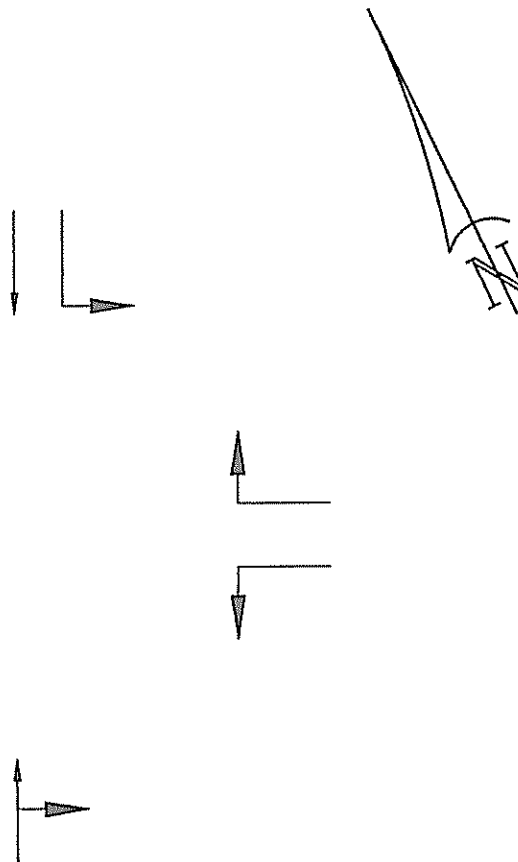
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Land Development Consulting

DATE:
01/2005

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FIGURE:

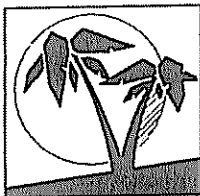
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OLD PASCO ROAD/OAKLEY BLVD
ADD WB LT LANE, ADD SB
LT LANE BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015

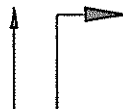
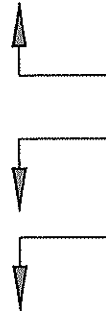
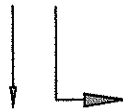


Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:
3

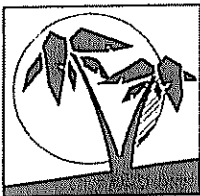


OAKLEY BLVD/SOUTH DRIVEWAY

ADD NB RT LANE ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE IF
WARRANTED ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015

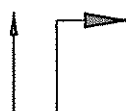
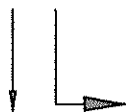


Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:
4

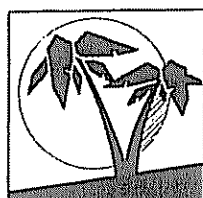


OAKLEY BLVD/CENTER DRIVEWAY

ADD NB RT LANE, ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE
IF WARRANTED, ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



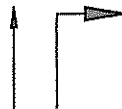
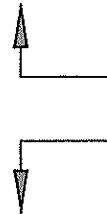
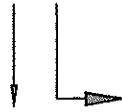
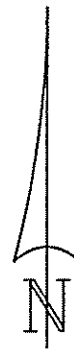
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

5

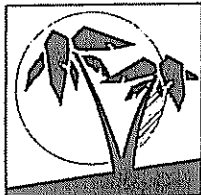


OAKLEY BLVD/NORTH DRIVEWAY

ADD NB RT LANE, ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE
IF WARRANTED, ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

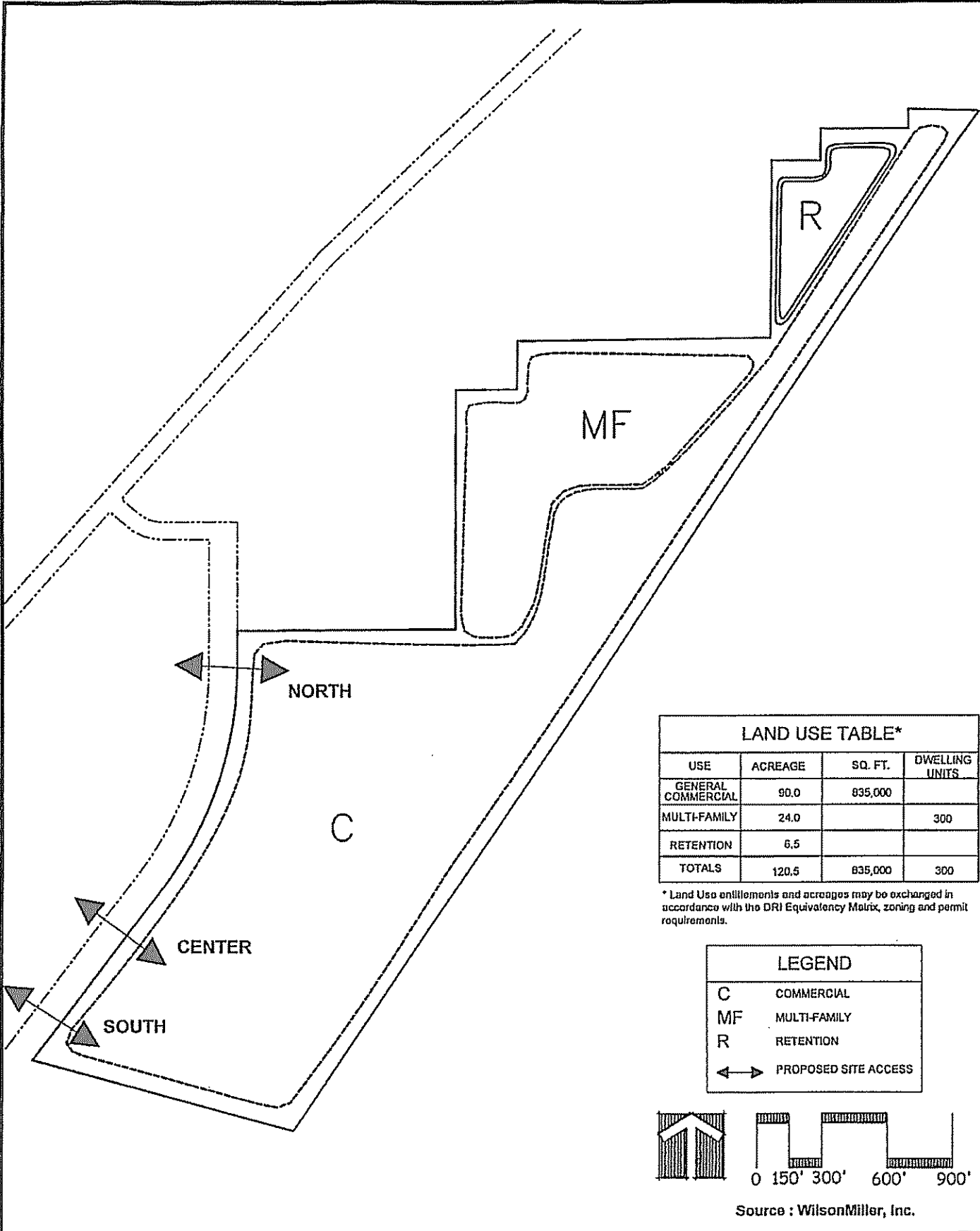
DRAWN BY:

FIGURE:

6

EXHIBIT H

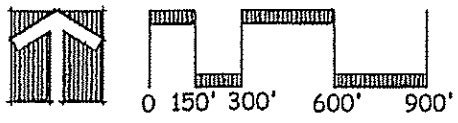
Map H



LAND USE TABLE*			
USE	ACREAGE	SQ. FT.	DWELLING UNITS
GENERAL COMMERCIAL	90.0	835,000	
MULTI-FAMILY	24.0		300
RETENTION	6.5		
TOTALS	120.5	835,000	300

* Land Use entitlements and acreages may be exchanged in accordance with the DRI Equivalency Matrix, zoning and permit requirements.

LEGEND	
C	COMMERCIAL
MF	MULTI-FAMILY
R	RETENTION
↔	PROPOSED SITE ACCESS



Source : WilsonMiller, Inc.

June 2002 (Revised January 2005)	MAP H MASTER DEVELOPMENT PLAN	OAKLEY PLAZA DRI A Development of Regional Impact by: Oakley Groves, Inc.	WilsonMiller, Inc. Project Coordination, Planning Transportation, Engineering Biological Research Associates, Inc. Environmental Hobby, Greg, & Reeves Legal Counsel Fowler White Boggs Banker Legal Counsel
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EXHIBIT I

Development Agreement

**ROADWAY DEVELOPMENT AGREEMENT BETWEEN
PASCO COUNTY AND OAKLEY GROVES, INC., FOR
OAKLEY PLAZA DEVELOPMENT OF REGIONAL IMPACT NO. 253**

THIS AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called the "COUNTY," and OAKLEY GROVES, INC., a Florida corporation, owner of Oakley Plaza, hereinafter called the "DEVELOPER."

