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PASCO COUNTY, FLORIDA

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PLANNING AND DEVELOPMENT DEPARTMENT
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CERTIFIED MAIL NO. 7004 1160 0000 4437 7963
RETURN RECEIPT REQUESTED

February 14, 2014

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

RE: Wiregrass Ranch Development of Regional Impact #260
Development Order Amendment (NOPC #5)

Dear Mr. Meyer:

Enclosed please find an original Development Order for Wiregrass Ranch Development of Regional Impact #260 (Resolution No. 14-66), 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 Commissionerson January 14, 2014.

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

Sincerely,

Cynthia D. Spidell

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

Enclosure

THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO.** 14-66

A RESOLUTION AMENDING RESOLUTIONS 07-291, 08-06, 10-376, 10-399, 13-29, 13-99 AND 13-245 FOR THE WIREGRASS RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 260.

WHEREAS, on December 27, 2004, in accordance with Section 380.06, Florida Statutes, as amended, Wiregrass Ranch, Inc. (Original Applicant/Owner) et. al. filed an Application for Development Approval (ADA) and five (5) Responses to Request for Additional Information for a Development of Regional Impact (DRI) known as Wiregrass Ranch DRI (Project); and,

WHEREAS, on July 17, 2007, in accordance with Section 380.06, Florida Statutes, the Pasco County Board of County Commissioners adopted Resolution 07-291 approving a development order for the Project (Original DO); and,

WHEREAS, on September 14, 2007, the State of Florida Department of Community Affairs (DCA) appealed Resolution No. 07-291 (Appeal); and,

WHEREAS, the primary basis for the Appeal was the lack of requirements in the Original DO for the identification of the Phase 2 and 3 proportionate share transportation mitigation for the Project; and,

WHEREAS, Pasco County and the Original Applicant/Owner disputed the allegations set forth in the Petition for Appeal; however, Pasco County and the Original Applicant/Owner agreed to enter into an agreement with the DCA pursuant Section 380.032(3), Florida Statutes to amicably resolve the concerns raised by the DCA in the Petition for Appeal; and,

WHEREAS, on September 25, 2007, the Board of County Commissioners approved the Section 380.032 (3) agreement with the DCA (DCA Agreement), which required the Board of County Commissioners to amend the Original DO, and specifically Note 1 to Exhibit I, to add additional requirements relating to the identification of the Phase 2 and 3 proportionate share mitigation, as more specifically set for the in the DCA Agreement (DO Amendment); and,

WHEREAS, the DCA Agreement also required the DCA to dismiss with prejudice the Petition for Appeal within five (5) days of Pasco County rendering the DO Amendment, and waived any appeal of the DO Amendment, provided the DO Amendment complied with the DCA Agreement; and such appeal was formally dismissed by the State of Florida Land and Water Adjudicatory Commission; and,

WHEREAS, the DCA Agreement also acknowledged that the DO Amendment did not require a Notice of Proposed Change (NOPC) or any additional regional review; and,

WHEREAS, the Board of County Commissioners found that the utilization of the Phase 2 and 3 proportionate share for facility or mobility improvements that benefit the Strategic Intermodal System, and specifically I-75 from the I-75/I-275 apex north to S.R. 52 or S.R. 54/56 east of U.S. 41, is (a) in the best interest of the citizens and businesses of Pasco County, the State of Florida, and the Wiregrass Ranch DRI, (b) consistent with the priorities established by Section 339.61(2), Florida Statutes, and (c) consistent with Pasco County's Comprehensive Plan financial feasibility requirements pursuant to Section 163.3177, Florida Statutes; and,

WHEREAS, on October 9, 2007, the Board of County Commissioners adopted the DO Amendment (Resolution No. 08-06), which amended the Original DO consistent with the DCA Agreement in order to settle the Appeal; and,

WHEREAS, on September 7, 2010 the Board of County Commissioners adopted an amended, consolidated and restated Development Order (Resolution 10-376) (Amended and Restated DO) which included the following changes:

1. Change the Applicant and Developer of Record to Locust Branch, LLC;
2. Modify the Land Use Equivalency Matrix (LUEM) attached hereto and incorporated herein as Exhibit F to a) update the LUEM to reflect allowable conversions consistent with the revised land use table, b) allow the introduction of light industrial uses through a land use exchange, c) revise the cap on conversions of approved uses from 10% per phase to 10% of the total specifically approved entitlements, and d) add a maximum/minimum table to the LUEM;
3. Amend the requirements for land use conversions;
4. Change name of Porter Boulevard to Wiregrass Ranch Boulevard;
5. Modify the Master Development Plan (Map H) to reflect: a) an exchange of locations and associated Project entitlements between Parcels O3 and M13; b) re-designation of Parcel V4 as Parcel M18 to allow mixed uses; c) addition of

50± acres of Parcel S3 to Parcel O3 to allow Office development; d) increase in the size of the Town Center (Parcel M7) to 138 acres and Parcel M15 by 10± acres; e) reduction in the size of Parcel S4 by 148± acres;

6. Modify Exhibit E/Map H-3 (Land Use Schedule) to reflect the changes in Parcel acreages and conceptual entitlement allocations;
7. Modify Exhibit I, the Wiregrass DRI Transportation Mitigation Terms and Conditions, to: a) reflect the renaming of Porter Boulevard to Wiregrass Ranch Boulevard; b) extend the due dates associated with the required performance guarantees; c) increase the Phase 1 proportionate share credit to reflect the hospital, medical office and hotel, employment center uses and community college limited exemption use; d) allocate entitlements attributable to each pipeline improvement; e) update the proportionate share mitigation dollar amount of phases 1-3 to reflect the Florida Department of Transportation July 2009 cost index and update Exhibit H, Proportionate Share Calculations as applicable;
8. Modify the Land use Table to a) correct a scriveners error to recognize that 1,000 not (400) of the Phase 1 and 1,500 (not 600) of the Phase 2 single-family residential units will be retirement housing; and b) to establish 99,180 sq. ft. of Medical Office as a subset of the approved 400,000 square feet of the Office uses approved for Phase 1 (which included 90,000 square feet assumed in the traffic study plus 9,180 square feet which corresponds to a reduction in 34 single-family residential units from Phase 3);
9. Extend the build-out dates associated with Phases 1-3 by three (3) years from December 31, 2016 to December 31, 2019 and the development order expiration date by three (3) years from December 31, 2020 to December 31, 2023;
10. Recognize the conversion of 84 single-family residential units from Phase 3 to a 707-student Community College campus advanced to Phase 1;
11. Amend the development order to correct various scrivener's errors and to provide for internal consistency within the development order;
12. Revise the required annual reporting requirement to biennial;
13. Define and explain the term "Limited Exemption" uses within the project;
14. Revise the assignment of DRI entitlements requirements and add an Exhibit Q which lists vested assignments for DRI entitlements;
15. Provide sub-phases for Phase 1 consistent with the revised Exhibit I;
16. Modify the GPS control point due date;
17. Acknowledge submittal and approval of the EMP and GSMP;
18. Amend the deadline for approval of the Development Agreement;
19. Modify the requirements for the Community and District Parks;
20. Revise the Master Development Plan (Map H) to reflect: a) an exchange of locations and associated conceptual entitlements on Exhibit E (Map H-3) between Parcel O3, M13, and a portion of S5; b) creation of Parcel M20 along S.R. 56; c) a decrease in Parcel S-5 by 118 acres d) an increase in Parcel O3 by 36 acres; e) addition of 50+ acres of Parcel S3 to Parcel M8 to allow mixed use;
21. (a) provide for Attractions and Recreation Facilities (ARF) as a new land use in the LEUM; convert and advance 837 SFD units from Phase 2 to 300,000 square feet of ARF in Phase 1A; (b) convert and advance 250 SFD units from Phase 3 to 360 hotel rooms in Phase 1A; (c) convert and advance 250,000 square feet of office in Phase 3 to 100,000 square feet of medical office in Phase 1A;

22. Further clarify land use exchange provisions and entitlement advancement provisions;
23. Correct scrivener's error to reflect the 18-hole golf course in Table 1; and,
24. Provide a revised severability clause; and,

WHEREAS, on September 21, 2010 the Board of County Commissioners adopted the DO Amendment (Resolution 10-399) which amended the Amended and Restated DO and which included the following changes:

1. Modify Subsection 1.e. of the Amended and Restated DO to reflect the changes in the Comprehensive Plan Future Land Use Classifications from MU (Mixed-Use), RES-3 (Residential – 3 du/ga) and CON (Conservation Lands) to PD (Planned Development) and CON (Conservation Lands); and
2. Modify Subsection 5.b(4)(a) of the DO to recognize the underlying Future Land Use classification change from MU (Mixed Use) to PD (Planned Development); and,

WHEREAS, on October 23, 2012, pursuant to Section 380.06(19(e)2.k, Florida Statutes, the Board of County Commissioners adopted the DO Amendment (Resolution 13-29) which amended the Amended and Restated DO and which included the following changes:

1. Revise Exhibit F, The Land Use Equivalency Matrix (LUEM), to increase the maximum number of hospital beds from 110 beds to 175 beds; and
2. Revise the Land Use Table in Section 4(3) to reflect the land use exchange of 97 single-family dwelling units in Phase 3 to 75 hospital beds in Phase 1; and,

WHEREAS, on February 5, 2013, the Board of County Commissioners adopted the DO Amendment (Resolution 13-99) which amended the Amended and Restated DO and which included the following changes:

1. extend all dates by four (4) years pursuant to the 4-year Extension;
2. extend all dates an additional 306 days pursuant to the 306-day Extension;
3. extend all dates an additional 120 days plus one (1) year pursuant to the 2012 Extension;
4. vest office entitlements, subject to conditions, pursuant to the phasing and duration provisions;
5. add provisions regarding Pasco County's adoption of an Urban Service Area, a Transportation Concurrency Exception Area and mobility fees in lieu of transportation concurrency;
6. clarify language which already allows land uses and entitlements that may be advanced to an earlier phase;
7. provide for land uses and entitlements that may be added to a phase without transportation analysis;
8. replace all references from "Department of Community Affairs/DCA" to "Department of Economic Opportunity/DEO";

WHEREAS, on June 11, 2013, the Board of County Commissioners adopted the DO Amendment (Resolution 13-245) which amended the Amended and Restated DO and which included the following changes:

1. revise Exhibit C (Legal Description) to add the 24 acre "National Tennis Center" Parcel (new Parcel M4-E) to the DRI and legal description;
2. revise Exhibit D (Development Commitment);
3. revise Exhibit F (LUEM);
4. revise Exhibit G (Map H) to:
    a. add an additional 24 acres of land (formerly the National Tennis Center Parcel) to the DRI as new Parcel M4-E;
    b. relocate the Community Park and the District Park to Parcel M21;
    c. redesignate "Proposed County Park" adjacent to Parcel M23 as part of Parcel M23;
    d. reconfigure Parcels O2 and M11; and
    e. revise alignment of the 581 Bypass/Loop Road.
5. revise Exhibit H (Proportionate Share Calculations) to reflect a change in the transportation proportionate share calculation for the Wiregrass Ranch DRI as a result of recalculation of the proportionate share contribution for the Wiregrass Ranch DRI meeting the requirements of Sections 380.06(19)(e)6 and 163.3180(5)(h), Florida Statutes;
6. revise Exhibit I to:
    a. reflect a change in the transportation proportionate share calculation and mitigation plan for the Wiregrass Ranch DRI in accordance with Sections 380.06(19)(e)6 and 163.3180(5)(h), Florida Statutes, Rule 73C-40.045, F.A.C., and the County's transportation mitigation requirements;
    b. collapse and consolidate previously designated Phases 1-3 into a single specifically approved Phase 1;
    c. redesignate previously designated Phase 4 as Phase 2;
    d. eliminate development conditions, explanations and provisions based on or relating to pipeline projects, credits, timing and phasing that are no longer necessary or applicable due to the changes in the proportionate share contribution, the mitigation plan and the phasing;
    e. revise construction completion deadlines from 18 months to two (2) years to allow sufficient time to complete;
    f. eliminate the explanation and certain provisions relating to the SR 56 (Pipeline Projects 1-3) history and obligations;
    g. adjust the cost estimates for transportation projects to reflect June 2012 cost estimates and eliminate inapplicable cost provisions;
    h. change Limited Exemption Uses to Exempt Uses;
    i. reflect that the SR 581 Realignment project has been changed to the 581 Bypass/Loop Road project;
    j. eliminate references and conditions related to the CR 54 pipeline project; and
    k. eliminate the proportionate share credit formula for limited exemption uses;
7. change Limited Exemption Uses to Exempt Uses;

WHEREAS, on June 11, 2013, the Board of County Commissioners adopted the DO Amendment (Resolution 13-245) which amended the Amended and Restated DO and which included the following changes:

1. revise Exhibit C (Legal Description) to add the 24 acre "National Tennis Center" Parcel (new Parcel M4-E) to the DRI and legal description;
2. revise Exhibit D (Development Commitment);
3. revise Exhibit F (LUEM);
4. revise Exhibit G (Map H) to:
    a. add an additional 24 acres of land (formerly the National Tennis Center Parcel) to the DRI as new Parcel M4-E;
    b. relocate the Community Park and the District Park to Parcel M21;
    c. redesignate "Proposed County Park" adjacent to Parcel M23 as part of Parcel M23;
    d. reconfigure Parcels O2 and M11; and
    e. revise alignment of the 581 Bypass/Loop Road.
5. revise Exhibit H (Proportionate Share Calculations) to reflect a change in the transportation proportionate share calculation for the Wiregrass Ranch DRI as a result of recalculation of the proportionate share contribution for the Wiregrass Ranch DRI meeting the requirements of Sections 380.06(19)(e)6 and 163.3180(5)(h), Florida Statutes;
6. revise Exhibit I to:
    a. reflect a change in the transportation proportionate share calculation and mitigation plan for the Wiregrass Ranch DRI in accordance with Sections 380.06(19)(e)6 and 163.3180(5)(h), Florida Statutes, Rule 73C-40.045, F.A.C., and the County's transportation mitigation requirements;
    b. collapse and consolidate previously designated Phases 1-3 into a single specifically approved Phase 1;
    c. redesignate previously designated Phase 4 as Phase 2;
    d. eliminate development conditions, explanations and provisions based on or relating to pipeline projects, credits, timing and phasing that are no longer necessary or applicable due to the changes in the proportionate share contribution, the mitigation plan and the phasing;
    e. revise construction completion deadlines from 18 months to two (2) years to allow sufficient time to complete;
    f. eliminate the explanation and certain provisions relating to the SR 56 (Pipeline Projects 1-3) history and obligations;
    g. adjust the cost estimates for transportation projects to reflect June 2012 cost estimates and eliminate inapplicable cost provisions;
    h. change Limited Exemption Uses to Exempt Uses;
    i. reflect that the SR 581 Realignment project has been changed to the 581 Bypass/Loop Road project;
    j. eliminate references and conditions related to the CR 54 pipeline project; and
    k. eliminate the proportionate share credit formula for limited exemption uses;
7. change Limited Exemption Uses to Exempt Uses;

8. collapse and consolidate previously designated Phases 1-3 into a single specifically approved Phase 1, and redesignate previously designated Phase 4 as Phase 2;
9. clarify concurrency reservation, guarantee and vesting for public facilities and clarify transportation mitigation requirements;
10. delete provision for advancing certain land uses and entitlements to an earlier phase;
11. clarify and define the Effective Period;
12. revise Table 1 to reflect consolidation of three phases into a single specifically approved Phase 1 and renumber Phase 4 to Phase 2;
13. delete repetitive provisions regarding the County's Urban Service Area/Transportation Concurrency Exception Area;
14. consolidate the retirement housing figures into a single phase and require approval from the Master Developer for any changes and allow the Master Developer to convert age restricted housing units to non-age restricted housing units through the land use equivalency matrix and by providing for any incremental increase in mobility fees or fee credits;
15. revises the town center requirements to reflect updated requirements for TND, TOD and MUTRM;
16. clarify Exempt Use status for community college, university, and hotel uses and revise provisions pertaining to same;
17. relocate definition of TND;
18. delete requirements for Limited Exemption Uses because they are no longer referenced and have been converted and/or replaced by Exempt Uses;
19. change SR 581 Realignment to the 581 Bypass/Loop Road throughout the DO;
20. delete land use exchange conditions relating to exchanges between phases;
21. delete land use exchange conditions relating to hospital beds, medical office and community college uses;
22. change land use exchange conditions for age restricted uses to allow, but not require, additional analysis for purposes of educational facilities impact analysis;
23. delete land use exchange conditions restricting the exchange or conversion in excess of ten percent (10%) of the total specifically approved entitlements for any individual use;
24. delete land use exchange conditions relating to any other amendments to the land use mix or proposed phasing schedule;
25. reflect a change in the transportation proportionate share calculation and mitigation plan for the Wiregrass Ranch DRI in accordance with Sections 380.06(19)(e)6 and 163.3180(5)(h), Florida Statutes, Rule 73C-40.045, F.A.C., and the County's transportation mitigation requirements;
26. eliminate transportation mitigation conditions based on phasing because the phasing has been consolidated into a single specifically approved Phase 1;
27. eliminate and clarify trip generation monitoring provisions to eliminate phases and the distinctions and adjustments between phases;
28. clarify neighborhood park, District Park, and Community Park requirements;
29. clarify and update the general conditions; and
30. make such other changes as may be included herein; and

WHEREAS, on October 30, 2013, in accordance with Section 380.06(19), Florida Statutes, as amended, Locust Branch LLC (Master Developer) filed a NOPC to the previous ADA for the Project (NOPC No. 5). The NOPC, collectively with the ADA, are referred to herein as the application (Application); and,

WHEREAS, the NOPC requested the following:

1. Add the following Exempt Uses (which are exempt from Transportation Mitigation Requirements) pursuant to Section 4.a.(5), and reflect the new entitlement figures in Table 1 of Section 4.b(3):
    a. Add 120 Hotel Rooms; and
    b. Add 1,440,920 square feet of office (this total reflects the land use exchange approved by the County on September 26, 2013 which reduced the office entitlements to 559,080 and increased the medical office entitlements to 399,180); and
    c. Add 200,820 square feet of medical office (this total reflects the land use exchange approved by the County on September 26, 2013 which reduced the office entitlements to 559,080 square feet and increased the medical office entitlements to 399,180 square feet); and
    d. Add 229 Hospital Beds which are subject to the Corporate Business Park criteria contained in Section 522.5.D.1.a(1)-(3) of the LDC; and
    e. Add 3,293 f.t.e. students of Community College; and
    f. Add 1,000,000 square feet of Light Industrial.

The addition of such land uses and entitlements to the specifically approved land uses and entitlements of the Project do not cumulatively exceed the maximum levels of development allowed under Subarea Policy FLU 7.1.8, Wiregrass Ranch Subarea Policies, of the Comprehensive Plan; and

2. Revise the Maximum/Minimum Land Use Threshold Chart (chart in the lower left quadrant) of Exhibit F (the Land Use Equivalency Matrix) to reflect the proposed land uses as described above; and
3. Make such format changes as may be included herein (Proposed Changes); and

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

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

WHEREAS, the Pasco County Board of County Commissioners held duly noticed public hearing(s) on the NOPC, and reviewed the NOPC as well as all related testimony and evidence submitted by each party and members of the general public; and,

WHEREAS, the Pasco County Board of County Commissioners wishes at this time to further amend the Amended and Restated DO in accordance herewith; and,

WHEREAS, the Amended and Restated DO as amended by this amendment shall be referred to as the "Development Order" or "DO".

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that the NOPC No. 5 for the Project is approved with conditions, as set forth in this DO, which is hereby adopted by the Board of County Commissioners (words ~~stricken~~ are deletions; words <u>underlined</u> are additions):

WIREGRASS RANCH DEVELOPMENT ORDER

1. <u>Introduction and General Findings of Fact</u>.

This Resolution shall constitute an Amendment to the Amended and Restated DO as previously amended.