W I T N E S S E T H:

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

WHEREAS, on March 22, 2005, the COUNTY approved a development order with conditions for Development of Regional Impact (DRI) No. 253 (hereinafter "DO") in response to an Application for Development Approval ("ADA") for DRI No. 253 on a parcel of real property in Pasco County, Florida, legally described in Exhibit A, attached hereto and incorporated herein by reference (hereinafter the "Project"); and,

WHEREAS, Exhibit F to the DO described those roadways and intersections significantly impacted by the Project and the required improvements that are necessary to mitigate the impact based on the results of the transportation analysis conducted in conjunction with the ADA; and,

WHEREAS, Rule 9J-2.0245, Florida Administrative Code (FAC), allows the DEVELOPER and the COUNTY to mutually elect one of several transportation mitigation alternatives in order for the DEVELOPER to mitigate the transportation impacts of the Project, including the payment by the DEVELOPER of its proportionate-share contribution for roadway and intersection improvements; and,

WHEREAS, Rule 9J-2.0245, FAC, allows the DEVELOPER'S proportionate-share contribution to be applied to expeditiously construct one or more of the roadway improvements identified in the DO; and,

WHEREAS, the DO establishes the amount of Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) in 2003 dollars as the DEVELOPER'S proportionate-share contribution for the transportation impacts of the build out of the Project and requires the DEVELOPER to provide a cash contribution for the County's use in constructing the improvements to S.R. 54 as described in this agreement (the "Pipeline Project"); and,

WHEREAS, the DEVELOPER has committed to construct certain roadway improvements as site related and off-site access-related work within Pasco County rights-of-way and easements; and,

WHEREAS, the DEVELOPER and the COUNTY desire to enter into this written Development Agreement to provide further details concerning the obligations of the parties with respect to the Pipeline Project, site-related improvements, and off-site access-related improvements within COUNTY rights-of-way and easements and to ensure consistency between the DO and this Development Agreement.

RECEIVED

MAR 31 2005

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 agreement.

2. PURPOSE

It is the purpose and intent of this agreement to further set forth terms and conditions of the development approval of the Project, as defined pursuant to the DO, as the same relates to the design, right-of-way acquisition, permitting, and construction of the Pipeline Project and certain site-related improvements and off-site access-related improvements. This agreement is intended to define the terms and conditions of the COUNTY'S and the DEVELOPER'S participation in the Pipeline Project, as further defined herein, and the DEVELOPER'S obligations for certain site-related improvements and off-site access-related improvements as defined herein. All terms and conditions of this agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this agreement is identified in Exhibit A. The holder of the legal title is Oakley Groves, Inc., a Florida corporation.

b. Duration and Effective Date: This agreement shall be for duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this Development Agreement. The effective date of this Development Agreement shall be the same as the effective date of the DO.

c. Development Uses of Land: On March 22, 2005, the COUNTY will consider adoption of Petition No. 6342 to rezone the Project from A-C Agricultural, A-R Agricultural-Residential, R-1 Rural Density Residential, and C-2 General Commercial Districts to an MPUD Master Planned Unit Development District. Rezoning Petition No. 6342 and the DO will set forth the permitted uses for the Project.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through the roadway improvements described herein, including the Pipeline Project. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water lines along Old Pasco Road and Ryerson Road and sewer lines along Oakley Boulevard, subject to a Utilities Service Agreement with the COUNTY. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY'S Solid Waste Disposal and Resource Recovery System. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the DO; the COUNTY'S approved construction plans; and satisfaction of all COUNTY, State, and Federal regulations.

e. Reservations or Dedications for Public Purpose: All reservations ("Reservations") and dedications for public purposes ("Right[s]-of-Way") shall be provided in accordance with the MPUD Master Planned Unit Development Conditions of Approval dated March 22, 2005, and this Development Agreement.

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

g. Findings: The COUNTY has found that the Project, as conditioned, permitted, and proposed, is consistent with the Pasco County Comprehensive Plan and to the extent not vested will be subject to the Pasco County Land Development Code.

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 are identified and included within the MPUD Master Planned Unit Development zoning conditions, DO conditions, and this Development Agreement.

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

j. Zoning and Comprehensive Plan Issues: The Pasco County Comprehensive Plan Future Land Use Map classification for the Project is MU (Mixed Use). Zoning for the Project is A-C Agricultural, A-R Agricultural-Residential, R-1 Rural Density Residential, and C-2 General Commercial. On March 22, 2005, the COUNTY will consider adoption of Petition No. 6342 to rezone the Project from A-C Agricultural, A-R Agricultural-Residential, R-1 Rural Density Residential, and C-2 General Commercial Districts to an MPUD Master Planned Unit Development District. The MPUD Master Planned Unit Development zoning of the Project is consistent with the land use classification for the Project established in the Future Land Use Element of the Pasco County Comprehensive Plan.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS—PIPELINE PROJECT

a. Proportionate-Share Amount: Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the DEVELOPER agrees to make a payment of the proportionate-share dollar amount of Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) (the "Proportionate-Share Payment") to the COUNTY for the construction of a pipeline project. Payment of this Proportionate Share shall be provided within twenty-four (24) months of the effective date of the DO. The actual Proportionate-Share Payment shall be calculated by applying, at the time of payment, the then current

Florida Department of Transportation Price Trends inflation factor to the Three Million Three Hundred Two Thousand Nine Hundred Seven and 00/100 Dollars (\$3,302,907.00) proportionate-share amount, which is expressed above in 2003 dollars. The DEVELOPER shall provide a Letter of Credit to guarantee the Proportionate-Share Payment in accordance with Section 8 of this agreement.

b. Identification of the Pipeline Project: The Pipeline Project to which the Proportionate-Share Payment will be applied is the widening of S.R. 54 from four (4) lanes to six (6) lanes from I-75 to County Road (C.R.) 581, which is one of the projects identified in Exhibit F to the DO (the "Pipeline Project"). The COUNTY will utilize the Proportionate-Share Payment to expeditiously design, permit, construct, and acquire right-of-way for the Pipeline Project.

c. Satisfaction of Developer's Proportionate Share: The Payment referenced in Paragraph 4.b above shall fully and completely satisfy the DRI transportation proportionate mitigation requirements of this development.

5. OTHER SITE-RELATED IMPROVEMENTS AND OFF-SITE ACCESS-RELATED IMPROVEMENTS

a. The DEVELOPER shall also design, permit, construct, and acquire all necessary right-of-way for the following improvements at its sole expense. These improvements, set forth in Paragraph 5.b-h shall hereafter be referred to collectively as the "Site-Related Improvements and Off-Site Access-Related Improvements." These improvements are not creditable against the proportionate-share dollar amount, mitigation obligation of the development nor creditable against the Pasco County Transportation Impact Fee requirements of the development in accordance with Pasco County Ordinance No. 94-03 as amended.

b. Widen Oakley Boulevard between Dayflower Boulevard and the south project drive-way from a total of two (2) lanes to a four (4) lane divided roadway within 130 feet of right-of-way.

(1) Widen Oakley Boulevard between C.R. 54 and Dayflower Boulevard to a three (3) lane (two [2] northbound lanes and one [1] southbound lane) roadway within 100 feet of right-of-way.

(2) Resurface in accordance with COUNTY standards and within 130 feet of right-of-way for the north-south portion of the roadway and within 60 feet for the east-west portion of the roadway; all remaining portions of Oakley Boulevard not subject to the widening referenced in this paragraph or the provisions of Paragraphs 5.c and 5.g below.

c. Improve the intersection of Old Pasco Road/Oakley Boulevard by adding a westbound to southbound, left-turn lane and southbound to eastbound, left-turn lane.

d. Construct the Gateway Boulevard Extension from C.R. 54 to the proposed Dayflower Boulevard as a four (4) lane divided, urban, cross-section roadway within 120 feet of right-of-way, including dual, southbound to eastbound, left-turn lanes and a shared through/right-turn lane, and signalize the intersection of C.R. 54/Gateway Boulevard to accommodate the above improvements.

e. Construct Dayflower Boulevard (a.k.a. the reverse frontage road) from Gateway Boulevard Extension to Oakley Boulevard as a three (3) lane urban, cross-section roadway within sixty (60) feet of the right of way. The intersection of Dayflower Boulevard/Gateway Boulevard shall be stop-sign controlled as needed.

f. Signalize the Oakley Boulevard/Dayflower Boulevard intersection when warranted.

g. Construct up to three (3) project driveways to Oakley Boulevard as needed with required turn lanes and signalize each driveway when and if warranted.

h. Convey all existing Oakley Boulevard stormwater facilities owned or controlled by the DEVELOPER, including all property related thereto, to the COUNTY within 120 days of the effective date of the DO.

i. Vertical Building Permits within the Project shall not be issued until the latter of:

(1) One (1) year after the effective date of the DO.

(2) Ninety (90) days after commencement of construction and the posting of

Letters of Credit for all of the construction of the Site-Related Improvements and Off-Site Access-Related Improvements with the exception of any traffic signals referenced in Paragraphs 5.f and 5.g above that have not yet been determined to be warranted.

j. No Certificates of Occupancy (CO) shall be issued until all of the Site-Related Improvements and Off-Site Access-Related Improvements are completed and accepted by the COUNTY with the exception of any traffic signals referenced in Paragraphs 5.f and 5.g above that have not yet been determined to be warranted.

k. The DEVELOPER shall record a disclosure statement and provide a copy of such statement to each lessee and purchaser of the property indicating that building permits for vertical construction cannot be obtained until the requirements of Paragraph 5.i above have been complied with and that COs cannot be obtained until the requirements set forth in Paragraph 5.j above have been complied with. The requirements referenced within those subsections shall be specifically described in the disclosure statement. The DEVELOPER shall provide a copy of the recorded disclosure statement to the COUNTY prior to the first construction plan approval for the Project.

l. The installation of signals referenced in Paragraphs 5.f and 5.g above shall be required when warranted.

m. The foregoing improvements shall be in accordance with the graphics attached hereto as Exhibit C entitled "Oakley Plaza DRI Site-Related Improvements and Oakley Plaza DRI Intersection Improvements," and shall include, at the DEVELOPER'S sole expense, all shoulders, striping, signage, medians, stormwater drainage facilities, flood-plain mitigation, wetland mitigation, guardrails, handrails,

sidewalks, and other roadway appurtenances, all as determined by the County and permitting agencies to be necessary during the design and permitting of the improvements.

6. OTHER REQUIREMENTS RELATED TO THE IMPROVEMENTS

a. Design, Permitting, and Right-of-Way Acquisition: The DEVELOPER shall design, permit, and acquire necessary right-of-way for the Site-Related Improvements and Off-Site Access-Related Improvements in accordance with the terms of this agreement. The Site-Related Improvements and Off-Site Access-Related Improvements shall be designed consistent with the design criteria of the COUNTY. The construction contractors to be used by the DEVELOPER to complete the Site-Related Improvements and Off-Site Access-Related Improvements shall be satisfactory to the COUNTY.

b. Design and Construction Requirements: All design, permitting, and construction for the Site-Related Improvements and Off-Site Access-Related Improvements shall be in accordance with the standards of the COUNTY, and construction plans shall comply with the COUNTY standards and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross-section drawings shall indicate location(s) of drainage inlets and roadway facilities. All wetland and flood-plain impacts and compensation shall be included in the design and indicated on the plans.

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 routes of the Site-Related Improvements and Off-Site Access-Related Improvements, shall be owned, operated, and maintained by the COUNTY, subsequent to the expiration of the one (1) year maintenance guarantee period as set forth herein. If the drainage facilities for the Site-Related Improvements and Off-Site Access-Related Improvements are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Site-Related Improvements and Off-Site Access-Related 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. The underlying land owner or DEVELOPER 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 COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying land owners of land containing drainage facilities serving the Site-Related Improvements and Off-Site Access-Related Improvements, including those facilities that are commingled or combined, so that the COUNTY has the ability to maintain the facilities associated with the Site-Related Improvements and Off-Site Access-Related Improvements in the event the DEVELOPER or other respective underlying land owners default on its (or their) obligation to maintain the facilities.

d. Wetland and Flood Plain Mitigation: In the event that the permitted wetland and/or flood-plain, mitigation area(s) for the impacts associated strictly with the Site-Related Improvements and

Off-Site Access-Related Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the COUNTY will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and flood-plain, mitigation areas related to the Site-Related Improvements and Off-Site Access-Related Improvements are commingled/combined with wetland and flood-plain, mitigation areas of the Project or any other facilities or developments, all the wetland and flood-plain, mitigation areas shall be permitted, owned, operated, and maintained by the underlying land owner, including the DEVELOPER, where applicable. Appropriate easements shall be provided to the COUNTY for the wetland and flood-plain, mitigation areas associated with the Site-Related Improvements and Off-Site Access-Related Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying land owners of land containing such mitigation areas serving the Site-Related Improvements and Off-Site Access-Related Improvements, including those areas that are commingled or combined, the COUNTY has the ability to maintain the facilities in the event the DEVELOPER or other underlying land owners defaults on its (or their) obligations to maintain the facilities.

e. County Review and Approval of Design: The DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans, or as otherwise may be approved in writing by the COUNTY, for Site-Related Improvements and Off-Site Access-Related Improvements to the COUNTY for review and approval. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Site-Related Improvements and Off-Site Access-Related Improvements from the COUNTY prior to commencement of any bidding of the Site-Related Improvements and Off-Site Access-Related 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 if not complete and correct within five (5) business days of receipt of the submission by the DEVELOPER. The DEVELOPER shall provide at the time of 100 percent design and right-of-way plan submission for each of the Site-Related Improvements and Off-Site Access-Related Improvements (or sooner if required by other paragraphs of this agreement) an estimate of the cost of constructing the Site-Related Improvements and Off-Site Access-Related Improvements, including inspection costs, which shall be certified by an engineer duly registered in the State of Florida, and approved by the COUNTY (hereinafter the "Cost Estimate"). All plans, once accepted and approved for construction by the COUNTY, shall become the property of the COUNTY.

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

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 Site-Related Improvements and Off-Site Access-Related Improvements.

h. County Review: The DEVELOPER agrees and recognizes that the COUNTY shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER, engineers, or contractors selected by DEVELOPER, in which the COUNTY participated, either through review or concurrence of the DEVELOPER'S actions. In reviewing, approving, or rejecting any submissions or acts of the DEVELOPER, the COUNTY in no way assumes or shares any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this agreement. All work covered under this agreement shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY will review the DEVELOPER'S submittals, although detailed checking will not necessarily be done. The DEVELOPER remains solely responsible for the work and is not relieved of that responsibility by review comments.

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

j. Right-of-Way Acquisition: The DEVELOPER shall be responsible within the time frames set forth in this agreement for right-of-way acquisitions or donations necessary for the construction of Site-Related Improvements and Off-Site Access-Related Improvements which may include, but not be limited to, lanes of travel; shoulders; striping; signalization; signage; medians; on-site, stormwater-drainage facilities; off-site, stormwater-drainage facilities; flood-plain mitigation; wetland mitigation; guardrails; handrails; sidewalks; and any other necessary appurtenances. The DEVELOPER shall be responsible for retaining all consultants for acquisition of right-of-way for the off-site project-access 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. If necessary and to the extent the COUNTY has condemning authority, the COUNTY shall assist the DEVELOPER in the acqui-

tion of right-of-way. To the extent the COUNTY has condemning authority, COUNTY staff involvement shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by 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 Site-Related Improvements and Off-Site Access-Related 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 and the State of Florida Minimum Technical Standards. Upon the COUNTY'S 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 Engineering Services Department or its designee.

k. Tender of Project Area: Upon commencement of construction, project areas for the Site-Related Improvements and Off-Site Access-Related Improvements shall be deemed to be tendered to the DEVELOPER, and the DEVELOPER shall be in custody and control of the project areas. The DEVELOPER or its contractor shall be responsible for providing a safe work zone for the public.

l. County Observation: The COUNTY'S personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Site-Related Improvements and Off-Site Access-Related Improvements and shall at all times have access to the work being performed pursuant to this agreement for the COUNTY'S observation. However, should the COUNTY observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY shall notify the DEVELOPER, in writing, and the DEVELOPER shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the COUNTY to observe or inspect the work on the Site-Related Improvements and Off-Site Access-Related Improvements. The DEVELOPER shall be solely responsible for ensuring that the Site-Related Improvements and Off-Site Access-Related Improvements are constructed in accordance with the plans and specifications and required standards. Observations by the

COUNTY or its 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 COUNTY'S acceptance of the applicable phase or segment of the Site-Related Improvements and Off-Site Access-Related Improvements, as applicable, the DEVELOPER shall meet the applicable requirements of the COUNTY and cause all right-of-way, including right-of-way for drainage facilities and wetland and flood-plain mitigation, as appropriate, to be conveyed to the 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 applicable segment of the Site-Related Improvements and Off-Site Access-Related Improvements, the DEVELOPER shall:

(1) Provide its own on-site inspection and observation by a professional engineer registered in the State of Florida for the purpose of observing and inspecting all construction to make sure it is built according to the plans and specifications.

(2) Obtain all necessary Right-of-Way Use Permits. The DEVELOPER and/or its construction contractor(s) shall be responsible for supervising and inspecting the construction of the Site-Related Improvements and Off-Site Access-Related 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.

(3) Be responsible for full and complete performance of all construction activities required pursuant to this agreement. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the Site-Related Improvements and Off-Site Access-Related Improvements until the Project is completed and accepted by the COUNTY, which acceptance shall not be unreasonably withheld.