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

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

b. The NOPC No. 5 Application is incorporated into this DO by reference as Exhibit A.

c. The nature, type, scope, intensity, costs, and general impact of the Project, as revised, are summarized in the NOPC No. 5 Application and the Tampa Bay Regional Planning Council (TBRPC) DRI Final Report, and the TBRPC NOPC Report, which collectively are incorporated into this DO by reference as Exhibit B.

d. A description of the real property (Property) is attached hereto as Exhibit C which is made part of this DO.

e. The current Pasco County Comprehensive Plan (Comprehensive Plan) Future Land Use Map classifications for the Property are PD (Planned Development) and CON (Conservation Lands). The proposed development is consistent with the applicable provisions of the PD (Planned Development) and CON (Conservation Lands), and other applicable Goals, Objectives, and Policies of the Comprehensive Plan.

f. The current zoning designation for the Property is MPUD Master Planned Unit Development, and the proposed development is consistent with the applicable provisions of the MPUD.

g. On _____, the TBRPC notified the County that the TBRPC had prepared its NOPC Report and that the local government should act upon the pending application.

h. The Board of County Commissioners scheduled and held a public hearing on the NOPC application on January 14, 2014.

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

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

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

l. The Board of County Commissioners has received and considered the TBRPC NOPC Report on the NOPC No. 5 application.

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

n. The Developer, Locust Branch, LLC, is the Applicant and the Developer of Record (sometimes referred to as either the "Master Developer" or "Developer of Record" or "Developer").

o. The DO is a valid final development order within the provisions of Section 163.3167(5), Florida Statutes, affecting the Property.

2. Conclusions of Law.

The Board of County Commissioners hereby finds as follows:

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

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

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

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

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

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

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

3. Approval Stipulations.

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

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 Developer or its Successors in Interest. 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 Developer, or its Successors in Interest if applicable, may appeal the determination to the Board of County Commissioners pursuant to the Land Development Code. Notwithstanding the foregoing, violations of the Development Agreement (DA) hereinafter described, if required, shall be addressed in accordance with the provisions of the DA.

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

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

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

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

d. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction until March 1, 2030, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the DO have occurred; or that the DO was based on substantially inaccurate information provided by the Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this DO, the DA, the MPUD Master Planned Unit Development conditions, the Comprehensive Plan, and the LDC, shall not constitute downzoning, unit density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

e. As provided in Chapter 190, Florida Statutes, and subject to the Board of County Commissioners separate approval, Community Development District(s) (CDD) are hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD, that are identified within this DO. Further, any obligations of the Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association or other entity approved by the County. However, such CDD shall not be authorized to levee assessments on any property either owned or to be owned by the County or District School Board of Pasco County that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

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

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

f. The Property is currently utilized for agricultural activities. It is understood that while the use will cease when the Project 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.

g. Exempt Uses. For the purposes of this Development Order, "Exempt Uses" shall include those uses exempt from traffic impact studies pursuant to Section 901.5 of the LDC and transportation analysis review pursuant to Section 901.12(c) of the LDC, including, but not limited to, government buildings, offices and medical offices, hotels, light industrial uses, corporate business parks, community colleges, universities, and TOD uses. In applying this definition, government buildings, community colleges, universities, office, medical office, hotels, industrial, light industrial, corporate business park and TOD uses that have previously been defined as "limited exemption projects" under Section 1301.4.A of the LDC and the DRI DO shall also be considered to be and treated as Exempt Uses. TOD uses shall be those that meet the requirements of the County's mobility fee regulations found in Section 1302.2.F.2.i of the LDC, or shall be TOD Neighborhoods designated and approved within Mixed Use Transportation Reduction Measures (MUTRM) Designated Parcels pursuant to the MPUD and DA.

4. Phasing, Vesting and Duration.

a. Phasing, Vesting, Concurrency, and Transportation Mitigation Requirements.

(1) Phasing. Phase 1 of the DRI is specifically approved subject to requirements of this DO. Phase 2 of the DRI is conceptually approved. Specific approval of Phase 2 shall be granted upon submittal and approval of additional analyses of the project's impacts on

Transportation and Air Quality, only, performed pursuant to the requirements of Section 380.06, Florida Statutes.

(2) Vesting Against Concurrency. Specific approval shall not be a reservation or guarantee of concurrency capacity for any public facility other than transportation, transit and parks and recreation. For fire/EMS services, sheriff/public safety services, affordable housing and governmental administrative facilities, the County shall credit any land, facilities and cash mitigation payments provided under this DO against future concurrency requirements. Any concurrency requirements for schools shall be determined by Exhibit N attached to this DO and applicable law. The reservation and guarantee of, and vesting against, concurrency capacity for parks shall be through the Effective Period of the DO subject to any extensions granted by Pasco County or applicable law, and subject to compliance with the Recreation and Open Space conditions of the DO.

(3) Vesting Against Transportation Mitigation Requirements. The reservation and guarantee of, and vesting against, transportation concurrency capacity and any and all transportation timing and phasing, adequate public facilities (for transportation), transportation, transit and roadway capacity, and transportation analysis requirements and mitigation, excluding County access management requirements as provided in the Development Agreement (DA) and on-site transportation infrastructure required for a particular site plan (collectively referenced herein as "transportation mitigation requirements"), for Phase 1 shall be through the Effective Period of the DO; subject to any extensions granted by Pasco County or applicable law, and subject to compliance with the transportation conditions of this DO and any associated DA. The Project shall be exempt from the transportation mitigation requirements and traffic impact study requirements subject to compliance with the transportation conditions of this DO or any associated DA.

(4) Economic Development Project. A large 1,000,000 square foot office user (Economic Development Project) has been induced by Pasco County and the Master Developer to locate its offices and facilities on Parcel M8 and surrounding adjacent lands within the Project. The

Economic Development Project is anticipated to provide significant economic benefits to the area, including creating numerous well-paying jobs, creating significant additional taxable sales, adding valuable property to tax rolls, serving as a catalyst for future economic development, reducing reliance on regional commuting, and generally enhancing economic development of the County. As part of the inducement, the County agreed to "vest" the Economic Development Project as described herein. Therefore, upon the issuance of building permits for office use entitlements in excess of 100,000 square feet in the aggregate on Parcel M8, 1,000,000 square feet of office use entitlements shall be deemed fully vested against, and no longer subject to, any: DRI review; DRI mitigation; or transportation mitigation requirements; of any kind or nature, whatsoever.

(5) Additional Uses Exempt from Transportation Mitigation Requirements. Notwithstanding the land use and entitlement limitations as set forth herein, the Master Developer may add to this DRI Exempt Uses as defined in Section 3.g, without any requirement for any DRI or County transportation analysis or any transportation mitigation requirements. Any such additions shall: (i) be made by the Master Developer in writing; (ii) state the type and number of entitlements added to the Project (e.g., 100,000 square feet of office use entitlements); (iii) be included in the updated accounting required in Section 4.e(2); (iv) state that the addition of such land uses and entitlements to the specifically approved land uses and entitlements of the Project do not cumulatively exceed the maximum levels of development allowed under Subarea Policy FLU 7.1.8, Wiregrass Ranch Subarea Policies, of the Comprehensive Plan; and (v) be recognized through the NOPC process.

b. Effective Date, Effective Period, Duration and Land Uses.

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

(2) The Effective Period of this DO shall be until March 1, 2030 (Effective Period). The Effective Period may be extended by the Board of County Commissioners upon a showing of good cause and as otherwise provided by law and in accordance with Section 380.06, F.S. Application for such an extension shall be made at least sixty (60) days prior to the expiration date or as otherwise provided by law.

(3) Subject to other provisions of this DO, development of the Project shall proceed in general accordance with Map H attached hereto and incorporated herein as Exhibit G and the schedule indicated in Table 1 below:

Land Use	Phase 1 – 3/1/26	Phase 2** – 3/1/30	TOTAL
Residential. (d.u.) (Single family) (Multi family)	10,473 (6,947)* (3,526)	1,000 (1,000)	11,473 (6,947) (4,526)
Retail (s.f.)	2,720,800	460,000	3,180,800
Hotel (rooms)	600		600
Office (s.f.)	2,000,000		2,000,000
Medical Office (s.f.)	600,000		600,000
Hospital (beds)	600***		600
Community College (f.t.e. students)	4,000 (f.t.e.)		4,000 f.t.e.
University (f.t.e. students)	0		0
Light Industrial (s.f.)	1,000,000		1,000,000
Attractions & Recreation Facilities (ARF) (s.f.)	300,000		300,000
Golf Course	18 holes		18 holes
Elementary Schools	3	1	4

*Includes 2,500 Retirement Housing units
** Conceptually approved only

***229 Hospital beds shall be subject to the Corporate Business Park criteria contained in Section 522.5.D.1.a(1)-(3) of the LDC.

c. Commencement of Development. Development of the Project has commenced consistent with the Agreement between the DCA and the original Applicant, Owner and/or Developer dated October 8, 2004 (Exhibit O).

d. Build-Out of Project. Unless extended by the Board of County Commissioners or in accordance with applicable law and in accordance with Section 380.06, F.S., the build-out date of the specifically approved portions of the Project shall be March 1, 2026.

e. Assignment of DRI Entitlements.

(1) Because the DRI entitlements authorized in, or as may be amended pursuant to, this DO are not assigned to specific development parcels, or portions thereof, within the Project, the Master Developer shall control the allocation, exchange, advancement and assignment of the phased entitlements to specific parcels, or portions thereof, within the Project, by written instrument executed by an authorized officer of Master Developer as described below. Upon submittal of any preliminary plan/preliminary site plan that utilizes land use entitlements within the Project, the preliminary plan/preliminary site plan applicant shall include with each such submittal to the County an original, executed "Assignment of Wiregrass DRI Entitlements" that:

(a) specifically identifies the type and number of entitlements assigned, advanced or exchanged to the specific DRI parcel(s), or portions thereof, that is the subject of the permit application (e.g., 100,000 s.f. office use entitlements for Parcel M25);

(b) specifically states the DRI phase for which said entitlements are assigned, advanced or exchanged;

(c) is dated and executed by the Master Developer, witnessed by two witnesses, and notarized;

(d) includes an accurate metes and bounds legal description of the specific DRI parcel(s), or portions thereof, to which the entitlements have been assigned, advanced or exchanged; and,

(e) is recorded in the public records of Pasco County, Florida.

(2) All such assignments, advancements and exchanges of entitlements shall be reported to the County on Exhibit E (Entitlement Tracking Chart). This reporting consists of an updated accounting on the Entitlement Tracking Chart which identifies the type and amount of entitlements assigned to each parcel and the gross and net acreage amounts for each parcel, and the updated Entitlement Tracking Chart shall also be included in the next biennial report for the DRI. The allocation, assignment, advancement, exchange, or use of DRI entitlements and land uses shall be controlled by the Master Developer and shall be subject to the "Assignment of Wiregrass DRI Entitlements" requirements. For clarification, any and all reassignments, transfers or conveyances of DRI entitlements from a property particularly described in a previously recorded "Assignment of DRI Entitlements" to a lesser included property or a different property shall be treated as a new assignment and be subject to the "Assignment of DRI Entitlements" requirements and require the preliminary plan/preliminary site plan applicant to provide to the County a new original executed "Assignment of DRI Entitlements" including items (a) through (e), above, along with the following additional item: (f) is dated and executed by the authorized assignor of such entitlements, witnessed by two witnesses, and notarized. No allocation, assignment, advancement, exchange or use of DRI entitlements or land uses shall be valid, effective, binding or authorized unless approved by the Master Developer as required in this subsection. Only the Master Developer shall be authorized to amend or submit Exhibit E (Entitlement Tracking Chart), subject to the Land Use Exchange provisions of Section 5.c of this DO. All assignments are subject to compliance with the applicable zoning or MPUD Master Planned Unit Development Conditions of Approval and shall be consistent with the underlying Future Land Use classification.

(3) Exhibit Q lists the Assignment of Wiregrass DRI Entitlements that have been issued by the Applicant/Owner or Master Developer. The Assignment of Wiregrass DRI Entitlements issued on or before September 7, 2010 and listed in Exhibit Q shall be governed by the terms of Section 4.e as set forth in the Original DO as amended by the DO Amendment (Resolution 07-291 adopted on July 17, 2007, as amended by Resolution 08-06 adopted on October 9, 2007) (also set forth for convenience in Exhibit Q) in lieu of the terms of Section 4.e(1) and (2) above. Notwithstanding any provision to the contrary set forth in this DO or in any private agreement (other than an Assignment of Wiregrass DRI Entitlements), entitlements for use on the property described in each Assignment of Wiregrass DRI Entitlements listed in Exhibit Q shall be recognized by the County in the order in which development applications for such entitlements are submitted to the County, provided, however, that such entitlements shall not be recognized by the County if such entitlements would cause the cumulative total of entitlements to exceed the total entitlements assigned to such property. The named assignees of the listed Assignment of Wiregrass DRI Entitlements have acknowledged that this "first-come, first-served" method of allocating entitlements for use on the property described in each Assignment identified in Exhibit Q will result in the County denying site plans or building permits once the entitlements assigned in that Assignment of Wiregrass DRI Entitlements have been exceeded, even if the overall DRI has remaining entitlements that have not yet been used or assigned.

5. Specific Conditions.

a. Development Components. Subject to other provisions of this DO, the Project consists of the land uses shown on Map H (Exhibit G) and described in Table 1 of Section 4.b(3). Land uses may be exchanged in accordance with the Land Use Equivalency Matrix attached hereto and incorporated herein as Exhibit F, subject to the restrictions set forth in Specific Condition 5.c.

b. Land Use Development.

(1) Retirement Housing.

(a) The following number of residential dwelling units, 2,500 d.u. in Phase 1 , shall be deed restricted, designated and developed as adult communities pursuant to the assumptions of the ADA and Section 760.29, Florida Statutes (Retirement Housing), unless otherwise approved under the Land Use Equivalency Matrix and Specific Condition 5.c. The Developer shall comply with all Federal and State statutes and County requirements in establishing these deed restricted communities.

(b) Because the submitted traffic analysis assumes certain quantities of retirement, age restricted, 55 and older, or 62 and older housing, prior to the approval of each plat for such product areas, or where platting is not required, prior to approval of each construction plan for such product areas, the Developer shall provide the County Attorney's office executed and recorded covenants or deed restrictions that restrict the said plat or construction plan for such product areas to housing for persons 55 and older or 62 and older, as applicable. If the Developer fails to timely provide the required covenants or deed restrictions, or fails to comply with such covenants or deed restrictions, or does not follow the Land Use Equivalency Matrix process pursuant to Specific Conditions 5.c., below, then the Developer for such product areas shall be required, in addition to any County remedies set forth in the County-approved covenants/deed restrictions, to obtain approval of the Master Developer to submit, and then submit, a Notice of Proposed Change pursuant to Section 380.06(19), Florida Statutes, including an updated traffic study without any reduction in trip generation based on retirement, age restricted, 55 and older, or 62 and older housing; and additional approvals for said area(s) within the development shall be held in abeyance until the County approves an amendment to the DO based on the updated traffic study and determines the transportation mitigation for the revised development plan. The County may impose additional conditions on such Developer and its product areas based on the updated County approved traffic analysis.

(c) Notwithstanding the foregoing, the Master Developer may elect to convert pursuant to the LUEM the age-restricted housing dwelling units, in whole or in part, to conventional (non-age restricted) residential units provided the Developer provides to Pasco County the incremental increase in mobility fees or fee credits due for applicable non-age restricted, conventional residential units.

(2) Town Center/Employment Center.

(a) Town Center. The Town Center in Parcel M7 of Map H, or another parcel that may be designated as the Town Center by the Master Developer and approved by the County, shall be designed and constructed in accordance with either (i) the Town Center provisions of the TND; or (ii) a Transit Oriented Development; or (iii) as a Mixed Use Neighborhood or TOD Neighborhood approved pursuant to the MUTRM Development Standards set forth in the DA and MPUD. A TND Master Plan, TOD Station Area Plan or MUTRM Neighborhood Plan shall be approved prior to any development within Parcel M7, or another parcel that may be designated as the Town Center by the Master Developer and approved by the County, or prior to final plat or construction plan approval of fifty (50) percent of the specifically approved residential entitlements in the DRI.

(b) Employment Center/Economic Development Project. Parcel M8 and a portion of Parcel M21, with the potential to expand on adjacent parcels, on a minimum of 64 acres, must be developed in accordance with the "Corporate Business Park or Targeted Primary Businesses or Light Industrial Uses" categories portion of the Employment Center requirements of the County's adopted Comprehensive Plan and the Land Development Code, unless comparable quantities of said development type is constructed on other DRI parcels, and approved by a 4/5 majority vote of the Pasco County Board of County Commissioners, or such other uses that may be approved by the Pasco County Board of County Commissioners. The Corporate Business Park or Targeted Primary Business developed on a portion of Parcel M8, a portion of Parcel M21 and/or adjacent parcels shall be developed consistent with the requirements of the Wiregrass Ranch MPUD

conditions of approval including the quantity of office as shown in the MPUD. Notwithstanding the above requirements, Parcels M8 and M21, with the potential to expand on adjacent parcels, shall be allowed to be developed with support commercial uses developed between SR 56/Wiregrass Ranch Boulevard and the proposed reverse frontage road. Such support commercial uses may include, but shall not be limited to, restaurants, banks, office supply stores, grocery stores, cafes, coffee shops, dry cleaners, day care facilities, electronics retailers, health clubs, gas stations, personal services, hotel or other similar retail uses. These support commercial uses shall only be considered Exempt Uses if qualified pursuant to the Land Development Code. A minimum of 64 gross acres of Parcels M8 and M21, with the potential to expand on adjacent parcels, shall be reserved for the "Office" development as defined above exclusive of support commercial that is not an Exempt Use.

(c) Infrastructure for Town Center and Employment Center. Unless otherwise approved by the Board of County Commissioners, the Developer shall be responsible for designing and constructing all necessary public infrastructure for the Town Center in Parcel M7 and Office/Employment Center areas in Parcel M8, including all road, intersections, and utility improvements, prior to approval of the first record plat(s) or construction plan approval(s) for fifty (50) percent of the specifically approved residential entitlements in the DRI, or as necessary to serve adjacent development or development within the Town Center and/or the Office/Employment Center areas, whichever occurs first. Such improvements shall be designed and constructed in accordance with the approved Map H, and shall be sized to accommodate the approved entitlements assigned to the Town Center and the Office/Employment Center uses. The construction of Wiregrass Ranch Boulevard, and the sewer and water lines along Wiregrass Ranch Boulevard, from SR 56 to the entrance of Parcel M7 or the entrance of Parcel M8, along Wiregrass Ranch Boulevard, pursuant to the approved construction plans for same, shall be deemed to satisfy all requirements and conditions of this subparagraph for Parcel M7 and Parcel M8 respectively.

(3) Hospital/Employment Center. The hospital and medical office within Parcel O2 have been designated and approved as a Corporate Business Park/Employment Center by Pasco County as approved by Preliminary Site Plan (DR 09-164) dated December 9, 2008.

(4) Community College or University.

(a) Parcel M18, which is denoted on Map H (Exhibit G) as a mixed use site, may also be utilized for any office use entitlements or mixed use entitlements, as well as for schools, colleges, university, churches, library, hospital, research, warehouse/distribution or similar uses if authorized by the PD (Planned Development) future land use classification and the MPUD Master Planned Unit Development zoning for the Project, without any required amendment to this DO.

(b) If Parcel M18 or any other parcel is developed as a Community College or University, that portion of the project shall qualify as an Exempt Use and shall be exempt from transportation mitigation requirements. As such, neither the Community College or University, nor the Master Developer, shall be subject to any transportation mitigation requirements, or required to pay any proportionate share mitigation, for any trips that may be generated in association with the Exempt Uses. The Community College shall be as defined in Section 1004.65, Florida Statutes. In no event shall the Community College or University uses on M18, or any other parcel where permitted by the MPUD, utilize or reduce the DRI entitlements other than the quantity of specifically approved entitlements for f.t.e. students.

(5) Attractions and Recreation Facilities (ARF). Phase 1 includes the entitlements for Attractions and Recreation Facilities (ARF). The ARF may include any uses described in Section 380.0651(3)(b), Florida Statutes, and retail uses, subject to the MPUD rezoning conditions of approval. Subject to separate BCC or County Administrator approval, the ARF may be approved as an Exempt Use.

(6) Transit Oriented Development (TOD) and Traditional Neighborhood Development (TND).

(a) "Transit Oriented Development" or "TOD" shall mean development in areas in the Project identified in the Comprehensive Plan which are reserved for existing or planned regional transit facilities. These areas must be compact, have moderate to high density developments, be of mixed-use character, interconnected, bicycle and pedestrian friendly, and designed to support frequent transit service operating through regional transit facilities, and otherwise meet the requirements of Section 1302.2.F.2.i of the LDC.

(b) Traditional Neighborhood Development (TND) is generally defined in the LDC as creating livable areas and communities through traditional design standards, which may include but are not limited to, the use of mixed use Village and Town Centers, neighborhoods that embrace a full range of urban facilities, including neighborhood retail centers; a variety of housing types; public/civic space; and open-space amenities, as well as walkable streets, an interconnected circulation network that prioritizes pedestrians and bicycle features and links neighborhoods to shopping areas, civic uses, parks, and other recreational features.

(7) Interconnectivity.

(a) The Developer shall design development in Parcels M20, M21, C5 and M8 that lie between the Town Center (M7) and "lifestyle" center (C6) to ensure adequate pedestrian/bicycle/vehicular traffic connections between the Town Center in Parcel M7 and lifestyle center in Parcel C6. Such connections shall allow users of both centers to reduce usage of SR 56 and Wiregrass Ranch Boulevard. The reverse frontage road (a/k/a public access frontage road) approved in the Wiregrass Master Roadway Plan, along with the sidewalk on the north side of SR 56, shall be deemed to fully satisfy the requirements of this subparagraph.

(b) Unless otherwise approved by the County, prior to the issuance of any approvals or permits for any retail or office uses along SR 56, Wiregrass Ranch Boulevard, Chancey Road from SR 581 to Wiregrass Ranch Boulevard, or the 581 Bypass/Loop Road, as

applicable, or prior to approval of the final design plans for the applicable roadway submitted by the developer, whichever occurs first, the Developer shall submit to the County for review and approval, a plan depicting pedestrian/bike crossing design and standards for the applicable road or shall have incorporated such design and standards into the construction plans for the applicable roadway. This subparagraph has been fully satisfied for retail or office use along SR 56, Wiregrass Ranch Boulevard (from SR 56 to the Parcel S1/S2 entrance intersection), and Chancey Road (west of Wiregrass Ranch Boulevard). The following accredited publications shall be used as references for pedestrian facility design:

i. Design & Safety of pedestrian Facilities, by the institute of Traffic Engineers (ITE), Publication No. RP-026.

ii. Sections 316.130(7), (8), (9), and (14). Florida Statutes.

iii. Safety Tool Box, By ITE.

iv. Highway Design Handbook for Older Drivers and Pedestrians, by the Federal Highway Administration (FHWA), Report No. FHWA-RD-01-103.

v. Intersection Geometric Design and Operational Guidelines for Older Drivers and Pedestrians, by the FHWA. Report No. FHWA-RD-96-132.

(c) The alignment of Wiregrass Ranch Boulevard and the 581 Bypass/Loop Road may change consistent with the settlement agreement with Pasco County and the Florida Department of Transportation (FDOT) dated December 22, 2006, attached here for reference as Exhibit M, or in accordance with Exhibit I, or as otherwise approved by the County and FDOT. The Developer's obligations in the settlement agreement are incorporated herein as additional conditions of approval.

(8) Parcel M23. The southernmost 760 feet of Parcel M23 shall be limited to residential uses.

c. Land Use Exchange.

(1) Development entitlements within the Project may be exchanged pursuant to the Land Use Equivalency Matrix (LUEM) set out in Exhibit F attached hereto, subject to the following restrictions:

(a) Office entitlements within the Project, consisting of the minimum of 64 gross acres of the land area allocated to such entitlements (Parcels M8 and a portion of Parcel M21, with the potential to expand on adjacent parcels), shall not be reduced, exchanged or traded off for any other approved uses in the Project, except for medical office or light industrial provided the medical office or light industrial is a Targeted Primary Business or is constructed consistent with the Corporate Business Park requirements of the LDC, or unless otherwise approved by a 4/5 majority vote by the Pasco County Board of County Commissioners.

(b) Hospital beds, medical office, university, and community college uses may be exchanged to university, office, medical office, light industrial, community college or other corporate business park, target industry, employment center or Exempt Uses.

(c) Retail use shall not be reduced, exchanged or traded off for any other approved uses in the project if it results in a reduction of the jobs to housing ratio below the ratio assumed in the County's MUTRM analysis.

(d) Retail entitlements in the Town Center in Parcel M7 shall not be reduced unless approved by the County in conjunction with a Town Center Master Plan.

(e) Any conversion of age restricted units to non-age restricted units, or retail or office uses to residential uses, may require additional analysis of impacts on educational facilities, acceptable to the School Board, unless the School Board comments in writing that no such analysis is needed or except as otherwise provided in the Agreement with School Board attached hereto as Exhibit N.

(2) Land use exchange requests may only be requested by the Master Developer. The land use exchange request shall be provided to the County, with "information only"

copies to the DEO and the TBRPC, for review and verification by the County that the requested land use will be consistent with the LUEM, this DO, the Comprehensive Plan, and the MPUD Master Planned Unit Development conditions of approval. Upon such verification, which shall not be unreasonably withheld or delayed, the Planning and Growth Management Department shall submit such exchange for approval (based on the same verification criteria stated above) on the consent agenda at the next available DRC meeting which is at least fourteen (14) days from submittal to the County, DEO, and TBRPC. The use of the LUEM shall be reported in the next biennial report and if applicable shall include an updated Exhibit E.

d. Water Quality and Drainage.

(1) Development of the project shall be consistent with the Level of Service (LOS) in Comprehensive Plan Policy DGR 5.1.1 and the 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 Chapters 62-25, 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, including those which prevent construction-related turbidity, as required by the regulations of Pasco County and other appropriate regulatory bodies shall be implemented. In addition, the 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 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 (ERP) or by Pasco County ordinance, whichever is most stringent.

(d) Should the Developer discover that any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the 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 Developer should advise future residents of seasonal variations within created water features and should not be perceived as lakes with constant water levels.

(g) The stormwater-management system should be designed to restore and maintain the natural hydroperiod of the on-site receiving wetlands and provide compensation for impacted floodplain areas in substantial conformance with permit requirements by appropriate agencies. The design and construction techniques listed below shall be utilized unless otherwise determined not to be required during the review process:

i. Lining stormwater ponds with clay or synthetic material if no natural clay layer exists;

ii. ensuring that ponds and swales are properly grassed;

iii. setting a maximum depth for stormwater storage;

iv. implementation of a site-specific groundwater and surface water quality monitoring system;

v. maintaining a minimum distance between pond bottoms and the top of the confining layer for the Floridan aquifer.

(h) An integrated pest management program (IPM) for the golf course and roadway buffers and common areas within residential portions of the project shall be implemented to minimize the use of fertilizers and pesticides. Commercial and Office uses and neighborhood park common areas less than 3 acres in size shall be encouraged to utilize IPM but it shall not be required.

(i) The Developer shall encourage the use of water conserving landscapes, the responsible use of water in common areas and non-residential areas, and the responsible use of water by occupants. Existing native vegetation shall be incorporated into the landscape design to the greatest extent practicable, following examples such as the Florida Yards and Neighborhoods program. Construction BMP's shall be used to prevent construction-related turbidity and erosion problems.

(j) Native plant species shall be incorporated into the landscape design.

(k) As committed, when reclaimed water becomes available to the project site, the developer or its assigns shall utilize it for all irrigation on-site where practical.

(l) Appropriate subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds, and to determine proper development scenarios to protect against sinkhole damage.

(m) Water quality sampling to collect baseline information for the Trout Creek watershed portion of the site, shall be included in the Ground Water and Surface Water Monitoring Plan (GSMP).

(n) Site development shall use techniques that minimize the impervious surface area throughout the development to the extent technically feasible.

(o) On-site stormwater wet-detention ponds shall be designed in accordance with Southwest Florida Water Management District (SWFWMD) and Pasco County standards to include littoral zones constructed on slopes no steeper than a 4:I horizontal to vertical

ratio and shall be planted with or allowed to be colonized by native emergent and submergent vegetation. The Developer shall ensure, by supplemental replanting if necessary, that at least eighty (80) percent cover by native aquatic vegetation is established within the littoral zone (to include at a minimum the area between ordinary high water and ordinary low-water). At such time as SWFWMD releases the Developer from further obligation to provide certification of operation and maintenance as defined in the permit, the Developer shall be relieved of this obligation.

(3) The pre-development hydrologic/hydraulic properties of onsite and offsite wetlands shall not be adversely impacted by development, as defined by the SWFWMD rules regulating wetlands. The SWFWMD shall have review and approval authority of the stormwater design and the County shall have final review and approval authority for the stormwater design.

(4) No wetland outlet or conveyance, either natural or man-made, should be lowered in elevation, which could cause lower water levels and reduced hydroperiods. No changes to wetland outlets or conveyances should occur unless to restore artificially connected or drained wetlands to a more natural state such that historic wetland water levels and flow quantities are restored. The development activities shall not breach the clay-confining layer (aquiclude). A breach of the aquiclude shall be defined as any excavation into the confining layer that degrades the integrity of that confining layer as determined by SWFWMD or the County on a site-by-site basis. In those geographical areas of the County where there is no aquiclude present, excavation shall not proceed to within five feet of the underlying limestone which is part of a groundwater aquifer as identified by the geotechnical engineer of record and confirmed by the County and SWFWMD. It shall be assumed that excavation which exceeds either of these criteria shall constitute adverse groundwater effects. 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 Developer prior to development. At the time the master drainage plan is submitted to the County, the Developer shall also submit the plan to Tampa Bay Water (TBW).

(5) Other infiltration techniques will be maximized, such as Low Impact Development techniques to maintain wetland hydroperiods, where practical and appropriate.

(6) Planning and development of the Project shall conform to the rules adopted by SWFWMD as amended from time to time.

(7) All drainage system components shall comply with Section 40D-4, FAC. as well as all other applicable local, State, and Federal rules and regulations.

(8) In order to protect surface water quality, stormwater exiting the site shall meet all applicable State water quality standards.

(9) Ground Water and Surface Water Monitoring Plan (GSMP)

(a) A Ground Water and Surface Water Monitoring Plan (GSMP) has been approved by Pasco County (on January 15, 2010) that includes a ground water monitoring component and a surface water monitoring component. The Developer has developed the GSMP in accordance with Rules 62-4.246, 62-522 and 62-520.600, FAC and in coordination with the Florida Department of Environmental Protection (FDEP), SWFWMD, and TBW in order to establish parameters, methodology, sampling frequency, establishment of baseline data and locations of monitoring sites. The GSMP includes a surface water component to include sampling of those stormwater discharge points exiting the site and upstream and downstream sampling points within surface water systems adjacent to the site as described in the GSMP. The Monitoring Plan shall identify, measure and report any continuous and/or long term pre- and post- development changes in water quality. The Monitoring Plan shall include the establishment of baseline conditions at points where surface water enters the property and where it exits the property as approved within the GSMP. Analysis shall include all primary drinking water standards contaminants as approved within the GSMP. If reclaimed water for irrigation purposes is used in the future, the GSMP may be amended as required for the use of reclaimed water.

(b) The GSMP was submitted to the FDEP, SWFWMD, TBW and Pasco County within 180 days of DO approval. The GSMP was approved by Pasco County and

SWFWMD on January 15, 2010. The GSMP shall be instituted within 90 days of approval of the GSMP. Baseline monitoring and reporting has been completed and submitted to the Pasco County Engineering Services. Subsequent monitoring shall continue through the build-out of the project/site unless otherwise determined by Pasco County Engineering Services. Analysis and reporting shall be annual unless degradations are identified and then monthly monitoring for the degradations until such time as the degradations are corrected. Degradations are any increase in any contaminant (as defined by applicable water quality criteria) that adversely impacts human health or causes a water to become impaired. There can be no increase in any current impairment that exists as defined by the baseline data. The Developer shall comply with any existing or future state or federal water quality criteria pursuant to SWFWMD, Pasco County, FDEP and/or U.S. Environmental Protection Agency (USEPA) rules and/or Pasco County Ordinance. Should FDEP determine that Total Maximum Daily Load (TMDL) contaminants occur at levels exceeding established standards/thresholds within the Wiregrass Ranch Watershed, the Developer shall amend the GSMP to incorporate TMDL monitoring and reporting in accordance with adopted future water quality criteria/rules.

(c) The monitoring results of the GSMP shall be submitted to FDEP, SWFWMD, TBW and Pasco County at least annually, (or more often as may be required due to a compliance issue) and shall be included in the biennial report. Should the monitoring results indicate that applicable State water quality standards as required in the GSMP are not being met, the results shall be reported to FDEP, Pasco County and other appropriate regulatory bodies immediately. In the event FDEP, SWFWMD or Pasco County determines there is a violation of any State or federal water-quality standard, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected. Should an unresolved compliance issue exist at the time of project build-out completion data collection, analysis and reporting shall continue until all issues are resolved.

(d) Should the Developer wish to add new land areas to the DRI which are not subject to the GSMP in place at the time of a NOPC submittal, the developer shall

update the GSMP and such update shall be submitted to the County, TBW, FDEP and SWFWMD unless FDEP or SWFWMD and the County determine that the GSMP update/revision is not necessary.

(e) The Developer shall provide updates to the Wiregrass Ranch stormwater model to Pasco County so that the County may incorporate such updates into its Trout Creek Stormwater Management Master Plans (SWMMP) as appropriate.

e. Wellfield Protection.

(1) The Developer shall comply with the Wellhead Protection Ordinance (Section 612 of the Land Development Code as amended)

(2) Appropriate subsurface investigations shall be performed prior to construction of stormwater and/or floodplain compensation ponds to determine proper development scenarios to protect against potential sinkhole damage.

(3) Should any noticeable soil slumping or sinkhole formation become evident, the 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.

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

(5) Test or foundation holes as defined in Rule 40D-3.021(8), FAC shall be drilled by an appropriately bonded, licensed test or foundation hole contractor.

(6) All existing wells which have no planned future use or attempted wells or test foundation holes shall be cement plugged by a licensed water well contractor [under SWFWMD Well Abandonment Permit(s)], or by test foundation hole contractor in accordance with Rule 40D-3.041(1), FAC.

f. Wetlands.

(1) Onsite category I, II and III wetlands classified in accordance with Policy CON 1.3.1 are generally identified on Exhibit K. At the time of preliminary plan/preliminary site plan approval for any development area, the County may decide to authorize impacts to Category I wetlands, but only in accordance with the DRI Master Roadway Plan and/or the provisions of the Objective CON 1.3 and implementing Policies, as applicable. Impacts to Category I wetlands and wetland buffering are recognized as having been approved/authorized in accordance with:

(a) Those roadway crossings identified on the Master Roadway Plan;

(b) Existing agency (SWFWMD, ACOE, FDOT or County) approvals for onsite roadways, residential, commercial or multi-use projects prior to DO issuance.

(2) Wetland protection shall be in accordance with Objective CON 1.3 and implementing Policies as well as all applicable County, State, and Federal laws, permits, rules, and regulations.

(3) Preliminary plans, preliminary site plans and construction plans for each parcel in the project shall include specific limits of wetlands pursuant to wetland delineation surveys conducted in coordination with SWFWMD and other regulatory agencies as may be applicable.

(4) Existing wetland hydroperiods, normal pool elevations, and seasonal high-water elevations shall be maintained in substantial conformance with permit requirements by appropriate jurisdictional entities.

(5) Buffering around all post development wetland areas shall comply with Policy CON 1.3.13 and implementing land development regulations. All mitigation areas and littoral shelves shall be monitored in accordance with the requirements of the appropriate permitting agency. Allowable uses within buffer areas shall include the following:

(a) In cases where a lot line abuts the 25 foot buffer, and supplemental buffer plantings are proposed/required, such plantings shall consist of native, non-invasive vegetation.

(b) Dredging or filling shall be allowed in the 25 foot buffer to accommodate drainage swales, outfall structures, grade transitioning, floodplain compensation areas, wetland mitigation areas or stormwater features, as permitted/approved by permitting agencies to the extent not inconsistent with implementing land development regulations that may be adopted.

(c) At-grade interpretive walking trails or elevated pedestrian boardwalks, as approved by the permitting agencies.

(d) All other uses shall be those uses as allowed and permitted by SWFWMD or in accordance with the Land Development Code as amended, whichever is more restrictive.

(6) The Developer has developed a coordinated wetlands mitigation plan consistent with Policy CON 1.3.8 which requires mitigation of impacts to Category I wetlands through preservation, enhancement, and/or restoration of uplands and wetlands. For the Wiregrass Ranch DRI, the identified onsite Conservation Corridor as identified in Exhibit L to this DO is inclusive of an identified regionally significant resource and is adjacent to onsite named tributaries. Therefore, wetland mitigation, in the form of onsite wetland creation and/or preservation, enhancement or restoration of onsite wetlands and/or uplands within or immediately adjacent to the Conservation Corridor shall be considered as appropriate mitigation pursuant to Policy 1.3.8 for approved impacts to Category I wetlands and shall be approved as consistent with the coordinated wetlands mitigation plan. Consistency with this plan shall be demonstrated to the Pasco County Planning & Growth Management Department and County Biologist at the time of the preliminary plan/preliminary site plan submittal for the affected area and shall be approved by the County Biologist.

(7) The Developer shall implement a management plan for Wetland H25, as contemplated by the TBRPC Final Report (Exhibit B). This management plan is included as part of the Environmental Management Plan (EMP) for the Project. This condition has been fully satisfied in the approved EMP.

(8) The Developer shall only use wetlands for water quality improvement with adequate environmental and design controls consistent with Policy CON 1.6.3 and as authorized by the SWFWMD.

g. <u>Flood Plains/Disaster Preparedness.</u>

(1) Development within the 100-year floodplain shall comply with section 701 of the Land Development Code. Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation plus one foot. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Elevations for roadways providing access to residential areas shall comply with the Pasco County Comprehensive Plan and Land Development Code.

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

(3) Compensation for the loss of 100-year flood storage capacity shall be provided, as approved by the appropriate permitting agencies.

h. Vegetation and Wildlife.

(1) The Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan, Rule 9J-2.041, FAC, and all applicable agency regulations regarding the protection of listed wildlife and plant species found on-site.

(2) The Developer shall conduct breeding season surveys for documented on site listed species, including Florida Sandhill Cranes, Sherman's Fox Squirrel, Wood Storks and Wading birds, within and adjacent to any parcel which contains suitable habitat (as defined through ADA surveys) and is planned for development immediately preceding or coinciding with the breeding season of these listed species. The results of the surveys shall be submitted to Pasco County Planning & Growth Management Department, Pasco County Biologist and the Florida Fish and Wildlife Conservation Commission (FFWCC) for review and approval of conditions to protect listed species and their habitat consistent with statutory and rule requirements, including Section 68A-27, F.A.C. , Rule 9J-2, F.A.C., and Policy CON 1.1.2. Such conditions if appropriate shall be incorporated into the DO at the next time the DO is amended.

(3) In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes not detected during the ADA preparation or the surveys required in Condition 5.h(2) above are discovered on-site during project development, the a Developer shall immediately notify Pasco County Planning & Growth Management Department, Pasco County Biologist, the FFWCC and/or the USFWS for review and approval of conditions to protect such species and their habitat consistent with statutory and rule requirements, including Section 68A-27, F.A.C., Rule 9J-2, F.A.C., and Policy CON 1.1.2. Such conditions shall be incorporated into the DO at the next time the DO is amended.

(4) The project site excluding the Conservation Corridor may continue to be used for agricultural activities during development, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

(5) Conservation Corridor.

(a) The Developer shall provide a Conservation Corridor to include the regionally significant resource to be substantially consistent with that originally depicted on Exhibit 14-5 of the ADA (the "Conservation Corridor").

(b) The uses within the Conservation Corridor as identified on Exhibit L to this DO shall be limited to recreational and conservation education land uses, including picnic shelters and a pedestrian trail system for recreational uses, e.g., walking/jogging, cycling, and rollerblading, parking areas to access the area, observation points strategically located for wildlife viewing, interpretive signs describing native flora and fauna, and wetland mitigation, floodplain mitigation and stormwater facilities. The trails will be constructed of asphalt, concrete, wood, or other suitable material. Conservation Corridors shall be maintained for recreational purposes in perpetuity by the CDD(s), or similar entity as may be approved by Pasco County, to allow continued pedestrian access.