(4) Require testing by an independent lab acceptable to the COUNTY in accordance with Pasco County Engineering Services Department testing specifications for construction of roads, storm drainage, and utilities. Any failed tests shall be reported to the COUNTY Engineering Services Department immediately, and all test reports shall be provided on a quarterly basis to the COUNTY'S Engineering Services Department.

(5) Provide to the COUNTY copies of all design drawings, as-built drawings, and permits received for the Site-Related Improvements and Off-Site Access-Related Improvements, and such information shall become the property of the COUNTY upon submission. All plans submitted to the COUNTY shall include reproducible mylars and electronic files compatible with *AutoCad*.

7. IMPACT FEES AND CREDITS, CONCURRENCY

a. The DEVELOPER and the Project shall be assessed transportation impact fees in accordance with the COUNTY'S adopted Transportation Impact Fee Ordinance as amended (the "Impact Fee Ordinance") and this agreement. Once the DEVELOPER has made the Proportionate-Share Payment referenced in this agreement, the COUNTY agrees to provide impact fee credits to the DEVELOPER or to another entity or entities; e.g., Community Development District, to the extent that such entity finances or otherwise pays for or contributes to the Proportionate-Share Payment, as determined by the COUNTY (hereinafter referred to as the "Credit Receiving Entity") in accordance with this agreement and the Impact Fee Ordinance. The DEVELOPER and the Project shall pay transportation impact fees in accordance with the Impact Fee Ordinance whenever it does not have COUNTY-approved impact fee credits or offsets sufficient to cover impact fees that are due.

The Credit Receiving Entity shall be eligible for transportation impact-fee credits for the Proportionate-Share Payment and not to be provided until the year adequate funds have been allocated for credits or reimbursements for the Pipeline Project in the COUNTY'S adopted Capital Improvement Plan (CIP). The COUNTY'S present allocation of CIP funds/credits for the Pipeline Project is One Million Eight Hundred Ninety-Five Thousand Seven Hundred Twenty-Four and 00/100 Dollars (\$1,895,724.00) in Fiscal Year 2004-05, Seventeen Million Five Hundred Five Thousand Five Hundred Eighty-Six and 00/100 Dollars (\$17,505,586.00) from Fiscal Year 2005-06 through Fiscal Year 2006-07, and Sixteen Million Three Hundred Twenty-Two Thousand Seven Hundred Ninety and 00/100 Dollars (\$16,322,790.00) in Fiscal Year 2007-08.

Notwithstanding the foregoing, the DEVELOPER and/or the Credit Receiving Entity shall not be eligible for impact-fee credits or reimbursement for any right-of-way dedication/acquisition, design, permitting, or construction costs for the Site-Related Improvements and Off-Site Access-Related Improvements; or impact fees paid prior to the execution of this agreement.

b. The DEVELOPER'S continued performance in accordance with this agreement shall continue to vest the Project for transportation-concurrency purposes through the build out date of the DO as it may be extended from time to time.

8. PERFORMANCE GUARANTEES BY DEVELOPER

a. General: For the Site-Related Improvements and Off-Site Access-Related Improvements, Letters of Credit shall be posted in favor of and provided to the COUNTY in accordance with Paragraph 5.i. For the Proportionate-Share Payment, the required Letter of Credit shall be posted in favor of and provided to the COUNTY, prior to issuance of the first Building Permit for vertical building construction within the Project. The Letters of Credit shall be acceptable to and approved by the COUNTY to guarantee performance of the Proportionate-Share Payment, Site-Related Improvements and Off-Site Access-Related Improvements, and all terms and conditions of this agreement. Failure to post, revise, update, and keep effective the required Letters of Credit shall be considered a default of this agreement, entitling the COUNTY to

suspend any impact fee credits due pursuant to Section 7 above and/or stop the issuance of Building Permits. The Letters of Credit shall be with a bank, surety, or other financial institution acceptable to the COUNTY which is authorized to do business in the State of Florida and which has an "A" policy holder rating and a financial rating of at least Class VII in accordance with the most current of *Best's Key Rating Guide*. The Letters of Credit shall be in the amount of 125 percent of the Proportionate-Share Payment to guarantee such payment; and for the construction of the Site-Related Improvements and Off-Site Access-Related Improvements, the DEVELOPER shall post Letters of Credit in the amount of 125 percent of the COUNTY-approved Cost Estimate to complete design, permitting, right-of-way acquisition, and construction of all the Site-Related Improvements and Off-Site Access-Related Improvements. On each renewal date of the Letters of Credit, the Letters of Credit may be reduced provided an updated Cost Estimate for the remainder of the Site-Related Improvements and Off-Site Access-Related Improvements is provided to and approved by the COUNTY and provided that the Letters of Credit are not reduced below 125 percent of the COUNTY-approved Cost Estimates for the remainder.

b. Maintenance Guarantee: Upon completion of the Off-Site Access-Related Projects and other Site-Related Improvements and final acceptance by the COUNTY, the DEVELOPER and its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of one (1) year after final acceptance; and if any part of the construction should fail within this period 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. The Letters of Credit may cover this guarantee, if they remain in place for a period of one (1) year after final acceptance in an amount equal to at least fifteen (15) percent of the applicable construction contract amount and the Letters of Credit specifically provide for this guarantee, 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 remedy. Upon completion of construction of the improvements and final inspection by the COUNTY as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required one (1) year Maintenance Guarantee, the COUNTY shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined.

9. INDEMNIFICATION AND INSURANCE

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

action, neglect, or omission by the DEVELOPER during the performance of this agreement, any work under this agreement, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER'S negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this agreement; or by any defect in the condition or construction of the Pipeline Projects, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its agents or employees, unless such COUNTY negligence arises from the COUNTY review referenced in Section 6 of this agreement. The DEVELOPER'S obligation to indemnify, defend, and pay for the defense and trial of any damage claim or suit and any related settlement negotiations shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Section 10.f. The DEVELOPER'S obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the DEVELOPER'S inability to evaluate liability or because the DEVELOPER evaluates liability and determines the DEVELOPER is not liable or determines the COUNTY is solely negligent. Only a final adjudication judgment finding the COUNTY solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. The DEVELOPER shall also include for the Site-Related Improvements and Off-Site Access-Related 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 Site-Related Improvements and Off-Site Access-Related Improvements nor shall occupancy of any of the property within the limits of these off-site improvement projects take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by the COUNTY as set forth below:

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

(b) The DEVELOPER shall require the engineers and/or general contractor to provide to the DEVELOPER and to the COUNTY evidence of insurance coverages of the types and in the amounts required by submitting four (4) original, executed Certificates of Insurance on the form to

be provided by the COUNTY to the DEVELOPER. Each certificate shall set forth the original, manual signatures of the authorized representative of the insurance company(ies) identified therein and shall have attached thereto proof that 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, 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 agreement shall require that the insurer deliver to the COUNTY and the DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY and the DEVELOPER, addressed to the parties as described in Paragraph 10.d 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 coverages provided by the engineers and/or general contractor be primary to any insurance or self-insurance program of the COUNTY and the DEVELOPER which is applicable to the work provided for in this agreement. All such insurance shall also remain in effect until final payment and until after the one (1) year warranty period provided herein.

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

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

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

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

(i) All insurance policies that the DEVELOPER shall require the engineers and/or contractor to obtain pursuant to this agreement, other than workers' compensation and an Employer's Liability Policy, shall specifically provide that the COUNTY; the COUNTY'S Engineering Services Department; and its elected officers, employees, and agents shall be "additional insureds" under the policy and shall also incorporate a severability of interests provision. All insurance coverages required herein shall apply to all engineers' and/or contractors' activities and any subcontractor's activities for the improvements without regard for the location of such activity.

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

(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 its rights of subrogation against the COUNTY and its agents and employees.

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

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

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

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

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

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

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

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

(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 employee's nonownership with limits of not less than:

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

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

(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:

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

10. GENERAL PROVISIONS

a. Independent Capacity: The DEVELOPER and any consultants, contractors, or agents are, and shall be, in the performance of all work, services, and activities under this agreement, independent contractors, and not employees, agents, or servants of the COUNTY or joint venturers with the COUNTY. The DEVELOPER does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this agreement. The COUNTY shall not be liable to any person, firm, or corporation who contracts with or provides goods or services to the DEVELOPER in connection with the Site-Related Improvements and Off-Site Access-Related 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 Site-Related Improvements and Off-Site Access-Related Improvements.

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein for the Proportionate-Share Payment or Site-Related Improvements and Off-Site Access-Related Improvements, unless extended pursuant to this agreement, then it shall be considered a default of this agreement entitling the COUNTY to make a claim and collect on the entire performance guarantees required by Section 9 (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY'S rights to enforce the balance of the guarantees, if required). Upon the said default, the issuance of Building Permits, plats, and other development approvals shall cease until the default has been cured to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat, or permit issued while there exists an uncured event of default of this agreement and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat, or permit issued after an uncured event of default of this agreement.