(c) Management and maintenance of the Conservation Corridor consistent with the Environmental Management Plan shall be the responsibility of the CDD or another entity acceptable to Pasco County and the Conservation Corridor shall be owned by the CDD or another entity acceptable to Pasco County. However, Pasco County retains the authority to assume maintenance responsibility for the Conservation Corridor. The Conservation Corridor shall be depicted as an overlay on all preliminary plan/preliminary site plan and construction plans where appropriate and any amended MPUD master plans. The Conservation Corridor shall be designated on the plat(s) as conservation area(s).

(d) Planned roadway crossings and transit alignments within the Conservation Corridor shall be consistent with crossing locations depicted on the Master Roadway

Plan and all roadway and preliminary/construction plan under review or approved prior to DO adoption.

(e) The EMP includes the design of the Conservation Corridor wildlife undercrossings. Wildlife undercrossings will be required where shown on the Master Roadway Plan and as indicated in the Project. All wildlife undercrossings will be designed to facilitate the movements of targeted species. The conceptual design for each crossing will be included in the EMP. The final design for each crossing shall be included with each respective preliminary plan/preliminary site plan. Wildlife crossings shall meet the following criteria or best available design at the time of approval by Pasco County:

i. Undercrossings shall be above seasonal high water;

ii. All undercrossings shall incorporate vegetation extending from the Wildlife undercrossing to an adjacent natural system that is designed to guide target wildlife species from the natural system thru the Wildlife undercrossing and to the adjacent natural system and provide cover for the safe hiding of small wildlife (such as rabbits, rodents, and amphibians);

iii. All undercrossings shall incorporate berms and/or fencing outward of the funnel edges near the road to discourage wildlife from crossing the roadway outside a designated crossing.

iv. Conspan designs are not acceptable for small mammal under crossings.

(f) The Developer shall also comply with Section 6 of this DO for the Conservation Corridor.

(6) Environmental Management Plan (EMP).

(a) The Developer has submitted an Environmental Management Plan for review and approval by Pasco County Planning & Growth Management Department, Pasco County Biologist, and the FFWCC. The EMP has been approved by Pasco County Planning & Growth Management Department and the Pasco County Biologist and is incorporated by reference

into the DO as Exhibit P. Implementation of the EMP shall be the responsibility of the CDD or another entity acceptable to Pasco County.

(b) The EMP is consistent with the commitments made in the review of the ADA and sufficiency responses and all items included in the Developer's Commitments section of the TBRPC Final Report concerning protection of listed and other wildlife species and their habitats and protected wetlands.

(c) The EMP includes but is not be limited to the following:

i. Protection of Category I wetlands, including Wetland H25; listed species and their habitat and Category II and III wetlands unless otherwise approved by Pasco County, SWFWMD or U.S. Army Corps of Engineers (ACOE).

ii. Special design measures to minimize secondary impacts to Category I wetlands containing listed plant species such as Blue Butterwort, Yellow Butterwort and the Pitcher Plant (Pinguicula caerulea, Pinguicula lutea, and Sarracenia minor, respectively).

iii. Management for specific listed species including but not limited to Wood Stork, Florida Sandhill Crane, Wading birds, Gopher Tortoise, Eastern Indigo snake, Sherman's Fox Squirrel and other listed species documented on-site.

iv. Provides for the regular monitoring of target wildlife populations.

v. Includes specific limits of wetlands pursuant to wetland delineation surveys to be conducted in coordination with SWFWMD, the ACOE and other regulatory agencies as may be appropriate.

vi. The EMP provides for assignment of responsibility for implementation of the EMP to a responsible entity, such as the CDD(s), or similar entity as may be approved by Pasco County.

vii. The EMP includes how nuisance and exotic species will be controlled in both the Conservation Corridor and within other proposed preservation/natural areas.

viii. Conservation Corridor.

1. The EMP ensures the preservation of existing on-site native and non-invasive vegetation and plant communities within the Conservation Corridor subject to Section 5.b.

2. The EMP ensures that the Conservation Corridors remain free of structures inhibiting animal migration such as fences and buildings, unless said structure is directly related to animal movement through the corridors or roadway undercrossing systems specifically designed for use by wildlife or approved boardwalks, pedestrian trails, recreational trails, parking areas to access the area, observation points strategically located for wildlife viewing, interpretive signs describing native flora and fauna, and drainage mitigation features. All plats containing lots adjacent to conservation Corridors and the community's deed restrictions shall include specific language to ensure compliance with this condition and shall be detailed in the EMP.

3. Specific scheduling for all activities that are necessary for the management of the Conservation Corridor are included in the EMP. At a minimum, the management of the Conservation Corridor shall include maintenance, monitoring, and other activities necessary to maintain these areas in perpetuity.

4. The EMP includes the design of all wildlife crossings. Wildlife undercrossings will be required in accordance with approved Master Roadway Plan. All crossings will be designed to facilitate the movement of targeted species. The conceptual design for each crossing will be included in the EMP. The final design for each crossing shall be included with each respective preliminary plan/preliminary site plan. Wildlife crossings shall meet the following criteria at the time of approval by Pasco County:

a. Undercrossings design shall be in conformance with Pasco County standard specifications;

b. Undercrossings shall be above seasonal high water;

c. Undercrossings shall incorporate vegetation where appropriate extending from the Wildlife undercrossing to an adjacent natural system that is designed to guide target wildlife species from the natural system through the Wildlife undercrossing and to the adjacent natural system and provide cover for the safe hiding of small wildlife (such as rabbits, rodents, and amphibians);

d. Undercrossings shall incorporate berms and/or fencing outward of the tunnel edges near the road to discourage wildlife from crossing the roadway outside a designated crossing. The addition of berms or fencing shall not be required where additional wetland impact and mitigation would result.

e. Where undercrossings are not specified (Exhibit L) but protective measures are determined to be necessary to promote continuity of the Conservation Corridor, wildlife crossing signage shall be provided as recommended by the County on a case-by-case basis.

ix. The EMP shall incorporate the Audubon Signature Silver Program for the golf course to ensure that maximum habitat will be maintained while minimizing use of pesticides.

x. The EMP shall provide for assignment of responsibility for implementation of the EMP to a responsible entity, such as the CDD(s), or similar entity as may be approved by Pasco County.

xi. The EMP shall encourage conservation education for the residents and other users of the development. Details, methods, and examples of educational materials to be provided to residents and users of Wiregrass Ranch DRI shall be included and described in the EMP.

xii. A biennial progress report and an update to the EMP shall be submitted to Pasco County Planning & Growth Management Department, Pasco County Biologist, and FFWCC and shall be included in the biennial report.

(d) Strategy to address nuisance and exotic invasive plant species including removal from the project site during site development and maintenance to ensure such species do not reoccur in accordance with the EMP. Implementation of this strategy shall be the responsibility of entities such as the Home Owners Association (HOA); the CDD(s), or similar entity as may be approved by Pasco County.

(e) Within the building sites, development shall preserve existing onsite native and non-invasive vegetation and plant communities to the greatest extent practicable on a site-by-site basis.

i. Air Quality.

(1) Best Management Practices (BMP), as identified in the Application, shall be employed during site preparation and construction to minimize air quality impacts.

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

j. Land.

(1) BMP, including those identified in the Application, to reduce soil erosion and fugitive dust shall be implemented and employed during site preparation and construction to prevent wind and water-borne erosion.

(2) Within 60 days after completion of S.R. 56 construction from SR 581 to Meadow Pointe Blvd., the Developer shall provide the Pasco County Engineering Services Department, Survey Division, with one (1) pair of Global Positioning Satellite (GPS) control points with twenty-four (24) hour access. The foregoing sentence has been fully satisfied. Within 60 days after completion of Wiregrass Ranch Boulevard construction from SR 56 to SR 54, the Developer

shall provide the Pasco County Engineering Services Department, Survey Division, with one (1) pair of Global Positioning Satellite (GPS) control points with twenty-four (24) hour access. The Developer and the County Surveyor shall mutually determine the location. The 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.

k. Utilities.

(1) Water Supply and Wastewater Treatment.

(a) Pasco County has determined that the Wiregrass Ranch DRI is within the County service area and that the County intends to serve the Wiregrass Ranch DRI.

(b) Pasco County has determined that capacity exists subject to the County receiving all the necessary permits and approvals to implement and construct the planned system improvements and plan expansions needed to serve the development, 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 Developer shall construct all water and wastewater facilities within the development to Pasco County standards in effect when construction drawings are approved by the Pasco County Utilities Services Branch (PCUSB).

(c) The Developer has provided, and the PCUSB has approved a Utility Service Plan for Water, Wastewater, and Reclaimed Water (USP), as may be amended from time to time. The Master Developer has also provided the PCUSB with a Utilities Services Agreement/First Amendment to Water Supply, Wastewater Treatment Service, and Reclaimed Water Supply Agreement (USA) to be approved by the PCUSB and the Board of County Commissioners .

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

(e) 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. Water conservation educational materials shall be distributed to all homeowners, other landowners, and businesses.

(f) The project shall utilize the lowest quality water reasonably available, suitable, and appropriate for a particular use.

(g) The use and potential use of reclaimed water shall be maximized where available and practicable as determined by the PCUSB.

(h) Separate lines for irrigation shall be installed in the development during construction unless otherwise established in the Utility Services Agreement with the County. Reuse connections shall also be metered when they occur.

(i) Local water resources are very limited and to the maximum extent practical, the Developer shall minimize water demand. Water saving fixtures shall be required in the project as mandated by the Florida Water Conservation Act (Section 553.14, F.S). The Developer shall comply with Section 603, Land Development Code. The Developer shall encourage 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 used.

iii. Water meters on all irrigation systems

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

(k) 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.

(l) No septic tanks shall be installed on the Wiregrass Ranch DRI site. For the temporary disposal of sewage or wastewater from temporary construction trailers during the interim period before central sewer is installed, the Developer shall comply with the applicable Florida Department of Health and DEP regulations. These temporary measures shall be abandoned when central sewer becomes available.

(2) Water Rights and Water Use Permits. In consideration of Pasco County's agreement to provide potable water service to Wiregrass Ranch DRI, the Developer and its successors and assigns agree to the following:

(a) In the event of production failure or shortfall by TBW, as set forth in Section 3.1 9 of the Interlocal Agreement creating TBW, the Developer, regardless of the permitted use, shall grant Pasco County access to, and shall cooperate with the County in the allocation of water generated within the project pursuant to any and all Water Use Permits or water use rights the Developer may have to use or consume surface or ground water within Pasco County.

(b) Prior to the Developer releasing, transferring, or selling any water or Water Use Permits or water use rights, the Developer shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water or Water Use Permits or water use rights.

(3) Solid/Hazardous/Biohazardous Waste and Recycling.

(a) 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 and operation of the project shall not cause the LOS for solid-waste collection/disposal to fall below the acceptable LOS established in the

Comprehensive Plan. Documentation of adequate disposal capacity, including assurance of adequate hazardous/biohazardous waste and material disposal to service the project, shall be obtained from Pasco County or other appropriate entities.

(c) With the exception of the hospital, it is not anticipated that hazardous or toxic waste will be generated by the project. The 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 was submitted prior to December 31, 2008, and shall be approved by PCUSB to maximize solid-waste recycling for all types of development within the Wiregrass Ranch DRI. A monitoring report updating the implementation and progress of such recycling plan shall be submitted to the PCUSB by the Developer, HOA, CDD, or other entity approved by the PCUSB and shall also be included in the biennial report.

(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.

I. Energy.

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

(2) All Wiregrass Ranch DRI tenants, businesses, and residents in the project shall be encouraged to:

(a) Use energy alternatives, such as solar energy. waste-heat recovery, and cogeneration.

(b) Use landscaping, building orientation, and building construction and design to reduce heat gain.

(c) Institute programs to promote energy conservation by employees, buyers, suppliers, and the public.

(d) Institute recycling programs.

(e) Reduce levels of operation of all air conditioning, heating, and lighting levels during nonbusiness hours.

m. Transportation.

Transportation system improvements required to mitigate the impact of this proposed development have been identified by the County. These transportation system improvements are set forth in Exhibit I (Transportation Mitigation Table) attached hereto.

(1) Proportionate Share and Mitigation Alternatives.

In recognition of either the County's Urban Service Area/Transportation Concurrency Exception Area or the County's later rescission of transportation concurrency, Pasco County no longer requires proportionate share mitigation or analysis, and has determined that the transportation mitigation measures set forth in Exhibit I and the DA satisfy alternate transportation mitigation requirements of Rule 73C-40.045, F.A.C., and Pasco County's alternate transportation mitigation system. For purposes of demonstrating statutory compliance for other reviewing agencies, the Proportionate Share reflects a change in the transportation proportionate share calculation and mitigation plan for the Wiregrass Ranch DRI as a result of recalculation of the proportionate share contribution for the Wiregrass Ranch DRI meeting the requirements of Sections 380.06(e)6 and 163.3180(5)(h), Florida Statutes. The Developer's proportionate share mitigation dollar amount for Wiregrass Ranch DRI is Forty-Nine Million, Three Hundred and Four Thousand, Four Hundred and Fifty-Eight and 00/100 Dollars ($49,304,458.00) in June 2012 Dollars (the "Proportionate Share") as provided in Exhibit H. This Proportionate Share is less than the cost of the transportation mitigation measures set forth in Exhibit I and the DA. Therefore, the Developer will fully mitigate the transportation impacts related to the Project through the mitigative measures as set forth in Exhibit I and the DA. To the extent that the proportionate share remains a requirement of the Wiregrass Ranch

DRI, and to the extent that the costs of the transportation mitigation measures set forth in Exhibit I and the DA continue to exceed the proportionate share, the Master Developer may add to this DRI new entitlements without additional DRI transportation mitigation to the extent that the costs of the transportation mitigation measures set forth in Exhibit I and the DA exceed the proportionate share. The Developer's compliance with this DO and the DA shall satisfy the Developer's transportation mitigation requirements through the Effective Period, as may be extended by the County or pursuant to applicable laws.

(2) Development Agreement. The County and Developer have entered into a development agreement (DA) effective April 16, 2013, as may be amended from time to time. Such DA sets forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the remaining Pipeline Projects in Exhibit I. The DA was prepared consistent with Exhibits H and I. In addition, the DA contains: (a) the agreed schedule for the remaining Pipeline Projects to ensure such Pipeline Projects are expeditiously constructed; (b) a requirement that if the Developer should fail to adhere to the schedule in the DA, then certain development approvals shall not be issued until the Pipeline Projects obligations have been recommenced to the satisfaction of Pasco County; (c) provisions for assistance from Pasco County in the acquisition of right-of-way, for the remaining Pipeline Projects as needed; (d) requirements for financial performance guarantees to be provided by the Developer to ensure that the remaining Pipeline Projects will be completed in accordance with the applicable schedule; (e) provisions addressing the required payment of mobility fees, or mobility fee credits, and any required cash mitigation payments; (f) insurance and indemnification requirements; and (g) other provisions as deemed appropriate by Pasco County. Changes to the DA which materially affect the requirements in Exhibit I, or which remove any condition required by Rule 73C-40.045, FAC, shall be amended in the DO through the NOPC process pursuant to Chapter 380, Florida Statutes. All other amendments to the DA shall not require an NOPC or DO amendment.

(3) Site Access/Intersection Improvements. All access and intersection improvements, number of access points, spacing, and geometry of access points shown on page 1 of 2 of Exhibit J (Site Access/Intersection Improvements) attached hereto are conceptual and may be revised or modified subject to compliance with the provisions of Pasco County's and the FDOT's access-management regulations. Each parcel developer shall be responsible for construction of the applicable access improvements shown on Exhibit J unless otherwise approved by the County prior to or concurrent with construction of infrastructure improvements to serve the portions of the project necessitating such improvements as determined by the County at the time of preliminary plan/preliminary site plan approval and/or at the time of issuance of access permits for the project, except where the DA provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the County may also require further site access/site-related intersection improvements and site access/site-related improvements in accordance with the DA. Except where specifically allowed pursuant to the DA or this DO or another County development approval or permit, these improvements are not creditable against the Proportionate Share or against the mobility fee requirements of the development.

(4) Trip Generation Monitoring.

(a) Eighteen (18) months following construction plan approval for vertical construction of fifty (50) percent of the 11,381 p.m. peak-hour project trip generation (pursuant to Phase 1 as of September 7, 2010), or prior to construction plan approval for vertical construction of sixty-five (65) percent of the 11,381 p.m. peak-hour project trip generation (pursuant to Phase 1 as of September 7, 2010), or March 1, 2021, whichever occurs first, 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 build-out. 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.

(b) 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 the perimeter boundary of Wiregrass Ranch DRI. 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 net external trips, diverted trips, pass-by trips, and diverted pass-by trips. In the original analysis for Phase I (originally referred to as Phases I, II, and III (cumulative)), the total pm peak-hour project trips at the project entrance driveways was estimated to be 19,818 (10,077 inbound and 9,741 outbound), which included 3,428 internal capture and 786 pass-by trips.

(c) The results of each monitoring event shall be submitted to Pasco County, TBRPC, and FDOT, and shall include any MUTRM trip reporting required by the DA.

(5) Public Transit.

The Developer shall comply with applicable County and Pasco County Public Transportation Department (PCPT) requirements to accommodate mass transit service to and within the project. In addition, the County and Developer shall enter into an agreement which shall be approved by the Board of County Commissioners prior to any preliminary plan/preliminary site plan approval within Parcel M7. The agreement shall set forth the terms and conditions governing the dedication and construction of public transit easements and amenities within the project including but not limited to: (a) ingress and egress route(s) for buses; (b) bus stop amenities to service the project, such as benches, bicycle racks, shelters, lighting, pedestrian walkways, and landscaping; (c) locations for bus stop pads along both sides (within the right of way) of all major roadways and frontage roadways at appropriate intervals as shown on the Wiregrass Ranch Master Roadway Plan (MRP) and along such roadways at major activity locations, such as high school, town center, employment center, and major commercial development areas, unless otherwise approved by PCPT, the DRC, or the Board of County Commissioners. For purposes of this requirement major roadways shall include those roadways shown on the MRP that have not received construction plan approval or 100 percent

design approval as of the adoption date of this DO. Major roadways and frontage roadways (as defined above) shall be designed and constructed to accommodate bus stop amenities without retrofit to existing roadway cross section improvements (i.e., sidewalk, landscaping, drainage, etc.) at the time when installation of bus stop amenities is required by PCPT. The Developer shall incur the cost for purchase, installation and maintenance of all shelters and accompanying concrete pads as required by the PCPT, DRC or the Board of County Commissioners. Transit amenities within the Traditional Neighborhood Development Town Center shall be reviewed for conformance with the LDC at the time of preliminary plan/preliminary site plan review and approval for Parcel M7. Preliminary and construction plan submittals/approvals for Parcel M7, and for all major roadways and frontage roadways (as defined above) shall satisfy the foregoing requirements. The Developer will be eligible for credits for any land areas dedicated for transit in accordance with the County's mobility fee regulations and the Development Agreement. The Developer and/or their successors agree to maintain the transit accommodations facilities on privately maintained roadways and property in good working condition as determined by PCPT. The Developer and their successors shall not refuse PCPT or any other transit authority, or any of their users/patrons, reasonable access to such facilities.

(6) Transportation Demand Management (TDM Program).

In the first year following the completion of development in Phase 1, the Developer shall initiate a TDM Program to seek to divert vehicle trips from the p.m. peak-hour. The TDM Program shall include a biennial assessment of the actual achievement of trips diverted from the p.m. peak-hour as a result of the program using a methodology approved by Pasco County. Results of the TDM Program shall be included in each biennial report. If the County approved methodology is utilized, the Developer shall be entitled to a credit for any documented trips diverted from the p.m. peak-hour as a result of the TDM program in any future traffic analysis or monitoring requirement for the DRI.

(7) Master Roadway Plan (MRP).

The Developer has obtained approval of a MRP which includes, subject to any approved variances or alternative standards, right-of-way widths (including right-of-way widths

consistent with the Comprehensive Plan Corridor Preservation Table), roadway cross sections, number of lanes, intersection geometry, construction phasing, design speed, internal access points, bus stop pads, and alignment for all major County collector and arterial roadways within or adjacent to the DRI and not required by the Wiregrass Transportation Mitigation Table and Development Agreement. The MRP has demonstrated compliance with the County's collector and arterial design and spacing standards of the LDC, subject to any approved variances or alternative standards.

n. Educational Facilities.

(1) The Developer shall comply with the terms of the School Impact Fee Ordinance No. 01-06, adopted February 27, 2001, as amended.

(2) The development of the Wiregrass Ranch DRI will generate the need for educational facilities. The Applicant/Owner and the Pasco County School Board (School Board) have determined that there will be a need for one (1) high school site, one (1) middle school site, and up to four (4) elementary school sites. On March 2, 2004, the Applicant/Owner and the School Board entered into an Agreement intended to identify and address the school site needs described herein. This Agreement, as currently constituted and as it may be amended, is an enforceable obligation of the Developer. The Agreement provides for the conveyance of the school sites described herein and directs the Developer to provide road access and utility facilities to each school site. The Agreement with the School Board is hereby incorporated by reference into and made part of this DO as Exhibit N. The on and off-site infrastructure needed for the school sites in the Project shall be the responsibility of the Developer and/or School Board pursuant to the foregoing Agreement, or the responsibility of the School Board to the extent such infrastructure needs are not addressed in the foregoing Agreement. Pasco County shall not have any responsibility for the on and off-site infrastructure needed for the school sites in the Project pursuant to any existing interlocal agreements between the School Board and Pasco County, except to the extent Pasco County has specifically agreed to be responsible for the Project infrastructure as a whole in this DO or is otherwise required to provide

such infrastructure pursuant to state law. The Developer is not entitled to school impact fee credits for the parcels purchased by the School Board.

(3) As of the date of this DO Amendment, the School Board has purchased one (1) high school, one (1) middle school, and one (1) elementary school, and educational facilities have already been constructed on the high school and middle school parcels. The Developer and School Board have identified parcels for three (3) elementary schools. The parcels are shown as V1, V2, and V3 on Map H. Parcel V1 is owned by the School Board. The location of the fourth elementary school parcel has not been determined as of the date of adoption of this DO. The Developer and School Board anticipate that this parcel will be selected at a later date, pursuant to the Agreement, if the School Board determines such site is necessary. The Developer and the School Board have agreed that each parcel will be provided road access and utility service to the parcel boundary by the Developer. Based upon the foregoing, it is a condition of this DO that Pasco County shall not, without prior written agreement of the School Board, approve amendments to this DO or Map H which would cause or require the relocation or realignment of the road network depicted on Map H so as to either: (i) restrict or eliminate the required public road access to the school parcels selected by the School Board, or (ii) create an unsafe condition for the school sites which contravenes acceptable access management standards. This provision applies to public access serving the fourth elementary school once the location of said parcel is determined by the Developer and the School Board.

o. Recreation and Open Space.

Compliance with the following shall be deemed to satisfy the Recreation and Open Space requirements for the Project: (a) The Wiregrass Conceptual Master Parks Plan approved by the DRC on May 26, 2011, as amended, (b) the Agreement for Charitable Contribution, Sports Park Donation Property, between Wiregrass Ranch, Inc., Flycatcher Enterprises, LLC, and the County, dated November 7, 2012, as amended (the "Park Donation Agreement"), (c) the Wiregrass Ranch Neighborhood Parks Variance Conditions of Approval, approved by the DRC and dated May

26, 2011, as amended, and (d) payment of applicable parks and recreation impact fees, or use of approved credits in lieu of such payment, to the extent such credits are permitted by the Park Donation Agreement.

p. Fire/Police/Libraries/General Government Services.

(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 Developer shall pay applicable impact fees for libraries, fire/emergency medical services (EMS), law enforcement and general government services buildings, subject to impact fee credits as provided for herein and applicable impact fee ordinances.

(2) The Developer shall convey to the County without compensation other than impact fee credit, three (3) sites for (i) a general government service center, (ii) fire/EMS facility, and (iii) sheriff substation in one or more of the following parcels (unless the Developer and County otherwise agree in writing): M7, M15, M4B or M6 of Map H. The specific location of each site shall be identified and agreed to by Pasco County and the Developer no later than the approval of the master plan for the Town Center in Parcel M7 by Pasco County. In addition, if Pasco County has not agreed to the specific location for each site prior to preliminary plan/preliminary site plan submittals for Parcels M15, M4B, and M6, the Developer shall consult with the County Administrator, or his designee, regarding the location of the foregoing sites, and provide written evidence of the results of such consultation with the preliminary plan/preliminary site plan submittals for Parcels M15, M4B, and M6. If Pasco County has agreed to locate any of the foregoing sites within any of the foregoing parcels, the preliminary plan/preliminary site plan submittal for such parcel shall depict the location, size and required infrastructure for such site. The fire/EMS site will be a maximum of 2 upland developable acres, and the sheriff substation will be a maximum of 1 upland developable acre (the County may agree to less acreage depending on the exact location and developer accommodation of parking, drainage/floodplain mitigation, etc.). The government services center site must be large enough to accommodate a 25,000 square foot building footprint for a 3-story building (total of 75,000

square feet) including sufficient parking, drainage/floodplain mitigation areas, etc., to accommodate such a building. Part of the government services center building may include a library. Subject to Pasco County and Sherriff's Office approval, the fire/EMS site and sheriff substation site may be combined into one site. Within 90 days of written request by Pasco County, each site, as applicable, shall be conveyed to the County and the Developer shall provide the County a legal description, sketch, and all other conveyance documents as required by the County for such site. The conveyances shall be deed-restricted to the foregoing governmental purposes. The Developer shall provide all off-site infrastructure, including but not limited to, access roads, intersection improvements, and utilities (including but not limited to water, sewer, electric, cable and telephone) to the proposed entrance to each site, and all such connections shall be brought to the physical boundaries of such site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to approval of the first record plat or construction plan approval of fifty percent (50%) of the specifically approved residential entitlements in the DRI or as necessary to serve adjacent development or development within the Town Center. Except as set forth in this paragraph, the Developer shall not have any transportation mitigation requirements or obligations for such sites. If sufficient office entitlements are added pursuant to Section 4.a(4), the Developer shall allocate 75,000 square feet of office entitlements for the government services center building, and Pasco County shall be responsible for any and all transportation proportionate share and transportation mitigation improvements, impact fees or mobility fees, and other mitigation and/or contribution of funds, land or facilities reasonably attributable to such entitlements; provided, however, the County reserves the right to exempt such entitlements from any such requirements that are imposed or enforced solely by the County, except for access management, stormwater and utility requirements for which waiver could adversely affect any other development within the DRI.

(3) In addition, the Developer shall mitigate any isolated wetlands located within each site's boundaries, if required to accommodate the improvements, prior to approval of the first record plat or construction plan approval of fifty percent (50%) of the specifically approved

residential entitlements in the DRI or as necessary to serve adjacent development or development within the Town Center. To the extent necessary, Pasco County shall provide all necessary consents, easements, approvals, or other permit applications requested by Developer that are necessary for Developer to provide such roads, utilities, and mitigation. All conveyances shall be in a form acceptable to the County, free and clear of all liens, exempt from assessments and architectural/design requirements and/or design approval of all special districts, and exempt from all covenants and deed restrictions, except the specified public use.

(4) If a roadway conveyance adjacent to any of the foregoing site conveyances creates a strip of land between the proposed access road(s) and such site, the Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to Pasco County, to ensure road access to the site.

(5) Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required acreages for the foregoing conveyances, unless such areas are usable in accordance with Section 5(f)(5) of this DO.

(6) The Developer shall receive impact fee credit against the land portion of each applicable existing impact fee ordinance for the foregoing conveyances in the amount of 115% of the County Property Appraiser's land value at the time of conveyance. Impact fee credits for all applicable impact fee ordinances shall not begin to accrue until such conveyance is complete. Credits for sites containing more than one public facility (i.e. fire/EMS and law enforcement) shall be prorated based on the percentage of the site occupied by each creditable public facility determined by the County Administrator or his designee.

(7) Wiregrass Ranch 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

(8) The 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 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. The Developer shall comply as applicable with the Pasco County Hurricane Mitigation for New Development in the Hurricane Vulnerability Zone (HVZ) and For New Mobile Homes Ordinance, No. 04-42, adopted September 21, 2004.

r. Affordable Housing.

(1) With respect to the various buildings actually constructed within Phases 1 through 4 of Wiregrass Ranch DRI, the following cash mitigation payments shall be required to voluntarily address the affordable housing needs of the County:

$100 per single family residential unit

$80 per multi-family residential unit

$0.35 per gross square foot of retail space

$0.25 per gross square foot of office space

No cash mitigation shall be required for affordable housing units provided in accordance with subsection r.(4) or r.(8).

(2) The cash mitigation payments shall be made prior to issuance of the certificate of occupancy as to each residential unit, and at the time of issuance of the final building permit for the tenant/occupant's interior build-out improvements as to all retail and office space.

(3) The cash mitigation payments shall be placed into a designated County special revenue fund for "Wiregrass Ranch DRI Affordable Housing Mitigation Fund" for a period of not less than three (3) years after final approval of this Development Order, pending the potential approval of one (1) or more "on-site" affordable housing programs as set forth below. At the end of said three (3) year period, Pasco County may utilize the then-existing special revenue fund and any

future cash mitigation payments, in its discretion within its affordable housing program(s), if no such "on-site" program has been proposed and approved for the Project.

(4) In lieu of the cash mitigation payments required above, either in whole or in part, Wiregrass Ranch DRI may propose for TBRPC and Pasco County approval, one (1) or more "on-site" affordable housing programs to satisfy such obligation by one (1) or more of the following types of programs; provision of affordable rental or for-sale housing; provision of land for other affordable housing programs: provision of affordable rental or purchase subsidy assistance; provision of down payment, closing cost or other acquisition cost assistance; provision of financial assistance; or other affordable housing assistance deemed appropriate and suitable, in whole or in part, by TBRPC and Pasco County. If one or more such "on-site" programs are approved, then the funds in the mitigation special revenue fund above, shall be utilized for such program(s).

(5) This Section r. shall not apply to any building structure within Wiregrass DRI that has been issued a final certificate of occupancy (CO) as of the date of approval of this Development Order.

(6) The terms "affordable" or "affordable price" for purposes of subsection r. (4) above, shall mean a price that is affordable to a family with a median income that does not exceed one hundred twenty (120) percent of the median income for the Tampa-St. Petersburg-Clearwater Standard Metropolitan Statistical Area (SMSA). For a housing unit to qualify as "affordable," the housing unit, or the larger development that includes the housing unit, must be designated as affordable by Pasco County's Community Development Manager consistent with the foregoing definition and applicable federal, state and local income and expense criteria for affordable housing, and the housing unit must be sold to a family that satisfies the foregoing income criteria, as determined by the County Community Development Manager.

(7) Pasco County will proceed diligently and in good faith with development of an ordinance to adopt mandatory affordable housing requirements throughout its jurisdiction, including DRI level and sub-DRI level development projects, and to apply substantially consistent

requirements as set forth herein for Wiregrass DRI to all other pending or future DRI projects within Pasco County, Florida, on a non-discriminatory basis. If the County adopts affordable housing requirements and the required contributions are higher than the contributions required in the development order, development within the Wiregrass DRI that (i) has not already paid the contribution amounts set forth in subsection r.(2) above, or (ii) has not been mitigated for pursuant to subsection r.(4) above or r.(8) below, or (iii) is not otherwise exempt pursuant to the County affordable housing ordinance, shall thereafter pay the higher ordinance amount instead of the cash mitigation requirements in subsection r.(1).

(8) Without limiting programs which may be approved pursuant to subsection r.(4) above, the developer may satisfy such obligations, and receive credits against the required payments as follows:

(a) Assumable Equity Mortgage for Affordable Units Provided On-Site.

i. Any entity within the Wiregrass Ranch DRI that sells a housing unit at an affordable price with an assumable equity mortgage satisfying the requirements of this subsection shall be entitled to a credit against the required cash mitigation requirement at the time the assumable equity mortgage is assigned to, and accepted by, Pasco County. An assumable equity mortgage is a mortgage equivalent to the difference in value between the affordable price for the housing unit and the appraised market price for the housing unit at the time it is sold, and provided to the seller of the housing unit in consideration for the seller agreeing to sell the housing unit at a reduced affordable price, which is sometimes referred to as an equity mortgage. To qualify for a credit against the required affordable housing cash payment, the assumable equity mortgage must: (a) be a recorded assignable and assumable first or second mortgage on the property, (b) require repayment at closing in the event the housing unit is resold at a price that is not affordable, (c) have a value that is no less the value of the credit for one housing unit, as calculated pursuant to the formula set forth below and (d) is sold to a household that earns less than 120% of the adjusted

median income for the Tampa-St. Petersburg-Clearwater SMSA. In the event of a repayment of an assumable equity mortgage, the County shall utilize the repayment proceeds in accordance with subsection r.(3).

ii. Unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for a different credit amount, the amount of the credit for each assumable equity mortgage assigned to the County shall be determined in accordance with the following formula: ([$100* specifically approved single family units]+[$80*specifically approved multi-family units]+[$.35*specifically approved retail square footage]+[$.25*specifically approved office square footage])/($.10*specifically approved total dwellings for the project). For example, if the Wiregrass Ranch DRI is specifically approved for the following entitlements: 8,500 single family units, 4,000 multi-family units, 2,740,000 square feet of retail, and 1,200,000 square feet of office, the amount of the credit for each assumable equity mortgage assigned to the County would be $1,943.00, computed as follows:

([8500*$100]+[4000*$80]+[2,740,000'$.35]+[1,200,000*$.25]/(12,500*.1)=$1,943

(b) Donation or Reduced Sale of Land or Lots to a County Sponsored Affordable Housing Non-Profit.

i. Any entity within the Wiregrass Ranch DRI that donates, or sells for a reduced price, land or lots to a County sponsored affordable housing non-profit corporation to construct affordable housing units ("Non-Profit") shall be entitled to a credit against the required cash mitigation requirement at the time the land or lot is conveyed to the Non-Profit, and the value and unit yield of the land or lot(s) is confirmed in writing by the Pasco County Community Development Manager consistent with the credit calculation set forth below. To be eligible for credit, the land or lots conveyed to the Non-Profit must be acceptable to the County Community Development Manager.

ii. Unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for a different credit amount, the amount of the credit for land or

lots donated, or sold for a reduced price, to a Non-Profit shall be the actual appraised market value of the land or lots conveyed less the price paid by the Non-Profit, not to exceed $30,000 per lot. In the event the conveyance involves land for more than one lot, or more than one dwelling unit can be built on the land conveyed, the maximum credit shall be $30,000 multiplied times the maximum number of units that can be built on the property pursuant to applicable DRI, Comprehensive Plan, zoning and land development code requirements (as determined by the County Community Development Manager after consultation with the County Development Director).

iii. Credits shall be issued to the entity that either (1) assigns the assumable equity mortgage in accordance with subsection r.(8)(a), or (2) donates or sells for a reduced price the land or lots in accordance with subsection r.(8)(b). Credits shall be issued by the County Community Development Manager. Credits, once established and issued, are assignable in accordance with the procedures set forth in the Transportation Impact Fee Ordinance. Credits are only assignable within the Wiregrass Ranch DRI, unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for assignment of credits to developments outside the Wiregrass Ranch DRI. Development in the Wiregrass Ranch DRI shall make the cash payments set forth in subsections r.(l) or r.(7) whenever it does not have County approved credits pursuant subsection r.(8) sufficient to cover the required cash payments when they are due. Cash payments and credits may only be used to satisfy the affordable housing obligations set forth in this subsection r., and are not refundable or eligible for exchange for cash from the County, except to the extent the County-wide affordable housing ordinance discussed in subsection r.(7) allows for refunds.

s. Historical and Archaeological.

Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Division of Historical Resources, and Pasco County to either protect and preserve the site(s) in place or to mitigate any adverse impacts consistent with the requirements in Rule 73C-40.043, FAC. This DO shall be amended to incorporate any required mitigation consistent with Rule 1A-46, FAC. If any

significant resources are found, a Certificate of Appropriateness must be obtained from Pasco County pursuant to requirements of the Land Development Code.

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 Developer in accordance with the Rule 73C-40.0252, FAC.

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

(3) All conveyance(s) required pursuant to this DO shall be in a form acceptable to the Pasco County Real Estate Division, free and clear of all liens, excluded from the assessments of all special districts, and exempt from all covenants and deed restrictions which prohibit the uses intended for the land conveyed.

(4) If there is an internal conflict between provision(s) of this DO, then the more stringent provision(s) shall prevail.

(5) 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 Developer shall be required to pay the fees from the point of such adoption, forward, subject to applicable credits for past and future mitigation, in accordance with the terms of the ordinance(s) or resolution(s).

(6) Should development significantly depart from the parameters set forth in the Application 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, Florida Statutes.

(7) Approval of Wiregrass Ranch DRI satisfies the provisions of Subsection 380.06(15), Florida Statutes, and the following provisions of the FAC, Rule 73C-40.041, Listed Plant and Wildlife Resources Uniform Standard Rule; Rule 73C-40.044, Hazardous Material Usage, Potable Water, Wastewater, and Solid Waste Facilities Uniform Standard Rule; Rule 73C-40.043, Archaeological and Historical Resources Uniform Standard Rule; Rule 73C-40.045, Transportation Uniform Standard Rule; and 73C-40.048, Adequate Housing Uniform Standard Rule.

(8) 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.

u. Procedures.

(1) Biennial Reports.

(a) Monitoring of Wiregrass Ranch DRI by the County shall be the responsibility of the County Administrator or his designee.

(b) The Developer shall provide a biennial report on the required form to the Pasco County Planning & Growth Management Department, the TBRPC, and the DEO on the two (2) year anniversary date of final adoption of the Original DO as amended by the DO Amendment on October 9, 2007 and every two (2) years thereafter during the term of this DO. The contents of the biennial report shall meet the requirements of Section 380.06(18), Florida Statutes, and Section 73C-40.025(7) FAC, and shall include all additional data and information, as required in this DO.

(c) If the biennial report is not submitted within sixty (60) days after the due date, Pasco County shall notify the 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), Florida Statutes, as amended, until a public hearing has been held pursuant to Section 380.06(19), Florida Statutes, as amended, to determine if a substantial deviation has occurred.

(d) In addition to the required elements of the biennial report, the Developer shall include:

i. The cumulative number of units developed through the land use tradeoff mechanism.

ii. 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.

iii. A synopsis of all DRI and zoning amendments.

iv. A synopsis of ownership (major parcels).

v. A list of DRI/DO conditions of approval and whether the Developer has met the conditions.

vi. All applicable monitoring reports as identified in this DO for ground water, storm water, transportation, and environmental issues.

vii. An updated Entitlement Tracking Chart, if applicable.

(2) Amendments/Substantial Deviations.

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

(3) Notice of Adoption.

(a) A Notice of Adoption of this resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), Florida Statutes, as amended.

(b) The Clerk of the Board of County Commissioners shall return five (5) signed and certified copies of this DO, the Notice of Adoption and an additional original executed Notice of Adoption to the Pasco County Planning & Growth Management Department. The Pasco County Planning & Growth Management Department shall then send copies of each document to the DEO, TBRPC, and to attorneys of record in these proceedings.

(c) The DO shall be deemed rendered upon transmittal of copies to all recipients identified in Chapter 380.06, Florida Statutes.

(4) Severability.

Each provision of this DO is material to the Board of County Commissioners approval of this DO. Accordingly, the provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of the resolution shall be suspended until such time that the Board of County Commissioners modifies the DO to address the illegal or invalid provision; provided, however, that such suspension shall not exceed nine (9) months in duration and such determination shall not affect the validity of 1) Limited exemption entitlements or DRI entitlements for which a complete application has been submitted, or approval has been received, for a preliminary plan, preliminary site plan, plat, construction plan, Building Permit, or CO; or 2) any DRI mitigation committed to or performed as of the date the determination is made. Notwithstanding the foregoing, the resolution shall not be suspended if the Applicant/Developer and all affected successors or assigns agree to abide by all of the provisions of the resolution until an NOPC is adopted to modify the DO in order to address the illegal or invalid provision. NOPCs to the DO shall not be considered challenges to the DO, and decisions by the Board of County Commissioners regarding any NOPC or the like shall not have the effect of suspending the DO under

any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of this resolution and the challenged portion of the resolution is subsequently declared illegal or invalid, the resolution shall not be suspended and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third party challenge, the Applicant/Developer shall cooperate with the County to amend this resolution to address the portion which has been declared invalid or illegal.