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

d. Contracts: If the DEVELOPER enters into contracts for the Site-Related Improvements and Off-Site Access-Related Improvements, the contracts shall be made in accordance with all

applicable laws, rules, and regulations; shall be specified by written contract or agreement; and shall be subject to each paragraph set forth in this agreement. The DEVELOPER shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to 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 agreement in its entirety to be included and made a part of any contract for the 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.

e. Certification: The DEVELOPER shall provide certification to the COUNTY, under the seal and signature of a registered professional engineer that the Site-Related Improvements and Off-Site Access-Related Improvements have been constructed in accordance COUNTY standards, the contract documents, and this agreement.

f. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this agreement, including Notice of Termination, such notice shall be given by certified mail, return receipt requested. The said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: Thomas E. Oakley, President, Oakley Groves, Inc., Post Office Box 4170, 101 ABC Road, Lake Wales, Florida 33859-4170; and to the Pasco County Administrator, West Pasco Government Center, Suite 340, 7530 Little Road, New Port Richey, Florida 34654-5598. These addresses may be changed by giving notice as provided for in this paragraph.

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

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

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

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

(1) 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.

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

(3) Severability: In case any one (1) or more of the provisions contained in this agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this agreement or the failure of consideration.

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

(5) Cancellation: This agreement may be canceled by mutual consent of the parties to the agreement.

(6) Third Party Beneficiaries: Nothing in this agreement shall be construed to benefit any person or entity not a party to this agreement.

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

(8) Nondiscrimination: The DEVELOPER will not discriminate against any employee employed in the performance of this agreement or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The DEVELOPER shall insert a similar provision in all contracts for the improvements identified herein.

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

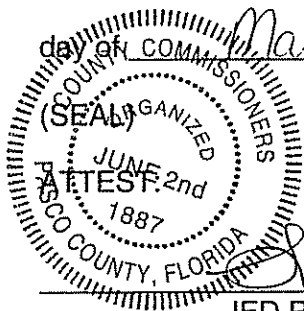
(10) Right-of-Way Use Permit: The DEVELOPER shall obtain an appropriate Right-of-Way Use Permit from the COUNTY.

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

(12) Successors and Assigns: The terms of this agreement shall run with the land and be binding upon the DEVELOPER and owners and their successors and assigns. The DEVELOPER and owners may assign this agreement and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this agreement, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereto and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.

(13) Force Majeure: In the event the DEVELOPER'S or COUNTY'S performance of this agreement is prevented or interrupted by consequent act of God; or of the public enemy; national emergency; a governmental restriction upon the use or availability of labor or materials; civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, other casualty, disaster, catastrophe, 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 the COUNTY'S performance of this agreement as reasonably determined by 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 the COUNTY of the commitments set forth in this agreement shall be interrupted or delayed in connection with the acquisition of necessary governmental permits or approvals for the construction of the Pipeline Project or Site-Related Improvements and Off-Site Access-Related 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 agreement.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on this 22nd



JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

CHAIRMAN

APPROVED

Date: _____

MAR 22 2005

OAKLEY GROVES, INC., a Florida Corporation

By: _____

Print

Its: _____

Title

Date: _____

WITNESSES:

STATE OF _____

COUNTY OF _____

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

Seal: _____

NOTARY

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

ATTORNEY

EXHIBITS

- A. Legal Description
- B. Transportation Impact Summary and Proportionate Share Calculation Table
- C. Site Related Improvement Graphics

Exhibit A
Legal Description

EXHIBIT A

LEGAL DESCRIPTION:

A TRACT OF LAND LYING IN SECTIONS 1 AND 12, TOWNSHIP 26 SOUTH, RANGE 19 EAST AND IN SECTIONS 6 AND 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE N. 00°10'15" E., ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 1295.64 FEET; THENCE N. 89°43'21" E., A DISTANCE OF 216.47 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OAKLEY BOULEVARD FOR A POINT OF BEGINNING; THENCE N. 00°15'55" E., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, N. 89°43'21" E., A DISTANCE OF 1005.00 FEET; THENCE N. 00°15'55" E., A DISTANCE OF 1100.15 FEET; THENCE N. 89°39'07" E., A DISTANCE OF 278.41 FEET; THENCE N. 00°46'45" E., A DISTANCE OF 219.17 FEET; THENCE N. 89°17'01" E., A DISTANCE OF 1165.62 FEET; THENCE N. 00°15'48" E., A DISTANCE OF 808.67 FEET; THENCE S. 89°11'13" E., A DISTANCE OF 22.58 FEET; THENCE N. 00°10'01" E., A DISTANCE OF 145.31 FEET; THENCE S. 89°51'25" E., A DISTANCE OF 401.46 FEET; THENCE N. 00°59'33" E., A DISTANCE OF 89.74 FEET; THENCE S. 89°46'48" E., A DISTANCE OF 325.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE SOUTHERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 453.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 11609.16 FEET, DELTA OF ANGLE OF 02°14'26", AND A CHORD BEARING AND DISTANCE OF S. 35°00'42" W., 453.95 FEET); THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S. 33°53'29" W., A DISTANCE OF 5185.96 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, N. 74°41'47" W., A DISTANCE OF 1242.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OAKLEY BOULEVARD; THENCE N. 37°01'11" E., ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 986.86 FEET; THENCE 1091.81 FEET ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 1702.00 FEET, DELTA ANGLE OF 36°45'16", AND CHORD BEARING AND DISTANCE OF N. 18°38'33" E., 1073.19 FEET); THENCE N. 00°15'55" E., A DISTANCE OF 150.90 FEET TO THE POINT OF BEGINNING.

Exhibit B

**Transportation Impact Summary and
Proportionate Share Calculation Table**

EXHIBIT B
Proportionate Share Calculations(Tables 21-10 and 21-11)

(Page 1 of 2)

Road	Segment	Exist Lanes	Length (Miles)	Improved Lanes	Cost Per Mile ²	Peak Hour Project Traffic	Service Volume Increase ³	% Project Traffic ⁴	Improvement Cost	Proportionate Share Amount
SR 54	I-75 to C.R. 581 – EB	4 LD	0.25	6 LD	2,328,673	341	930	36.67	582,168	213,462
SR 54	I-75 to C.R. 581 – WB	4 LD	0.25	6 LD	2,328,673	334	930	35.91	582,168	209,080
I-75	S.R. 56 to C.R. 54 – NB	4 LX	3.56	6 LX	1,446,701	285	1,570	18.15	5,150,256	934,919
I-75	S.R. 56 to C.R. 54 – SB	4 LX	3.56	6 LX	1,446,701	291	1,570	18.54	5,150,256	954,602
I-75	I-275 to S.R. 56 – NB	4 LX	1.00	6 LX	2,378,203	145	1,570	9.24	2,378,203	219,643
I-75	I-275 to S.R. 56 – SB	4 LX	1.00	6 LX	2,378,203	148	1,570	9.43	2,378,203	224,187
TOTAL									16,221,253	2,755,892

EXHIBIT B

Proportionate Share Calculations(Tables 21-10 and 21-11)

(Page 2 of 2)

TABLE 21-11 (revised December 2004)					
INTERSECTION IMPROVEMENT PROPORTIONATE SHARE					
Oakley Plaza DRI					
Project Buildout With Reverse Frontage Rd.					
Intersection	Required Improvement ³	Cost ¹	% Project Traffic ²	Proportionate Share	
S.R. 54/Bruce B. Downs Bl.	WB left & EB drop thru lane	\$ 679,037	69.1	\$	469,215
I-75/S.R. 54	WB right turn lane	\$ 176,414	44.1	\$	77,799
TOTAL		\$ 855,451		\$	547,014
¹ Thru lane costs see Table 21-10. Turn lane costs see Pasco County MPO letter of April 14, 2004.					
² Project Traffic as a percentage of Increased Service Volume.					
³ Includes Right-of-Way cost of \$20.00 per square foot for SR 54 and \$10.00 per square foot for Old Pasco Rd.					



PASCO COUNTY, FLORIDA

FAX
DADE CITY
LAND O' LAKES
WEST PASCO

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

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

*For Marked
Rec'd* 4/16/04
4/19/04

April 14, 2004

Mr. Randy Coen, AICP
Coen & Company
P.O. Box 10658
Tampa, FL 33679-0658

RE: Cypress Creek Town Center – Development of Regional Impact

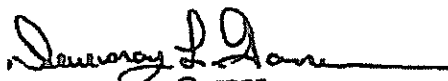
Dear Mr. Coen:

Attached are comments regarding the proportionate share from the Pasco County Metropolitan Planning Organization (MPO) consisting of the following:

1. April 7, 2004 e-mail from Ali Atefi.
2. April 7, 2004 comments from URS (2 pages).
3. "Cypress Creek Town Center DRI – Phase 1 (2008) Roadway Improvement Proportionate Share Without the Applicant's Proposed North/South Road with Existing Cypress Creek Run ", dated April 7, 2004.
4. "Cypress Creek Town Center DRI Intersection Improvement Proportionate Share without North/South Road".