DONE AND RESOLVED this 14 day of JANUARY, 2014

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

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

JACK MARIANO, CHAIRMAN

EXHIBITS

A. Application* (ADA and Sufficiency Responses)

B. TBRPC DRI Final Report* and NOPC Report

C. Legal Description

D. Developer's Commitments

E. Entitlements Tracking Chart

F. Land Use Equivalency Matrix

G. Map H – Master Plan

H. Proportionate Share Calculation

I. Wiregrass Ranch DRI Transportation Mitigation Table

J. Site Access/Intersections

K. Wetlands Categorization Map

L. Conservation Corridor

M. Settlement Agreement with Pasco County and FDOT dated December 22, 2006*

N. Agreement with School Board

O. Agreement with Florida Department of Community Affairs dated October 8, 2004*

P. Environmental Management Plan*

Q. Assignment of DRI Entitlements by Master Developer (as of September 7, 2010)

*Incorporated by reference only

EXHIBIT A

WIREGRASS RANCH DRI NO. 260

APPLICATION FOR DEVELOPMENT APPROVAL AND SUFFICIENCY RESPONSES*
&
NOTICE OF PROPOSED CHANGE APPLICATION*

***INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND DEVELOPMENT DEPARTMENT**

EXHIBIT B

WIREGRASS RANCH DRI NO. 260

TBRPC FINAL REPORT* AND NOPC REPORT

***INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND DEVELOPMENT DEPARTMENT**

Tampa Bay Regional Planning Council

NOPC

Notice of Proposed Change Report
4000 Gateway Centre Boulevard, Suite 100, Pinellas Park, FL 33782
Phone (727) 570-5151 / FAX (727) 570-5118
www.tbrpc.org

DRI #260 - WIREGRASS RANCH
PASCO COUNTY

On December 27, 2012 (dated same), the Applicant submitted a Notice of Proposed Change application requesting modifications to the Development Order. Supplemental information was provided on March 8, 2013 (dated same). The following constitutes a summary of project entitlements and history, a description of the proposal, and the Council recommendation.

PROJECT DESCRIPTION

On August 3, 2007, the Pasco County Board of County Commissioners rendered to the Tampa Bay Regional Planning Council (TBRPC) Resolution No. 08-06, a Development Order adopted on July 17, 2007. The Development Order granted specific approval for the first three (of four) project phases to Wiregrass Ranch, Inc. Specific approval of Phase 4 is contingent upon further transportation and air quality analyses. The mixed-use project is situated on 5,100-acres in south-central Pasco County, east of the Seven Oaks DRI and S.R. 581, south of S.R. 54, southwest of the New River DRI, west of the Wesley Chapel DRI and north of the Meadow Pointe DRI. The Development Order currently expires on December 31, 2020.

With the Development Order being modified initially to resolve an appeal by the Florida Department of Community Affairs, whereby Exhibit I was amended to clarify the Phases 2 and 3 proportionate share mitigation requirements (i.e. October 9, 2007/Resolution No. 07-291), the Order had subsequently been modified three times, most recently on February 5, 2013 (Resolution No. 13-99). The Amendments have cumulatively: changed the Developer of Record to "Locust Branch, LLC; authorized Light Industrial, University, and Attraction/Recreation facility as potential uses which could be attained through the utilization of the Land Use Equivalency Matrix (LUEM); modified the limits of flexibility granted in association with the LUEM; modified the Master Development Plan (Map H); modified Exhibit E/Map H-3/"Land Use Schedule," which contains project acreages and designates parcel development by phase; modified Exhibit I (entitled "Wiregrass DRI Transportation Mitigation Terms and Conditions") to reflect renaming of "Porter Boulevard" as "Wiregrass Ranch Boulevard", extend the due dates associated with the required "Letters of Credit", increase the Phase 1 proportionate share credit for the hospital and medical office employment center uses, allocate entitlements attributable to each pipeline improvement and the subphasing of improvements 6 and 7, update the proportionate share costs to reflect July 2009 FDOT cost indexes; added "the Pasco County 2 year extension" to construction start dates and financial assurance column; modified the Land Use Table; modified numerous tables within Exhibit H to reflect the use of June 2009 FDOT cost indexes; extended all phase buildout and Development Order expiration dates; recognized conversions of 34 Single-Family residential units (from Phase 3) for 9,180 sq. ft. of Medical Office to be advanced to Phase 1, 84 Single-Family residential units (from Phase 3) to 707-student Community College campus to be advanced to Phase 1, and 251 Single-Family Detached Units (216 from Phase 2 & 35 from Phase 3) to 196 Hospital Beds and advanced to Phase 1; modified the underlying Future Land Use classifications assigned to the project from MU (Mixed Use) and RES-3

(Residential - 3 units/acre) to PD (Planned Development) within Subsections 1.e and 5.b.(4)(a) of the Development Order for consistency with the Pasco County Comprehensive Plan; Vested Office entitlements subject to conditions; Added provisions to recognize Pasco County's adoption of an Urban Service Area, a Transportation Concurrency Exception Area and allowance for Mobility Fees in lieu of Transportation Concurrency; clarified language that already allows potential advancement of Land Uses and entitlements to an earlier phase; recognized land uses and entitlements that may be added to a phase without transportation analysis (i.e. "Exempt Uses"); replaced all references from "Department of Community Affairs" (DCA) to "Department of Economic Opportunity" (DEO); advanced all specifically approved Office entitlements to Phase 1; replaced Exhibit E with "Entitlement Tracking Chart" and clarified entitlement assignment process; authorized the Town Center to potentially be located on another Parcel(s) and revised the applicable standards; revised the locations and development standards of the Corporate Business Park and Hotel; added definitions for Traditional Neighborhood Design (TND) and Transit-Oriented Development (TOD); revised the provision for interconnectivity; updated the Ground Water and Surface Water Monitoring Plan (GSMP) Baseline Monitoring and reporting status; updated Exhibit L (Conservation Corridor Exhibit) and the Environmental Management Plan implementation status; updated the GPS Control Point provisions; updated the approval date of the Developer's Agreement; clarified the responsibility for and conceptual nature of Exhibit J (Site Access/Intersections); updated and clarified trip generation monitoring program to adjust trip monitoring thresholds for any entitlements moved from one phase to another phase; clarified when Mobility Fees and Credits are applicable; updated the status of the Master Roadway Plan; identified which Parcels have been conveyed to the School Board; provided alternative locations for a District Park; revised the provisions for a general Government Service Center and clarify reservation of and responsibility for 75,000 sq. ft. of Office entitlements for government services buildings; made Exhibit M ("Settlement Agreement with Pasco County and FDOT dated December 22, 2006") and Exhibit O ("Agreement with Florida Department of Community Affairs dated October 8, 2004") reference only; revised Exhibit I ("Wiregrass Ranch DRI Transportation Mitigation Table"); advanced 2,000 Single-Family Detached from Phases 1C & 1D to Phase 1A and adjusted the Proportionate Share Per Trip Fee for Phases 1C & 1D accordingly; and revised the Conditions for when the Easement Agreement for the Park & Ride Facility must be provided, as well as the location and conditions for the Park & Ride Facility.

The following constitutes the revised/approved phasing schedule:

LAND USE		PHASE 1 (Buildout: 3/01/2026)	PHASE 2 (Buildout: 3/01/2026)	PHASE 3 (Buildout: 3/01/2026)	PHASE 4[2] (Buildout: 3/01/2030)	TOTAL
RESIDENTIAL	#	6,000	4,473	0	1,000	11,473
	(Single-Family)	(4,000)[1]	(2,947)[1]	(0)	(0)	(6,947)
	(Multi-Family)	(2,000)	(1,526)	(0)	(1,000)	(4,526)
RETAIL	Sq. Ft.	1,580,800	800,000	340,000	460,000	3,180,800
OFFICE	Sq. Ft.	1,059,080	0	0	875,000	1,934,080
MEDICAL OFFICE	Sq. Ft.	199,180	0	0	0	199,180
HOTEL	Rooms	480	0	0	0	480
HOSPITAL	Beds	371	0	0	0	371

LAND USE		PHASE 1 (Buildout: 3/01/2026)	PHASE 2 (Buildout: 3/01/2026)	PHASE 3 (Buildout: 3/01/2026)	PHASE 4[2] (Buildout: 3/01/2030)	TOTAL
ATTRACTION & REC.	Sq. Ft.	300,000	0	0	0	300,000
COMM. COLLEGE	Students	707	0	0	0	707
UNIVERSITY	Students	0	0	0	0	0
LT. INDUSTRIAL	Sq. Ft.	0	0	0	0	0
GOLF	Holes	18	0	0	0	18
SCHOOLS/ELEMENTARY	#	1	1	1	1	4

1. Single-Family residential entitlements are inclusive of 1,000 "elderly housing units" within Phase 1 and 1,500 within Phase 2.
2. Specific approval of Phase 4 is contingent upon further transportation and air quality analyses.

PROPOSED CHANGES UNDER THIS NOPC

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

1 Add a 24-acre parcel to the project. The parcel was formerly dedicated to the County for construction of a "National Tennis Center";

2 Revise Developer Commitments (*Exhibit D*) to reflect those Commitments which have been modified or are superceded by Conditions of the adopted Development Order;

3 Revise the Land Use Equivalency Matrix (*Exhibit F*) to reflect all conversion rates;

4 Revise the Master Development Plan (*Exhibit G/Map H)* to reflect addition of Tennis Center parcel and to relocate the Community Park & District Park to Parcel M21;

5 Revise the Proportionate Share Calculations (*Exhibit G*) based on new methodology procedures approved by the legislature and the current FDOT costs. The analysis techniques and procedures were contained in the Transportation Methodology Statement that was agreed to by the transportation review entities;

6 Revise the required transportation mitigation (*Exhibit I*) to reflect pipeline projects which have been revised or removed, consolidation of the former Phases 1-3 into a single phase, replace existing transportation obligations with only those resulting from the revised transportation analyses, update listing based on completed improvements, and rename "581 Bypass/Loop Road" pipeline project; [*Exhibit I & Condition 5.m.(1)*]

7 Change "Limited Exemption Uses" reference to "Exempt Uses" based on revised terminology contained in the Development Order; [*Stipulation 3.g. & Condition 5.b.(8)*]

8 Consolidate all specifically-approved phases (i.e. Phases 1-3) into a single phase to be known as "Phase 1." Additionally, rename former "Phase 4" as "Phase 2," while retaining its conceptual-approval status; [*Condition 4.a.(1) & Condition 4.b.(3)/Table 1*]

9 Clarify concurrency reservation, guarantee and vesting for public facilities, and transportation mitigation requirements for consistency with Development Agreement and Urban Service Area provisions; [*Conditions 4.a.(1)-(4)*]

10 Delete provision regarding potential advancement of land uses and entitlements to an earlier phase since specifically approved phases are being combined; [*Condition 4.a.(4)*]

11 Clarify and define the "Effective Period"; [*Conditions 4.b.(1)-(3)*]

12 Delete repetitive provisions regarding the County's Urban Service Area/Transportation Concurrency Exception Area; [*Condition 4.d.(2)*]

13 Consolidate the retirement housing figures into a single phase and require Master Developer approval of any/all conversion(s) from age-restricted to *non* age-restricted housing units with corresponding increase in mobility fees; [*Conditions 5.b.(1)(a)-(c)*]

14 Revise Town Center designation to reflect updated requirements for *Traditional Neighborhood Development* (TOD), *Transit-Oriented Development* (TOD) and *Mixed-Use Trip Reduction Measures* (MUTRM); [*Condition 5.b.(2)(a)*]

15 Clarify "Exempt Use" status for Hospitals, Community College/University, Hotel, Attraction/Recreation facilities in accordance with the County's Land Development Code; [*Conditions 5.b.(3)-(6)*]

16 Relocate the definition of "Traditional Neighborhood Design" (TND); [*Condition 5.b.(7)*]

17 Clarify the pedestrian/bike crossing design standards/requirements and change reference from "SR 581 Realignment" to "581 Bypass/Loop Road" to reflect renaming of roadway; [*Conditions 5.b.(9)(b)-(c)*]

18 Delete land use exchange provision related to potential exchange between phases since specifically approved phases are proposed for consolidation; [*Condition 5.c.(1)(a)*]

19 Delete land use exchange restrictions for Hospitals, Medical Office and Community College uses since these are would be considered "Exempt Uses"; [*Condition 5.b.(1)(c)*]

20 Change land use exchange conditions related to age-restricted housing units and allow for potential conversion(s). Any such conversion may/would require additional analyses and/or mitigation; [*Condition 5.c.(1)(f)*]

21 Delete the current restriction allowing a ten-percent increase of the total specifically-approved entitlements for any individual use. Alternatively, the maximum amount of each use will be governed by the Pasco County Comprehensive Plan; [*Conditions5.c.(1)(g)-(h)*]

22 Delete land use exchange conditions related to any other amendments to the land use mix or proposed phasing schedule; [*Condition 5.c.(3)*]

23 Eliminate the phasing component of transportation mitigation since all specifically-approved phases are proposed for consolidation; [*Condition 5.m.(1)*]

24 Modify the trip generation monitoring provisions to recognize independent thresholds for Phases 1, 2 and 3 since phases are being consolidated; [*Condition 5.m.(4)*]

25 Clarify Neighborhood Park, District Park and Community Park as well as existing School conveyances; [*Condition 5.o.(1)*] and

26 Clarify and update several "General" conditions. [*Conditions 5.t.(2), 5.t.(3), 5.t.(6), 5.t.(7)* and *5.t.(8)*]

CONSISTENCY WITH SUBSECTION 380.06(19), FLORIDA STATUTES

The following statutory citations apply to this proposal:

SUBSECTION REFERENCE #	SUBSECTION VERBIAGE AND COMMENTARY (WHERE APPLICABLE)
380.06(19)(a)	*Any proposed change to a previously approved development which creates a reasonable likelihood of additional regional impact, or any type of regional impact created by the change not previously reviewed by the regional planning agency, shall constitute a substantial deviation and shall cause the proposed change to be subject to further development-of-regional-impact review. There are a variety of reasons why a developer may wish to propose changes to an approved development of regional impact, including changed market conditions.*
380.06(19)(b)10.	*A 15-percent increase in the number of external vehicle trips generated by the development above that which was projected during the original development of regional impact review... shall constitute a substantial deviation and shall cause the development to be subject to further development-of-regional-impact review without the necessity for a finding of same by the local government.* The proposal includes a provision to allow an expansion of potential "exempt uses" (i.e. County promoted and/or desired uses) which could be approved without a requirement for additional transportation analysis. While transportation mobility fees associated with "exempt uses" would be assessed and offset by County funding, an increase of project-related trips beyond the 15 percent identified in this citation could be experienced as a result of future expansion(s).
380.06(19)(e)2.i.	*"Any renovation or redevelopment within a previously approved development of regional impact which does not change land use or increase density or intensity of use"* [is not a Substantial Deviation]. However, adversely, any future intensification of project-related uses in any form or fashion would be presumed to constitute a Substantial Deviation.
380.06(19)(e)3.	*"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 (c) shall be presumed to create a substantial deviation. This presumption may be rebutted by clear and convincing evidence."*

DISCUSSION

The following statements serve as representations made by, or on behalf of, the applicant or are acknowledgments 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 applicant has rebutted the presumption of a Substantial Deviation and that no further information would be required in conjunction with the current proposal:

1. A 24-acre parcel was previously dedicated to Pasco County for construction of a "National Tennis Center" by Wiregrass Ranch. However, since this facility will not be constructed, "*Pasco County will be returning the parcel of land to Wiregrass Ranch*" for inclusion within the DRI. (March 8, 2013 correspondence/Page 1/Response to TBRPC #2)

2. The Applicant has proposed modifications to several Developer Commitments (Exhibit D) due to the fact that the particular Commitments have been superceded by Development Order provisions or are no longer relevant. (March 8, 2013 correspondence/Pages 2-3/Response to TBRPC #3)

3. The modifications to the Master Development Plan (Map H) requested are "*limited to the addition of the 24-acre National Tennis Center parcel (M4-E) and the relocation of the park site to Parcel M21*" (March 8, 2013 correspondence/Page 2/Response to TBRPC #6). It was subsequently acknowledged that Pasco County may additionally expand the boundary of Parcel O2 (with a corresponding reduction of Parcel M11 boundary) to reflect the location of the Hospital.

4. *Phase 2 (fka Phase 4) will remain conceptually-approved only.* (March 8, 2013 correspondence/Page 3/Response to TBRPC #8.A., Page 4/Response to TBRPC #11, and Page 4/Response to TBRPC #14)

5. The proposed consolidation of specifically-approved Phase 1-3 "*does not alter Phase 2 in any way and does not advance any conceptually-approved entitlements.*" (March 8, 2013 correspondence/Page 4/Response to TBRPC #12)

6. Potential exchanges of age restricted units to non-age restricted are proposed in accordance with the established conversion formulas identified in the LUEM. In addition:

   - By nature of the LUEM, any such conversion(s) would result in a comparable number of trips but fewer units overall (March 8, 2013 correspondence/Page 5/Response to TBRPC #15.A.).
   - No break down of housing types (i.e. age restricted vs. non-age restricted) was taken into account when conducting the education/student generation assessment in the initial DRI application. Therefore, any reduction of units would result in fewer projected students identified in the original analysis. (March 8, 2013 correspondence/Page 5/Response to TBRPC #15.B.)
   - No additional demands are anticipated for public utilities or parklands since each type is assessed on a per unit basis. (March 8, 2013 correspondence/Page 5/Response to TBRPC #15.C. & Page 6/Response to TBRPC #15.D., respectively)

7. The original DRI Transportation Analysis reviewed and approved for Wiregrass is still in effect and fully satisfies the DRI transportation analysis requirements of Sections 380.06(19)(e)(6) and 163.3180(5)(h), F.S. (March 8, 2013 correspondence/Page 9/Response to TBRPC #22.E.)

8. Section 5.b.(2)(a) of the proposed Amendatory language "*still requires a master plan for Parcel M7 be approved prior to any development in that parcel.*" (March 8, 2013 correspondence/Page 11/Response to TBRPC #30)

9. The acreage associated with the "Economic Development Project" is proposed to be reduced by one-acre (from 65 to 64 acres). However, "*the user still intends to develop up to 1,000,000 sq. ft. of Office uses by going vertical. The reduction of acreage is also a direct result of the Master Developer providing offsite infrastructure (e.g. stormwater retention, floodplain compensation, wetland mitigation, etc.) to serve the project.*" (March 8, 2013 correspondence/Page 12/Response to TBRPC #31)

10. *The Development Order currently allows for the addition of exempt uses up to the maximum allowed by Subarea Policy 7.1.8. and must be recognized through the NOPC process.* (March 8, 2013 correspondence/ Page 20/Response to FDOT #3)

11. Subsequent to the initial Wiregrass Ranch DRI approval, Pasco County has adopted a countywide Mobility Fee Ordinance whereby DRI and non-DRI level developments are assessed transportation fees based on trips being generated (transportation impacts) and location of entitlements. The projected total impact cost of Wiregrass Ranch DRI is estimated to be $110 million. The projected Mobility Fee amount for the specifically approved uses that the Developer will be responsible for within the project is approximately $65 million. The remainder of the mobility fees (~$45 million) will be borne by Pasco County through a variety of funding sources in order to offset the anticipated impacts associated with the County's desired and "exempt" uses. The revised proportionate share was calculated to be $49,304,458 for <u>all</u> specifically-approved development with the project. Therefore, the Developer's payment of their mobility fees or the completion of the transportation mitigation, or a combination thereof, fully satisfies the proportionate share obligation for the DRI. The County's "Timing & Phasing Analysis" will be utilized to determine the timing associated with the transportation improvements.

12. Since Pasco County will be responsible for funding of the mobility fees associated with the "Exempt" project uses, it would up to Pasco County's discretion to allow or recognize potential conversion(s) from "Exempt" to "Non-Exempt" uses within the Land Use Equivalency Matrix.

RECOMMENDED ACTION

Indicate to Pasco County and the State Land Planning Agency 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 be expected upon inclusion of the recommendations/representations referenced above within the amendatory language, as may be appropriate.