If you have any questions, call (727) 847-8193, extension 7848.

Sincerely,


Deversray L. Garner
Planner II
Attachment

cc: John Meyer, DRI Coordinator, Tampa Bay Regional Planning Council, 4000
Gateway Center, Suite 100, Pinellas Park, FL 33782

Deversray Garner

From: Ali Atefi
Sent: Wednesday, April 07, 2004 2:27 PM
To: Deversray Garner
Cc: Bipin Parikh; Samuel Steffey II
Subject: cypress creek town center proportionate share cost table by mpo.

We have completed our review and finalization of the proportionate share table for cypress creek town center DRI.
The attached is the proportionate share tables for road segments and intersection improvements .
In addition attached is one page description of important disclaimers and a summary of all the changes from the table originally submitted by the applicant's engineer .
In summary the original prop share by applicant is 19 mil .mpo table is 31 mil

Ali Atefi, P.E.
Pasco County
Metropolitan Planning Organization



**CYPRESS CREEK TOWN CENTER DRI
Review Comments - Sufficiency Response
April 7, 2004**

URS has been retained by Pasco County to review the above referenced DRI traffic study. Also, URS has assisted Pasco County and FDOT in the efforts to calculate a "Proportionate Share" dollar amount that identifies the developer's fair share cost to mitigate its traffic impacts on those significantly and adversely impacted roadways. The following is a summary of major issues regarding the final proportionate share calculations:

- Finalizing and agreeing on a proportionate share amount prepared for the Pasco County Metropolitan Planning Organization (MPO) does not necessarily mean that Pasco County MPO has accepted or deemed complete the last version of the traffic study.
- .Allowing a proportionate share payment is at the discretion of Pasco County and its actual dollar amount may be subject to changes due to additional comments from the Florida Department of Transportation (FDOT) and the Tampa Bay Regional Planning Council (TBRPC). Any other mitigation option may require the re-evaluation of the latest submitted traffic study for Phase 1.
- The Applicant is not requesting Phase 2 approval at this time. Phase 2 DRI transportation issues should be evaluated at a later date by a revised traffic study.
- The road improvement costs for the significantly and adversely impacted roadways are in 2002 dollars, except for the sections of I-75 and SR 54 impacted by this DRI, which are in 2003 dollars. The proportionate share amount shall be adjusted to account for the effects of inflation based on the actual year of construction of these road improvements.
- The Applicant's proportionate share is significantly lower than the one calculated by Pasco County MPO primarily due to assumptions used in the construction costs. Specifically, the costs used in the Pasco County proportionate share version are based on a per-lane mile cost estimates developed by FDOT and based on the latest available design for I-75 and SR 54. On the other hand, the Applicant's proportionate share amount is based on FDOT's 2002 Transportation Costs.
- The Applicant's proportionate share does not include the improvement costs for four-laning of CR 54 from the site to Old Pasco Road. The version developed by URS for Pasco County and FDOT does include these costs.

Marina Pennington, AICP, Community Program Administrator, Florida Department
of Community Affairs, 2555 Shumard Oak Blvd., Tallahassee, FL 32399-2100
Biplin Parikh, P.E., Assistant County Administrator (Development Services)
Samuel P. Steffey II, Growth Management Administrator
David Goldstein, Assistant County Attorney III
Ali Atefi, P.E., Engineer III
Michael LaSala, AICP, Senior Planner

-
- The I-75/SR 56 improvement of an additional eastbound left-turn and the two additional through lanes (one eastbound through lane/one westbound through lane) do not reflect the cost of reconstructing the I-75/SR 56 interchange overpass bridge.

36

CYPRESS CREEK TOWN CENTER DRI
INTERSECTION IMPROVEMENT PROPORTIONATE SHARE - WITHOUT NORTH / SOUTH ROAD

Intersection	Required Improvement ¹	Cost ²	% Project Traffic ³	Proportionate Share
SR 54/US 41	NB Right	\$258,000	65.9%	\$170,022
CR 54/Collier Pkwy.	SB Left & Right	\$283,000	51.0%	\$144,330
SR 54/SR 58	SB 2 Thru, Right, NB 2 Left, 2 Thru, Right	\$830,000	70.7%	\$586,810
SR 54/CR 581	NB Right, WB Left	\$283,000	39.2%	\$110,938
SR 58/I-75 ⁴	EB Left (for Dual Left-turn lanes); NB Left (3-left)	\$100,000	100.0%	\$100,000
CR 58/CR 581	EB Right, NB Left	\$175,000	39.2%	\$68,600
County Line Rd/Livingston Rd	Realignment, Signalization	\$480,000	32.9%	\$157,920
CR 581/Cross Creek Blvd	NB/SB/EB/WB Thru & Left	\$100,000	10.0%	\$10,000
Phase 1 (2008) Total		\$2,509,000		\$1,348,618

¹ Thru lane improvement along SR 54 & SR 58 are included in the Roadway Improvement Proportionate Share

² Cost includes Right-of-way per FDOT 2002 Transportation Cost Handbook

³ Project Traffic as a percentage of increased Service Volume from October 2002 sufficiency

⁴ Additional left-turn lane assumes the bridge does not have to be widened

CYPRESS CREEK TOWN CENTER DRI - PHASE 1 (2003)
ROADWAY IMPROVEMENT PROPORTIONATE SHARE
WITHOUT THE APPLICANT'S PROPOSED NORTHSOUTH ROAD
WITH EXISTING CYPRESS CREEK RUN

ROAD	COMMODITY	EXISTING LANES	LOS Standard / Area Type	EXISTING SERVICE VOLUME @ LOS STD	LENGTH (MILES)	IMPROVED LANES	IMPROVED SERVICE VOLUME	COST PER MILE by Direction	PEAK HOUR PROJECT TRAFFIC	ESTIMATED VOLUME INCREASE	% PROJECT TRAFFIC OF SERVICE VOLUME	IMPROVEMENT COST (per mile)	PROPORTIONATE SHARE *
SR 84	US 41 - Collier Pkwy, EB	4LD	D/U	1800	1.75	8LD	2700	\$3,902,340	221	830	0.2376	\$1,868,560	\$1,634,870
	US 41 - Collier Pkwy, WB	4LD	D/U	1800	1.75	8LD	2700	\$3,902,340	253	830	0.2720	\$1,868,560	\$1,634,870
	Collier Pkwy - Livingston Rd, EB	4LD	D/U	1800	0.618	8LD	2700	\$3,902,340	411	830	0.4410	\$2,411,632	\$1,058,700
	Collier Pkwy - Livingston Rd, WB	4LD	D/U	1800	0.618	8LD	2700	\$3,902,340	470	830	0.5054	\$2,411,632	\$1,210,040
	Livingston Rd - Cypress Creek Run, EB	4LD	D/U	1800	1.222	8LD	2700	\$3,902,340	669	830	0.8011	\$4,789,671	\$2,623,440
	Livingston Rd - Cypress Creek Run, WB	4LD	D/U	1800	1.222	8LD	2700	\$3,902,340	485	830	0.5347	\$4,789,671	\$2,623,440
	Cypress Creek Run - SR 84, EB	4LD	D/U	1800	0.465	8LD	2700	\$3,902,340	800	830	0.9011	\$1,868,560	\$1,137,650
SR 84	Cypress Creek Run - SR 84, WB	4LD	D/U	1800	0.465	8LD	2700	\$3,902,340	719	830	0.7680	\$1,868,560	\$1,407,140
	SR 84 - Old, EB	2L	D/U	800	0.440	8LD	2700	\$3,858,114	163	1000	0.1031	\$2,409,180	\$284,070
	SR 84 - Old, WB	2L	D/U	800	0.440	8LD	2700	\$3,858,114	174	1000	0.0902	\$2,409,180	\$222,721
	Old Pecos Rd, EB	2L	D/U	800	3.410	4LD	1800	\$2,184,082	293	1000	0.2580	\$7,481,781	\$2,307,117
	Old Pecos Rd, WB	2L	D/U	800	3.410	4LD	1800	\$2,184,082	293	1000	0.2580	\$7,481,781	\$1,650,802
	I-75 - CR 841, EB	4LD	C/T	1730	0.309	8LD	2800	\$2,329,678	291	870	0.3346	\$710,880	\$240,650
	I-75 - CR 841, WB	4LD	C/T	1730	0.309	8LD	2800	\$2,329,678	254	870	0.2920	\$710,880	\$210,112
SR 84	SR 84 - Old, EB	4LD	C/T	1730	0.25	8LD	2800	\$1,873,120	370	870	0.4253	\$448,282	\$153,160
	SR 84 - Old, WB	4LD	C/T	1730	0.25	8LD	2800	\$1,873,120	323	870	0.3713	\$448,282	\$173,873
	SR 84 - Old, WB	4LD	C/T	1730	0.633	8LD	2800	\$1,873,120	1044	870	1.2000	\$1,791,300	\$1,450,871
	SR 84 - Old, WB	4LD	C/T	1730	0.633	8LD	2800	\$1,873,120	812	870	0.9333	\$1,791,300	\$1,248,840
SR 84	County Line Rd - Cypress Creek Blvd, EB	4LD	C/T	1730	1.694	8LD	2800	\$1,873,120	180	870	0.2133	\$3,547,704	\$788,480
	County Line Rd - Cypress Creek Blvd, WB	4LD	C/T	1730	1.694	8LD	2800	\$1,873,120	213	870	0.2440	\$3,547,704	\$829,470
I-75	City of Tampa City Limits - I-75A-27th Apt, EB	4 LX	C/T	2690	1.920	8 LX	4480	\$3,880,140	304	1870	0.1654	\$3,887,820	\$1,141,810
	City of Tampa City Limits - I-75A-27th Apt, WB	4 LX	C/T	2690	1.920	8 LX	4480	\$3,880,140	340	1870	0.2223	\$3,887,820	\$1,311,060
	I-75 - SR 84, EB	4 LX	C/T	2690	1.350	8 LX	4480	\$3,880,140	373	1870	0.2070	\$3,887,820	\$1,281,072
	I-75 - SR 84, WB	4 LX	C/T	2690	1.350	8 LX	4480	\$3,880,140	427	1870	0.2740	\$3,887,820	\$1,433,334
	SR 84 - SR 84, EB	4 LX	C/T	2690	3.410	8 LX	4480	\$1,448,701	294	1870	0.1582	\$4,932,350	\$223,721
	SR 84 - SR 84, WB	4 LX	C/T	2690	3.410	8 LX	4480	\$1,448,701	320	1870	0.1455	\$4,932,350	\$223,721
	SR 84 - SR 84, WB	4 LX	C/T	2690	3.410	8 LX	4480	\$1,448,701	320	1870	0.1455	\$4,932,350	\$223,721
Total - Phase 1 (2003)													