EXHIBIT 1
GENERAL LOCATION MAP

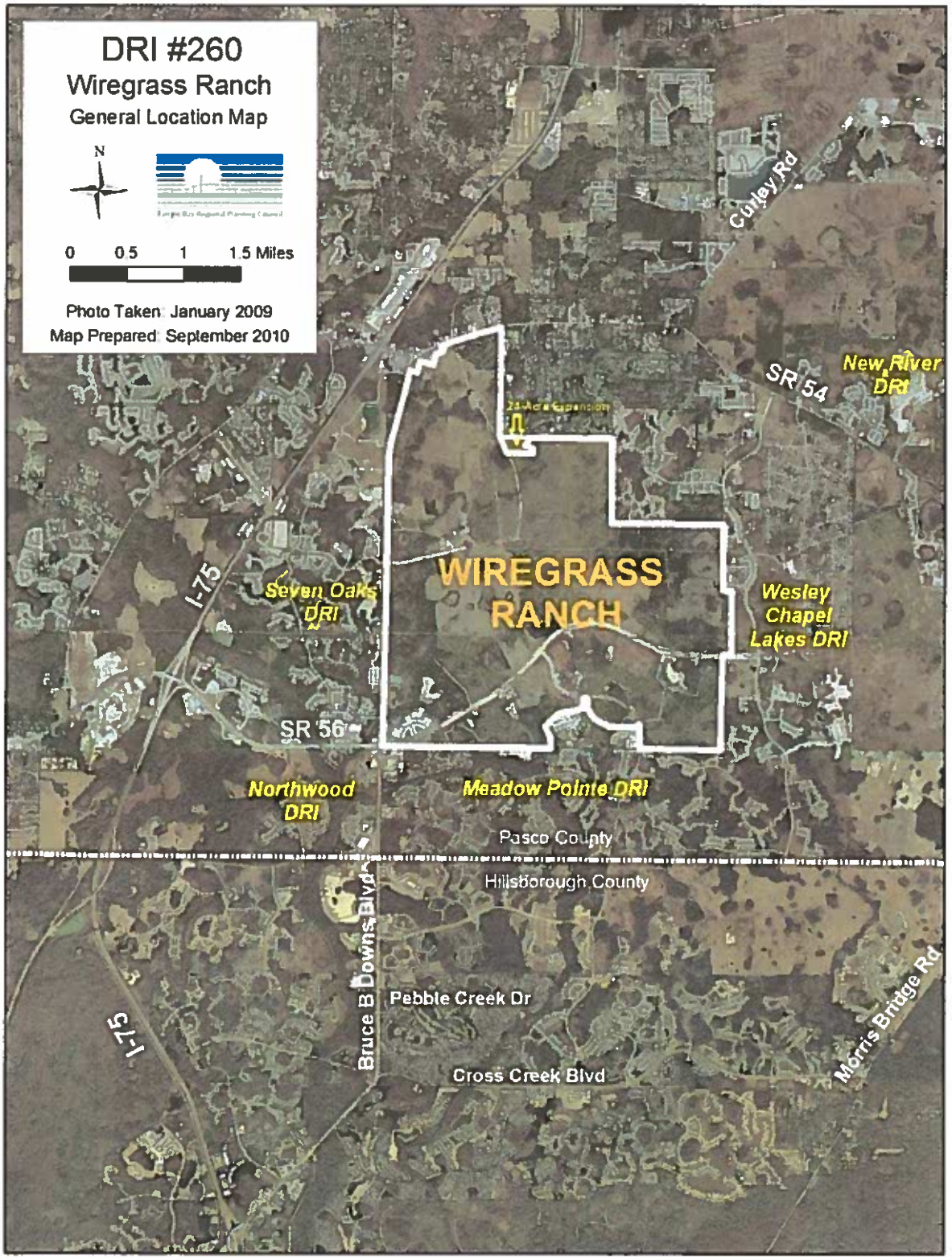


EXHIBIT 2
PROPOSED/REVISED MASTER DEVELOPMENT PLAN (MAP H)



EXHIBIT C

WIREGRASS RANCH DRI NO. 260

LEGAL DESCRIPTION

II. LEGAL DESCRIPTION (of the entire Wiregrass Ranch DRI):

ALL THAT PORTION OF SECTIONS 7, 17, 18, 19, 20, 21, 22, 27, 28, 29 AND 30, ALL IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.00°29'59"W., ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1,530.52 FEET TO THE INTERSECTION OF SAID EASTERLY LINE OF SECTION 7 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (AS IT NOW EXISTS) FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.00°29'59"W., ALONG SAID EAST LINE OF SECTION 7, A DISTANCE OF 1,112.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 7; THENCE S.00°17'31"W., A DISTANCE OF 2,644.07 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE S.00°17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.89°54'52"W., A DISTANCE OF 122.50 FEET; THENCE S.32°00'57"E., A DISTANCE OF 901.62 FEET; THENCE N.89°54'52"E., A DISTANCE OF 1,235.69 FEET; THENCE N.01°21'00"W., A DISTANCE OF 34.15 FEET; THENCE N.58°17'36"E., A DISTANCE OF 18.29 FEET; THENCE N.10°07'36"E., A DISTANCE OF 47.77 FEET; THENCE N.15°01'14"W., A DISTANCE OF 37.26 FEET; THENCE N.00°16'25"W., A DISTANCE OF 34.10 FEET; THENCE N.28°14'49"W., A DISTANCE OF 48.81 FEET; THENCE N.35°23'51"W., A DISTANCE OF 35.73 FEET; THENCE N.42°01'17"W., A DISTANCE OF 74.66 FEET; THENCE S.53°29'29"W., A DISTANCE OF 3.88 FEET; THENCE N.67°22'47"W., A DISTANCE OF 56.94 FEET; THENCE N.66°07'39"W., A DISTANCE OF 43.71 FEET; THENCE N.61°50'08"W., A DISTANCE OF 36.84 FEET; THENCE N.84°10'42"W., A DISTANCE OF 46.39 FEET; THENCE S.66°03'28"W., A DISTANCE OF 43.33 FEET; THENCE S.70°44'48"W., A DISTANCE OF 50.36 FEET; THENCE N.28°06'22"W., A DISTANCE OF 18.09 FEET; THENCE N.26°14'40"E., A DISTANCE OF 55.86 FEET; THENCE N.46°01'59"E., A DISTANCE OF 51.53 FEET; THENCE N.07°56'04"W., A DISTANCE OF 51.58 FEET; THENCE N.88°45'05"E., A DISTANCE OF 27.00 FEET; THENCE N.49°32'44"E., A DISTANCE OF 37.70 FEET; THENCE N.24°21'42"E., A DISTANCE OF 40.47 FEET; THENCE N.70°30'07"E., A DISTANCE OF 30.27 FEET; THENCE N.66°14'45"E., A DISTANCE OF 33.96 FEET; THENCE N.41°18'54"E., A DISTANCE OF 43.25 FEET; THENCE N.81°19'08"E., A DISTANCE OF 29.73 FEET; THENCE S.76°54'12"E., A DISTANCE OF 43.86 FEET; THENCE N.27°45'10"E., A DISTANCE OF 52.04 FEET; THENCE N.18°00'53"W., A DISTANCE OF 45.22 FEET; THENCE N.25°30'52"W., A DISTANCE OF 22.26 FEET; THENCE N.84°40'35"E., A DISTANCE OF 60.61 FEET; THENCE N.11°10'34"E., A DISTANCE OF 16.14 FEET; THENCE N.81°20'00"W., A DISTANCE OF 73.87 FEET; THENCE N.27°24'42"W., A DISTANCE OF 30.32 FEET; THENCE N.27°24'42"W., A DISTANCE OF 19.26 FEET TO THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17, N.89°54'52"E., A DISTANCE OF 3,787.37 FEET TO THE SOUTHEAST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.00°09'55"W., ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 3,972.39 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 21, S.89°35'53"E., A DISTANCE OF 2,659.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 21, S.89°32'37"E., A DISTANCE OF 2,656.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S.00°01'39"E., ALONG THE EAST LINE OF SECTION 21 A DISTANCE OF 2,640.26 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 21; THENCE S.00°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 21 A DISTANCE OF 1,037.80 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.89°54'24"E., A DISTANCE OF 270.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.00°09'58"W., A DISTANCE OF 1,600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE S.00°16'42"W., A DISTANCE OF

815.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE N.89°54'24"W., A DISTANCE OF 270.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27, SAID POINT ALSO BEING ON THE EAST LINE OF SAID SECTION 28; THENCE S.00°16'42"W., ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 4,472.09 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE N.89°56'42"W., ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 2,652.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°34'44"W., A DISTANCE OF 1,172.72 FEET; THENCE LEAVING SAID LINE N.00°25'16"E., A DISTANCE OF 395.38 FEET TO A POINT OF CURVATURE; THENCE 506.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,940.00 FEET, DELTA 14°56'41", CHORD BEARING AND DISTANCE N.07°03'04"E., 504.59 FEET; THENCE N.89°34'44"W., A DISTANCE OF 1,421.64 FEET; THENCE N.75°14'58"W., A DISTANCE OF 737.43 FEET; THENCE N.43°32'32"W., A DISTANCE OF 1,001.00 FEET; THENCE N.02°23'47"E., A DISTANCE OF 35.94 FEET; THENCE N.02°23'47"E., A DISTANCE OF 536.40 FEET; THENCE N.86°22'56"W., A DISTANCE OF 120.03 FEET; THENCE S.02°23'47"W., A DISTANCE OF 538.96 FEET; THENCE S.75°15'08"W., A DISTANCE OF 1,105.62 FEET; THENCE S.41°40'57"W., A DISTANCE OF 878.18 FEET; THENCE S.48°19'03"E., A DISTANCE OF 283.03 FEET; THENCE S.20°01'02"E., A DISTANCE OF 408.18 FEET; THENCE S.00°06'28"W., A DISTANCE OF 330.06 FEET TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 29; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 29, N.89°58'04"W., A DISTANCE OF 2,518.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N.89°58'27"W., ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 2,675.07 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 30; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 30, N.89°58'40"W., A DISTANCE OF 2,602.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) (A 200' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. N.00°29'34"E., A DISTANCE OF 13,100.79 FEET TO A POINT OF CURVATURE; 2. THENCE 1,389.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 5,629.80 FEET, DELTA 14°08'19", CHORD BEARING AND DISTANCE N.07°33'44"E., 1,385.72 FEET; 3. THENCE N.14°37'52"E., A DISTANCE OF 3,183.89 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.75°21'08"E., A DISTANCE OF 353.01 FEET; THENCE N.14°37'03"E., A DISTANCE OF 201.80 FEET; THENCE N.75°23'12"W., A DISTANCE OF 292.99 FEET; THENCE S.14°38'06"W., A DISTANCE OF 10.00 FEET; THENCE N.75°16'55"W., A DISTANCE OF 59.94 FEET; THENCE N.14°41'33"E., A DISTANCE OF 55.90 FEET; THENCE S.75°22'18"E., A DISTANCE OF 81.92 FEET; THENCE S.66°23'33"E., A DISTANCE OF 38.47 FEET; THENCE S.75°21'54"E., A DISTANCE OF 177.94 FEET; THENCE N.55°20'58"E., A DISTANCE OF 30.59 FEET; THENCE N.14°38'33"E., A DISTANCE OF 296.41 FEET; THENCE S.75°21'37"E., A DISTANCE OF 791.07 FEET; THENCE N.14°37'57"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N71°41'15" E., A DISTANCE OF 207.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 310.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.71°41'15" E., A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.18°18'45" E., A DISTANCE OF 310.00 FEET; THENCE N.71°41'15" E., A DISTANCE OF 245.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (R/W VARIES); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. N.71°40'25"E., A DISTANCE OF 580.63 FEET; 2. THENCE N.71°43'50"E., A DISTANCE OF 187.70 FEET; 3. THENCE N.18°18'45"W., A DISTANCE OF 20.00 FEET; 4. THENCE N.71°41'08"E., A DISTANCE OF 1,301.84 FEET TO A POINT OF CURVATURE; 5. THENCE 637.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5,729.58 FEET, DELTA 06°22'41", CHORD BEARING AND DISTANCE S.74°54'21"E., 637.49 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 7 AND THE POINT OF BEGINNING.

CONTAINING 5,118.640 ACRES, MORE OR LESS

TOGETHER WITH:

LEGAL DESCRIPTION: INTERNATIONAL TENNIS CENTER

ALL THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 17 AND THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER BETWEEN SECTIONS 7, 8, 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S00°17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/4 OF SAID SECTION 17 FOR A POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF THE NORTH 1/4 OF SAID SECTION 17, N89°54'52"E., A DISTANCE OF 1,496.41 FEET; THENCE LEAVING SAID LINE S.27°24'42"E., A DISTANCE OF 19.26 FEET; THENCE S.27°24'42"E., A DISTANCE OF 30.32 FEET; THENCE S.81°20'00"E., A DISTANCE OF 73.87 FEET; THENCE S.11°10'34"W., A DISTANCE OF 16.14 FEET; THENCE S.84°40'35"W., A DISTANCE OF 60.61 FEET; THENCE S.25°30'52"E., A DISTANCE OF 22.26 FEET; THENCE S.18°00'53"E., A DISTANCE OF 45.22 FEET; THENCE S.27°45'10"W., A DISTANCE OF 52.04 FEET; THENCE N.76°54'12"W., A DISTANCE OF 43.86 FEET; THENCE S.81°19'08"W., A DISTANCE OF 29.73 FEET; THENCE S.41°18'54"W., A DISTANCE OF 43.25 FEET; THENCE S.66°14'45"W., A DISTANCE OF 33.96 FEET; THENCE S.70°30'07"W., A DISTANCE OF 30.27 FEET; THENCE S.24°21'42"W., A DISTANCE OF 40.47 FEET; THENCE S.49°32'44"W., A DISTANCE OF 37.70 FEET; THENCE S.88°45'05"W., A DISTANCE OF 27.00 FEET; THENCE S.07°56'04"E., A DISTANCE OF 51.58 FEET; THENCE S.46°01'59"W., A DISTANCE OF 51.53 FEET; THENCE S.26°14'40"W., A DISTANCE OF 55.86 FEET; THENCE S.28°06'22"E., A DISTANCE OF 18.09 FEET; THENCE N.70°44'48"E., A DISTANCE OF 50.36 FEET; THENCE N.66°03'28"E., A DISTANCE OF 43.33 FEET; THENCE S.84°10'42"E., A DISTANCE OF 46.39 FEET; THENCE S.61°50'08"E., A DISTANCE OF 36.84 FEET; THENCE S.66°07'39"E., A DISTANCE OF 43.71 FEET; THENCE S.67°22'47"E., A DISTANCE OF 56.94 FEET; THENCE N.53°29'29"E., A DISTANCE OF 3.88 FEET; THENCE S.42°01'17"E., A DISTANCE OF 74.66 FEET; THENCE S.35°23'51"E., A DISTANCE OF 35.73 FEET; THENCE S.28°14'49"E., A DISTANCE OF 48.81 FEET; THENCE S.00°16'25"E., A DISTANCE OF 34.10 FEET; THENCE S.15°01'14"E., A DISTANCE OF 37.26 FEET; THENCE S.10°07'36"W., A DISTANCE OF 47.77 FEET; THENCE S.58°17'36"W., A DISTANCE OF 18.29 FEET; THENCE S.01°21'00"E., A DISTANCE OF 34.15 FEET; THENCE S.89°54'52"W., A DISTANCE OF 1,235.69 FEET TO THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF PORTER BOULEVARD (A PROPOSED 140' R/W); THENCE ALONG SAID PROPOSED RIGHT-OF-WAY LINE, N32°00'57"W., A DISTANCE OF 901.62 FEET; THENCE LEAVING SAID LINE N89°54'52"E., A DISTANCE OF 122.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.000 ACRES MORE OR LESS.

EXHIBIT D

WIREGRASS RANCH DRI NO. 260

DEVELOPER'S COMMITMENTS

SECTION III - DEVELOPER COMMITMENTS
DRI #260 - WIREGRASS RANCH
PASCO COUNTY

The following commitments have been made in the Application for Development Approval (ADA), the First Sufficiency Response (SR1), the Second Sufficiency Response (SR2), the Third Sufficiency Response (SR3), the Fourth Sufficiency Response (SR4) or the Fifth Sufficiency Response (SR5):

GENERAL

1. *The historic agricultural operations will continue during buildout of the DRI project, on portions of the ranch not yet acquired by the developers. Wiregrass Ranch, Inc. will maintain a prudent fencing program to segregate and control the cattle operations from the development areas.* (ADA/Page 10-4 & SR3/Page 10-4 [Revised General Project Description])

2. ~~*Maximums and minimums of each land use have been added to the revised Exhibit 10-1* [i.e. proposed Land Use Equivalency Matrix]. *The Applicant will accept a 40% limit as suggested by TBRPC.* (SR2/Page 10-1)~~ Superseded by the adopted Development Order.

3. *The age-restricted parcels will have Covenants, Conditions and Restrictions in accordance with the Federal Housing for Older Persons Act requiring, at a minimum, that at least 80% of the homes will have at least one occupant who is 55 years or older, with no one under 19 years of age in permanent residence (defined as more than 90 days in any 12-month period).* (SR3/Page 10-1)

4. ~~*Applicant has agreed to reserve 252 acres of office parcels (which could accommodate 18,406,930 s.f. at F.A.R. of 3.0 and .27 on the Mixed Use and Res-3 parcels) for a period of 10 years to assist the County's goal of encouraging employment centers, with 1.2 million square feet of office uses and a 100 bed hospital to be specifically approved as part of Phases 1-3.* (SR3/Page 10-5)~~ Superseded by the adopted Development Order.

5. ~~The Applicant has agreed to provision which would not allow conversions from Office (or reserved land area) to other project uses and a requirement for Pasco County Development Review Committee to approve all requested conversions from Office uses. (SR3/Page 10-6)~~ Superseded by the adopted Development Order.

6. ~~The Applicant has acknowledged that a DO condition will be imposed to "require a re-analysis, if the proposed build out dates are not achieved. In addition... there will be no time extensions allowed in the DO for the build out date for the amount of time this project will be and have been under review." (SR3/Page 21-22)~~ Superseded by the adopted Development Order.

7. *The Applicant... points out the following "public" sites already accommodated by Wiregrass Ranch, or already committed: Public High School Site, Public Middle School Site, up to Four Elementary School Sites, ~~National Tennis Center Site,~~ Regional Hospital Site, ~~Public Library~~*

~~*Site,*~~ *Governmental Services Site, Fire/EMS Facility Site, Sheriff's Operations Facility Site, and Employment Center(s).* (SR4/Page 9-4)

8. ~~*The Applicant will agree to this proposed trade off* [i.e. 474 multi-family units for 199,080 sq. ft. of Office] *in Phase 3 of the DRI should the 1:1 jobs to housing ratio not be met at that time.* (SR5/Page 10-1)~~ Superseded by the adopted Development Order.

9. ~~*Parcel S4... has been analyzed as elderly units... and will be deed-restricted.* (SR5/Page 10-4)~~ Superseded by the adopted Development Order.