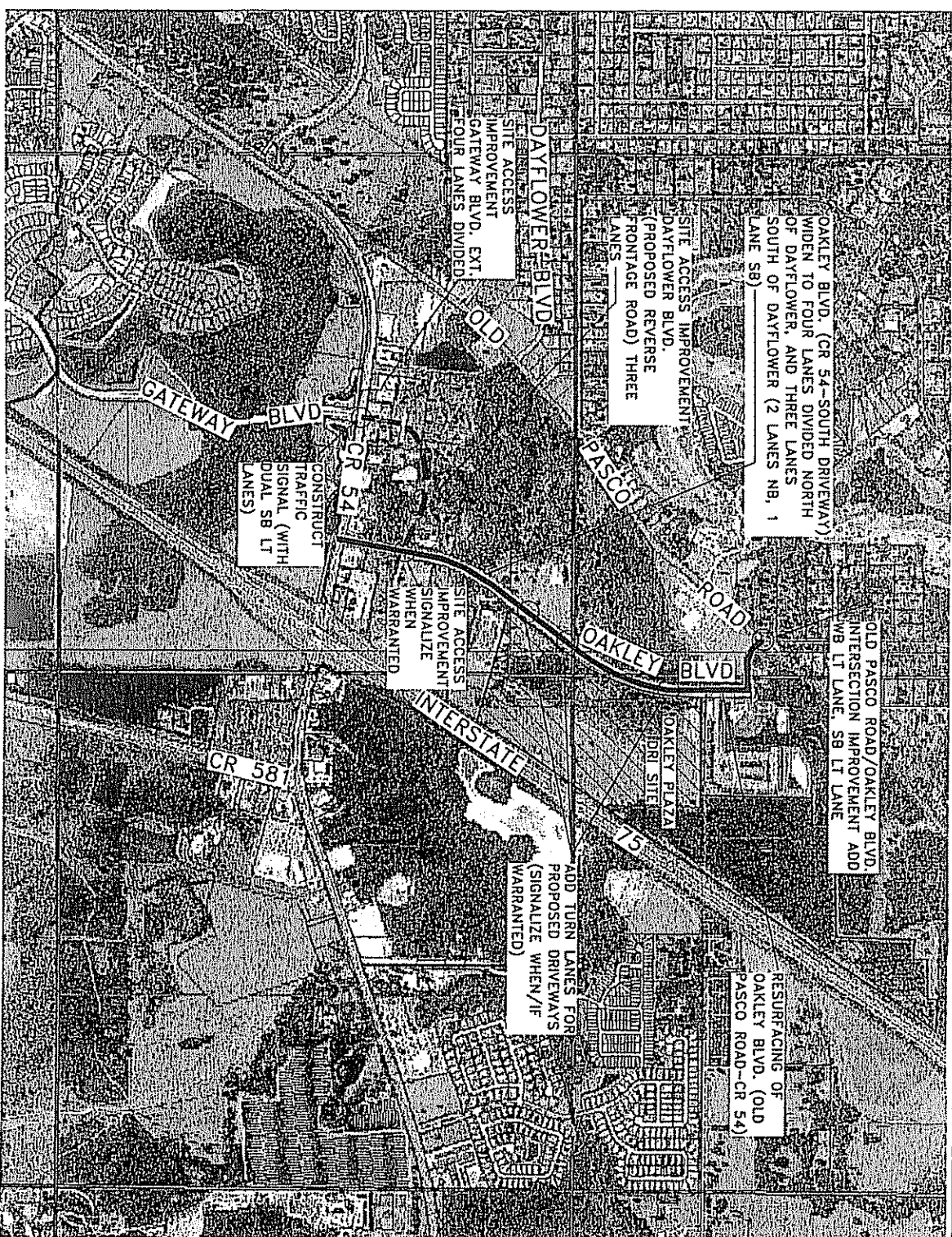
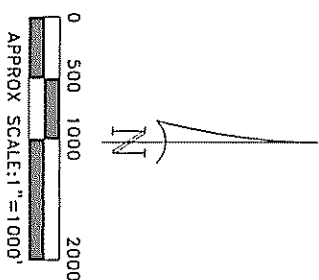
Notes: The cost for the road improvements are in 2003 dollars except for the I-75 (Apt to SR 84) section and the SR 84 (US 41-SR 84) section which is in 2005 dollars.
 Future Proportionate Share payments will be adjusted to account for inflation based on the actual year of when the road improvement is to be constructed.
 The traffic volumes listed herein are only for proportionate share costs purpose.
 * Distance obtained from FDOT's Straight Line Diagrams
 * Cost per Mile based on FDOT's 2002 Transportation Costs or cost estimate for specific road segment by direction obtained from FDOT (see Table 2, below)
 * Project traffic from Table 21-6, (Proposed to Construct, October 2002) which is the last version of the table without the N/S road
 * Proportionate Share = (Project Traffic / Service Volume Increase) * Cost of Road Segment Improvement

Table 2
Improvement Cost Estimates

FDOT Construction Costs	Construction Cost	FW Cost	CU	Total Cost	Miles	Cost per Mile by Direction	Cost/Line Mi.
Add 2-lanes to existing 2-lanes (Urban) *	\$1,012,000	\$802,570	\$1,012,000	\$4,220,134		\$2,194,062	
Add 2-lanes to existing 4-lanes (Urban) *	\$2,704,000	\$0	\$201,000	\$3,748,200		\$1,073,150	
new 4-lane road (Urban) *	\$4,040,000	\$900,260	\$1,780,000	\$7,710,260		\$3,652,114	
I-75 Apt - SR 84 for 4-lanes *	\$13,543,710	4,510,544	\$7,800,000	\$40,854,254	4.111	\$23,782,025	\$2,370,203
SR 84 (US 41 - SR 84) without FDOT Costs *	\$23,208,040	\$0	\$0,000,000	\$23,208,040		\$3,602,340	
I-75 SR 84 - SR 84 for 4-lanes *	\$22,008,740	\$0,012,000	\$7,800,000	\$39,820,740		\$11,673,800	\$1,448,701
Add 2-lanes to existing 4-lanes Freeway *	\$0,700,100	\$0	\$2,654,180	\$3,780,280		\$2,650,140	

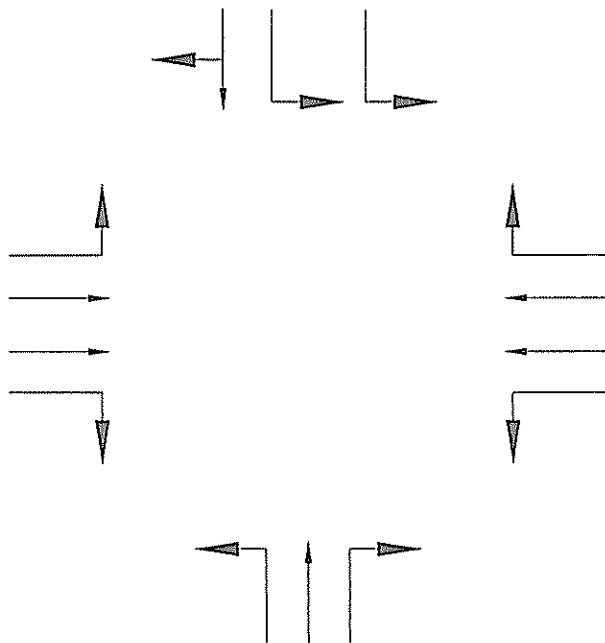
Exhibit C

Site Related and Intersection Improvement Graphics



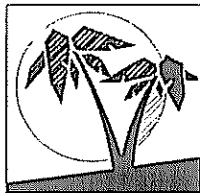
OAKLEY PLAZA DR
SITE SPECIFIC IMPROVEMENTS
WITH NO IMPACT FEE CREDITS

[illegible]



CR 54/GATEWAY BLVD EXT
CONSTRUCT SB APPROACH (SB
DUAL LT AND SHARED
THROUGH/RT TURN LANE) AND
SIGNALIZE BY DEVELOPER EB LT
LANE AND WB RT LANE IS PART OF
PASCO COUNTY CR 54 WIDENING

OAKLEY PLAZA DRI – INTERSECTION IMPROVEMENTS



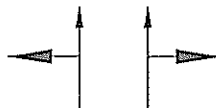
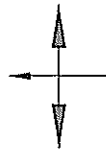
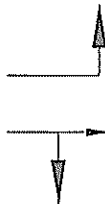
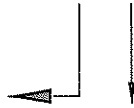
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

PROJECT NO:
04-015

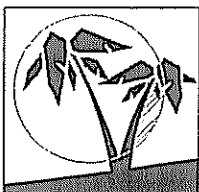
FIGURE:
1



OAKLEY BLVD/DAYFLOWER BLVD
CONSTRUCT EB APPROACH
ADD NB LANE ADD SB RT LANE,
SIGNALIZE IF WARRANTED ALL
BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



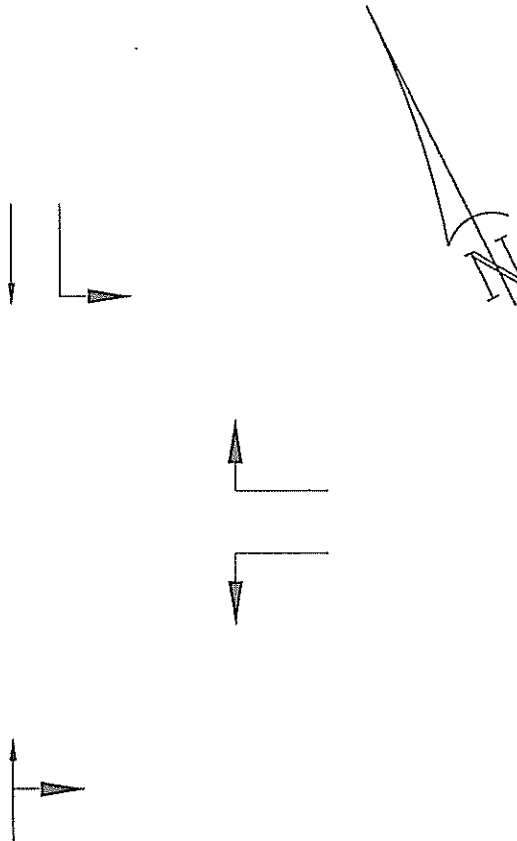
Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

DRAWN BY:

FIGURE:

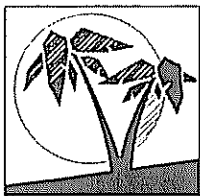
2



OLD PASCO ROAD/OAKLEY BLVD
ADD WB LT LANE, ADD SB
LT LANE BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015

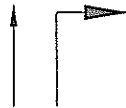
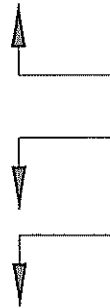
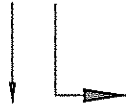


Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

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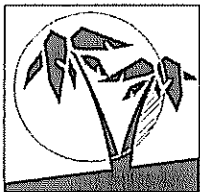
FIGURE:
3



OAKLEY BLVD/SOUTH DRIVEWAY
ADD NB RT LANE ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE IF
WARRANTED ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015

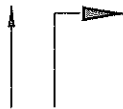
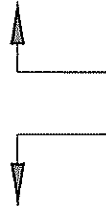
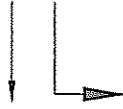


Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

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FIGURE:
4

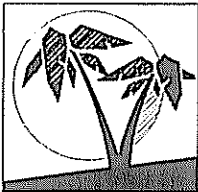


OAKLEY BLVD/CENTER DRIVEWAY

ADD NB RT LANE, ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE
IF WARRANTED, ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015

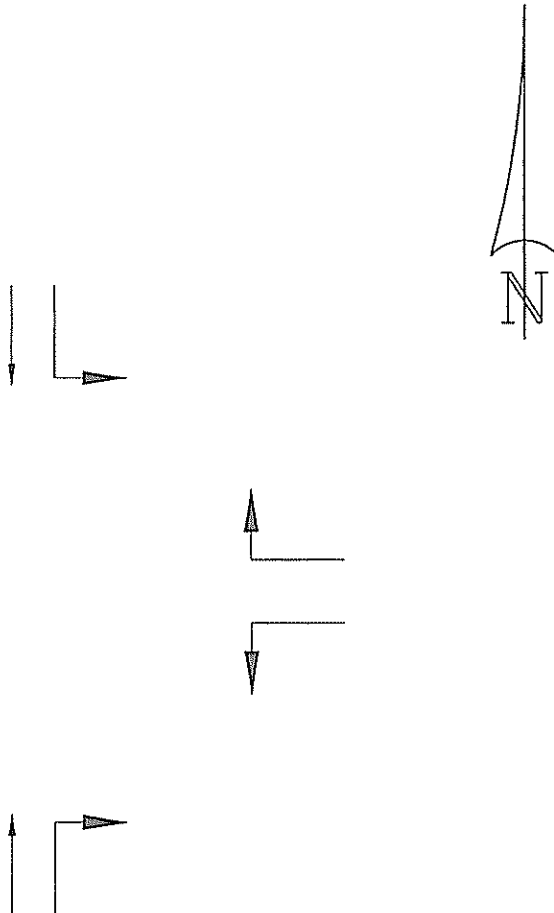


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Land Development Consulting

DATE:
01/2005

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FIGURE:
5

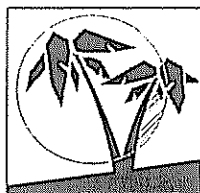


OAKLEY BLVD/NORTH DRIVEWAY

ADD NB RT LANE, ADD SB LT LANE
CONSTRUCT DRIVEWAY, SIGNALIZE
IF WARRANTED, ALL BY DEVELOPER

OAKLEY PLAZA DRI - INTERSECTION IMPROVEMENTS

PROJECT NO:
04-015



Gulf Coast Consulting, Inc.
Land Development Consulting

DATE:
01/2005

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FIGURE:

6

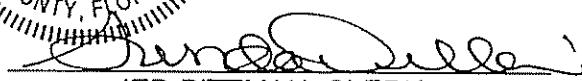
NOTICE OF ADOPTION OF THE
DEVELOPMENT ORDER FOR THE OAKLEY PLAZA
DEVELOPMENT OF REGIONAL IMPACT

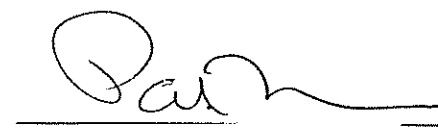
Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 05-156 dated March 22, 2005, has adopted the development order for a Development of Regional Impact known as Oakley Plaza (Resolution No. 05-156). The above-referenced 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.



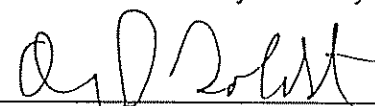

JED PITTMAN, CLERK


_____, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

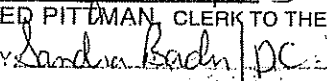
APPROVED

MAR 22 2005

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

BY: 

ATTORNEY

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING
IS A TRUE AND CORRECT COPY OF
PAGE(S) 1 OF 1 PAGES
OF THE ORIGINAL OF RECORD IN MY
OFFICE. WITNESS MY HAND AND THE
COUNTY'S OFFICIAL SEAL THIS
31st of March, 2005
JED PITTMAN, CLERK TO THE BOARD
BY:  JED PITTMAN, CLERK

2005-002243

03/22/05