VEGETATION AND WILDLIFE

1. *No listed species will be taken without specific approval from or coordination with the FFWCC, which protects and/or regulates the above species* [e.g. epiphytic orchids, wild pine air plants and pitcher plants]. *Currently there are no proposed impacts to the habitats harboring the above listed species. Protection of these resources will be incorporated during design and permitting.* (SR1/Page 10-10)

2. *Wetland H25, within which this species* [Hooded pitcher plant] *is located on the subject property, will remain intact in the post-development condition.* (SR1/Pages 12-2 & 19-7)

3. *Development on Wiregrass Ranch will not significantly affect wading bird or bald eagle populations at off-site locations. Site plans call for preservation of the majority of onsite wetlands, particularly the high quality wetlands that are utilized by wading birds.* (SR1/Page 12-3)

4. *There will be more shallow, wet habitat areas in the post-development condition of the project than exist in the current condition. Therefore, the proposed project will not result in any net habitat loss or adverse impacts to wetland-dependent wildlife.* (SR1/Page 12-4)

5. [Due to the existence of Tampa Butterfly Orchid, Green Fly Orchid and Giant Wild Pine Air plant] *There are no specific wetland impacts proposed for the forested wetland area located in map grids D24 and D25 in the western portion of the project.* (SR1/Page 12-5)

6. *The Applicant... intends to provide a plan that maintains and improves those onsite habitat areas that are determined to be regionally significant natural resources - specifically the onsite Riverine Habitat areas. These areas will be incorporated into the overall plan as habitat corridors that will serve to link onsite habitats as well as offsite habitats and resources.* (SR2/Page 10-5)

7. *The upland and wetland areas where the Giant wild pine air plant occur...will also be preserved within an onsite wildlife corridor in the western portion of the property. The Pine lily, which occurs within upland buffers and shallow, transitional wetland fringes, will likely remain onsite since the majority of onsite wetlands will be avoided by site development and will includde an*

average 25-foot upland buffer. Maintenance of these areas in their natural condition should ensure the future survival of these plant species on the Wiregrass property. (SR2/page12-6)

8. *Roadway crossings of selected streams within the Wiregrass property, where necessary to provide access to developable upland areas, will include appropriately sized culverts to maintain adequate hydrologic connectivity. Wildlife undercrossings (box culverts) will also be specified at such crossings to enable post-development wildlife movement.* (SR2/Page 12-7)
9. *The Applicant agrees to conduct pre-development breeding season surveys for listed species including the Florida sandhill crane (within appropriate onsite wetland habitats), Sherman's fox squirrel (within onsite woodland pasture or live oak hammock areas subject to development), wood storks and wading birds (within appropriate nesting habitat subject to development impacts). It is understood that such surveys will only be required when proposed development activities within any onsite parcel will immediately precede or coincide with the recognized breeding season for these listed species (i.e., between late January and May for the Florida sandhill crane and wood stork, between June and September for wading birds, and either May through August or November through March for Sherman's fox squirrel).* (SR4/Page 12-1)

10. *Onsite creation mitigation areas are being designed and constructed so as to create a matrix of shallow and deep zones which will serve to maximize potential for wading bird foraging opportunities and will potentially afford additional habitat for nesting by Florida sandhill cranes.* (SR4/Page 12-2)

WETLANDS

1. *There will be no effort to further drain the site or lower wetland hydroperiods by way of drainage ditch construction. Where such artificial drainage ditches do occur, each will be assessed individually for potential abandonment at the construction plan development stage.* (ADA/Page 13-3)

2. *With 377± acres of creation mitigation identified on the conceptual site plan, the current plan represents greater than 2 acres of wetland creation for each acre to be impacted.* (ADA/Page 13-8)

3. *Wetland buffers will be provided as well as the maintenance of acceptable hydroperiods.* (ADA/Page 14-4)

4. *While certain offsite connectivity locations for these roadways are fixed (pre-determined by local government), the Applicant intends to propose an alignment for each of these roadways that accomplishes avoidance and minimization of wetland impacts to the greatest extent practicable. Similarly, site plans for each of the individual residential development parcels will include avoidance and minimization of wetland impacts (especially to higher quality wetlands) to the greatest extent practicable.* (SR1/Page 13-8)

5. *Prior to permitting and site development for any portion of the project, onsite wetlands will be delineated, surveyed and field verified/approved by the appropriate regulatory agencies to*

further refine the jurisdictional boundaries of onsite wetlands. (SR2/Page 13-1)

6. *[In order to facilitate the development of viable wetland habitats in close proximity to active production wells], Applicant agrees to consult with Tampa Bay Water regarding the creation of any wetlands within the southwestern portion of the site (Parcels C5, C6, C7 and M12).* (SR2/Page 13-4)

7. *The golf course is not to be located in the environmentally sensitive north/south wetland corridor... The Applicant has agreed to design the golf course in conformance with the Audubon Signature Silver Program.* (SR3/Page 10-12)

8. *The Applicant agrees to show* [all conservation easements, wildlife corridors and wildlife crossing locations with buffer areas] *on all future plan submittals.* (SR3/Page 13-1)

9. *The Applicant will commit to design the stormwater management system to provide full treatment prior to discharge into Wetland H25.* (SR3/Page 13-4)

10. *The Applicant further commits to the provision of a natural upland buffer around the perimeter of Wetland H25 which will have an average width of greater than 25', with portions of the buffer expanding well beyond 25' in width. In addition, the proposed stormwater treatment ponds adjacent to Wetland H25 will serve to further buffer the wetland from surrounding residential lots and roadways in the post-development condition.* (SR3/Page 13-4)

11. *In order to promote long-term persistence of the existing pitcher plant colony associated with Wetland H25, the applicant will implement a management plan for this wetland. The management plan (under the responsibility of the CDD)* [Developer Clarification: or other permanent maintenance entity] *will include semi-annual mechanical thinning of invasive woody (shrubs & small trees) and weedy (grasses and tall herbs) vegetation. Removal of any grass or leaf build up (by use of hand rakes or other non-invasive means) will also occur during these periodic maintenance events.* (SR3/Page 13-4)

12. *This wetland* [Wetland H25] *will be preserved (as will other wetlands within the project) via recording of a conservation easement to be dedicated to Pasco County or the CDD* [Developer Clarification: or other permanent maintenance entity]. (SR3/Page 13-4)

WATER QUALITY

1. *Accepted engineering practices will be utilized within on-site retention, detention, and filtration stormwater management facilities.* (ADA/Page14-3)

2. *On-site surface waters within Wiregrass Ranch DRI will be protected from construction impacts by various measures, including the use of staked hay bales and silt screen fences in order to reduce both erosion and sediment transport into wetland areas.* (ADA/Page 14-4)

3. *The deeper clayey semi-confining unit materials will not be excavated for stormwater pond/lake construction; therefore, they will remain in place and provide protection to the Floridan Aquifer*

system. (SR1/Page 14-1)

4. *During the project design phase, prior to permitting, as required by SWFWMD and Pasco County, the project geotechnical engineer will perform a geotechnical assessment of each proposed stormwater pond/lake area, via a series of Standard Penetration Test borings per ASTM D-1586...* (SR1/Page 14-8)

5. *The Applicants will provide SWFWMD Public Awareness Brochures such as "Protect Your Family and Our Water Resources from Household Chemicals" and "Florida Friendly Landscaping" within its sales and leasing centers...* (SR1/Page 14-11)

6. *As presented within Exhibit 14-5, Wiregrass "Ecosystem and Watershed Planning" narrative and the riverine habitat corridor exhibit, the Applicant is also providing a ±250 acre open space corridor adjacent to this resource* [i.e. on-site tributary to Trout Creek] *to further protect it in the post development condition* [Developer Clarification: as depicted in the ADA]. (SR2/Page 10-3)

7. *The Applicant does not propose any golf course in, or adjacent to, the North South Wetland Corridor Preservation Area.* (SR2/Page 10-12)

8. *The Applicant will create a Groundwater Management Plan to include groundwater and surface water monitoring. The Applicant will consult with FDEP on background water quality sampling points and monitoring requirements.* (SR2/Page 14-2)

9. *The issue of sinkhole potential will be properly and carefully evaluated in any significant site planned or contemplated effluent holding or storage ponds, and in specific larger scale building or structures areas where deep SPT borings are necessary to the limestone level for prudent geotechnical evaluation/assessment. Appropriate subsurface remediation and/or site plan changes will be made, if necessary, based on geotechnical studies specifically designed related to this matter, at the time such studies are warranted.* (SR2/Page 14-9)

10. *The applicant commits to preparing a groundwater monitoring plan, and will incorporate this requirement into the Development Order as a condition of approval.* (SR2/Page 14-10)

11. *The Applicant understands the environmental sensitivity of these off-site water resources* [i.e. Trout Creek, Clay Gully/Locust Branch and other tributaries to the Hillsborough River] *and has agreed to provide a significant buffer to the Category I wetland on-site that is a tributary to Trout Creek* [Developer Clarification: as depicted in the ADA]. (SR3/Page 10-11)

12. *The Applicant has agreed to include these items* (i.e. Phase I Assessment, all historical test bore subsurface data, and a focus on site-specific areas where rapid or direct discharge of reclaimed water to the Floridan aquifer is to be avoided] *in the Groundwater Monitoring Plan.* (SR3/Page 14-1)

SOILS

1. *Buildings will be constructed on compacted fill material, with habitable structures sufficiently elevated to be at or above the determined 100-year flood elevation.* (ADA/Page 15-1)

2. *The Applicant further agrees to notify Tampa Bay Water in the event of a sinkhole occurrence during site development.* (SR2/Page 15-1)

3. *At least one pond boring will be provided at each stormwater pond/lake location for the project...* (SR3/Page 15-2)

FLOODPLAINS

Finished floor elevations of habitable buildings will be located one foot above the determined Base Floor Elevation in accordance with Pasco County's flood damage prevention ordinance. (ADA/Page 16-2)

WATER SUPPLY

1. *The developers of Wiregrass Ranch DRI will practice water conservation in both residential and non-residential development... Irrigation systems' designs will utilize the best design principles for water conservation and efficient application.* (ADA/Page 17-4)

2. *The stormwater management plan will place particular emphasis on these methods to enhance water quality by using natural biological mechanisms for the breakdown of pollutants and nutrient uptake.* (ADA/Pages 14-3 & 19-2)

3. *The applicant will provide infrastructure and pipelines for reclaimed water, and is negotiating with Pasco County regarding the availability of reclaimed water to serve the project. Provided the County can supply reclaimed water to Wiregrass, the Applicant is committed to install the pipeline on-site to make this resource available to the residents.* (SR2/Page 17-1)

4. *The Applicant agrees to* [the following] *conditions being placed in the Development Order as stated below...: (SR4/Page 8-1)*

   Water Rights and Water use Permits. In consideration of Pasco County's agreement to provide potable water service to Wiregrass DRI, the Developer and its successors and assigns agree to the following:

   A. In the event of production failure or shortfall by Tampa Bay Water, as set forth in Section 3.19 of the Interlocal Agreement creating Tampa Bay Water, the Developer, regardless of the permitted use, shall grant Pasco County access to, and shall cooperate with, the County in the allocation of water generated within the project pursuant to any and all

Water Use Permits or water use rights the Developer may have to use or consume surface or groundwater with Pasco County.

B. *Prior to the Developer releasing, transferring, or selling any water or Water Use Permits or water use rights, the Developer shall notify Pasco County, and Pasco County shall have the right of first refusal to purchase such water or Water Use Permits or water use rights.*

WASTEWATER MANAGEMENT

1. *Permanent septic tanks will not be used in Wiregrass Ranch DRI.* (ADA/Page 18-3)

2. *Temporary septic storage tanks may be used for temporary sales trailers and construction trailers. These facilities will be disposed of off-site as appropriate. No discharge of temporary septic tanks is anticipated on-site.* (SR1/Page 18-2)

STORMWATER MANAGEMENT

1. *It is the applicant's intent to seek opportunities within the design to help restore wetlands on site that possess degraded hydrology by using isolated wetlands for stormwater treatment.* (ADA/Page 10-18 & SR3/Page 10-18 [Revised General Project Description])

2. *Where stormwater is routed through an isolated wetland system, a sedimentation basin will be provided on the upstream side of the isolated system. Where lakes or ponds are to be constructed adjacent to isolated system, littoral zone areas, as well as deeper sump areas, will be constructed as part of the new system. When new wetland systems are to be created, they shall include the construction of a littoral zone that presents a favorable environment for establishment of suitable native aquatic vegetation.* (ADA/Page 19-2)

3. *The developer and/or his assigns, including possible purchasers of individual development tracts, will assume the responsibilities to manage the* [stormwater] *system at full development.* (ADA/Page 19-4)

4. *The applicant agrees to demonstrate through modeling that stormwater discharge volumes are not reduced by the development of this project.* (SR3/Page 19-2)

TRANSPORTATION

1. ~~*[Wiregrass Ranch] is providing rights-of-way for three new regional roadway extensions, and will construct such roadways as part of its transportation mitigation plan.* (ADA/Page 10-17 & SR3/Page 10-17 [Revised General Project Description])~~ Superseded by the adopted Development Order.

2. *All primary access points and major internal collector roadways have been designed and constructed to provide sufficient geometry to accommodate transit vehicles.* (ADA/Page 21-8)

3. ~~The Applicant has acknowledged that a Development Order Condition will be prepared to require the mitigation of any assumed transportation improvements that have not been completed and were outside of the five-year work program. (SR2/Page 21-7)~~ Superseded by the adopted Development Order.

4. ~~*The Applicant also will cooperate to insure there is no disproportionate mitigation burden placed upon office or other employment uses, versus the residential uses, in the mitigation and pipeline approval process with the County, for approval of the Development Order.* (SR5/Page 21-15)~~ Superseded by the adopted Development Order.

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. (ADA/Page 22-1)

RECREATION AND OPEN SPACE

1. ~~*Wiregrass Ranch, Inc. has agreed to donate to Pasco County, Florida a 24-acre site adjacent to Wiregrass Ranch DRI, for a National Tennis Center and recreational complex, which will be a public facility.* (ADA/Page 10-11 & SR3/Page 10-13 [Revised General Project Description])~~ Superseded by the adopted Development Order.

2. *Parks will be planned for the individual residential tracts within Wiregrass.* (SR1/Page 26-1)

3. *One golf course presently is planned for Wiregrass DRI, in Parcel S-4. This 18-hole golf course will be accessible to the public.* (SR1/Page 26-1)

ENERGY

1. *The developer will provide natural gas based on available capacity to serve the project at a reasonable cost and consumer demand.* (SR1/Page 29-1)

2. *The applicant is also working with Withlacoochee River Electric Cooperative and Florida Power to provide an energy substation on-site to provide an efficient energy distribution system.* (SR1/Page 29-1)

EXHIBIT E

WIREGRASS RANCH DRI NO. 260

ENTITLEMENT TRACKING CHART

Wiregrass Ranch DRI

Entitlement Tracking Chart

May 7, 2013

Total DRI Approved Land Uses

Phase 1	Single Family	Multi-Family	Retail	Office	Medical Office	Attraction and Rec. Facility	Hospital Beds	Hotel Rooms	Community College Students	University Students	Light Industrial	Golf Course
Total												

Assigned Land Uses - Phase 1

Phase	Assigned to	Date	Parcel	Gross Ac.	Net Ac.	Notes	Single Family		Multi-Family		Retail		Office		Medical Office		Attraction and Rec. Facility		Hospital Beds		Hotel Rooms		Community College Students		University Students		Light Industrial		Golf Course	
							Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed

EXHIBIT F

WIREGRASS RANCH DRI NO. 260

LAND USE EQUIVALENCY MATRIX

EXHIBIT F
WIREGRASS DRI LAND USE EQUIVALENCY MATRIX
(Revised 12/11/13)

ITE LUC		To Single Family (Units)	To Multi Family (Units)	To Town House (Units)	To Elderly Housing Detached (Units)	To Elderly Housing Attached (Units)	To Office (1,000 s.f.)	To Retail (1,000 s.f.)	To Medical Office (1,000 s.f.)	To Hospital (1 bed)	To Golf Course (1 hole)	To Hotel (1 occupied room)	To Jr./Community College (1 FTE student)	To University/ College (1 student)	To General Light Industrial (1000 s.f.)	To Attractions & Recreation Facility (1000 s.f.)	To Movie Theater (1 screen)
210	From Single Family - Detached	-	1.63	1.94	3.86	9.18	0.68	0.27	0.27	0.78	0.37	1.44	8.42	6.73	1.03	0.36	0.07
220	From Multi Family units	0.61	-	1.19	2.36	5.64	0.42	0.17	0.17	0.48	0.23	0.89	5.17	4.13	0.63	0.22	0.05
230	From S.F. Attached Townhouse units	0.51	0.84	-	2.00	4.73	0.35	0.14	0.14	0.40	0.19	0.74	4.33	3.47	0.53	0.18	0.04
251	From Elderly Housing Detached units	0.26	0.42	0.50	-	2.36	0.17	0.07	0.07	0.20	0.09	0.37	2.17	1.73	0.27	0.09	0.02
252	From Elderly Housing Attached units	0.11	0.18	0.21	0.42	-	0.07	0.03	0.03	0.08	0.04	0.16	0.92	0.73	0.11	0.04	0.01
820	From Retail (1,000's sq. ft.)	3.71	6.05	7.21	14.42	34.09	2.52	-	1.01	2.88	1.37	5.36	31.25	25.00	3.83	1.33	0.27
720	From Medical Office (1,000's sq. ft.)	3.68	6.00	7.15	14.31	33.82	2.50	0.99	-	2.86	1.36	5.31	31.00	24.80	3.80	1.32	0.27
430	From Golf Course (1 hole)	2.71	4.42	5.27	10.54	24.91	1.84	0.73	0.74	2.11	-	3.91	22.83	18.27	2.80	0.97	0.20
610	From Hospital (1 bed)	-	-	-	-	-	0.87	-	0.35	-	-	1.86	10.83	8.67	1.33	-	0.10
310	From Hotel (1 occupied room)	0.69	1.13	1.35	2.69	6.36	0.47	0.19	0.19	0.54	0.26	-	5.83	4.67	0.71	0.25	0.05
540	From Jr.Community College (1 FTE student)	-	-	-	-	-	0.08	-	0.03	0.09	-	0.17	-	-	0.12	0.04	0.01
710	From Office (1,000 sq. ft.)	-	-	-	-	-	-	-	0.40	-	-	-	-	-	1.52	-	0.11
110	From General Light Industrial (1,000's sq. ft.)	-	-	-	-	-	0.66	-	0.26	0.75	-	1.40	8.17	6.53	-	0.35	0.07
n.a	Attractions & Recreation Facility (1,000 sq.ft.)	2.79	4.55	5.42	10.85	25.64	1.89	0.75	0.76	2.17	1.03	4.03	23.50	18.80	2.88	-	0.21
550	From University (1 Student)	0.15	0.24	0.29	0.58	1.36	0.10	0.04	0.04	0.12	0.06	0.21	1.25	-	0.15	0.05	0.01
445	From Movie Theater (1 screen)	13.50	22.00	26.23	52.46	124.00	9.15	3.64	3.67	10.49	4.98	19.49	113.67	90.93	13.92	4.84	-

Note: 1. Office may be exchanged for medical office and light industrial uses subject to the requirements of the Dev. Order.
2. Hospital beds may be exchanged for office, medical office and light industrial uses subject to the requirements of the Dev. Order.
3. The land use trade-offs may occur pursuant to the thresholds defined within the Development Order and the table below.
4. Trip rate of 2.82 was used for the proposed Attraction & Recreation Facility, which was based on the weighted average of the PM peak hour trip rates for Ice Skating Rink (ITE LUC 465) and Shopping Center (ITE LUC 820).

Land Use	Proposed	Min. Dev.	Max. Dev.[1]
Residential	10,473	9,425	16,800
Office and Medical Office (msf)	~~1.35~~ 2.6	1.13	2.60
Retail (msf)	2.72	2.45	3.50
Hospital (beds)	~~324~~ 600	300	600
Hotel rooms	~~483~~ 600	432	600
Attractions and Recreation Facilities (ARF)[2] (sf)	300,000	270,000	330,000
Community College (f.t.e. students)	~~707~~ 4,000	636	4,000
Golf Course (holes)	18	0	36
Light Industrial (sf)	1,000,000	0	1,000,000
University		0	1,700
Movie Theater (screen)		0	24 screens

[1] Maximum thresholds shown above shall be the maximum allowed pursuant to Subarea Policy FLU 7.1.8. Wiregrass Ranch Subarea Policies, in the Comprehensive Plan.
[2] Attraction and Recreation Facilities shall not a exceed a 6,000 seats facility and 24 movie theater screens.

Land Use	Hour Trip Generation
Single Family Detached (unit)	1.01
Single Family Attached Townhouse (unit)	0.52
Multi family (unit)	0.62
Elderly Detached (unit)	0.26
Elderly Attached (unit)	0.11
Office (1,000s f.)	1.49
Retail (1,000s f.)	3.75
Medical Office (1,000s.f.)	3.72
Hospital (bed)	1.3
Golf Course (hole)	2.74
Hotel (room)	0.7
Community College (FTE student)	0.12
University College (student)	0.15
Light Industrial (1,000 s.f.)	0.98
Movie Theater (screen)	13.64
Attraction and Recreation Facility	2.82

EXHIBIT G

WIREGRASS RANCH DRI NO. 260

MAP H – MASTER PLAN



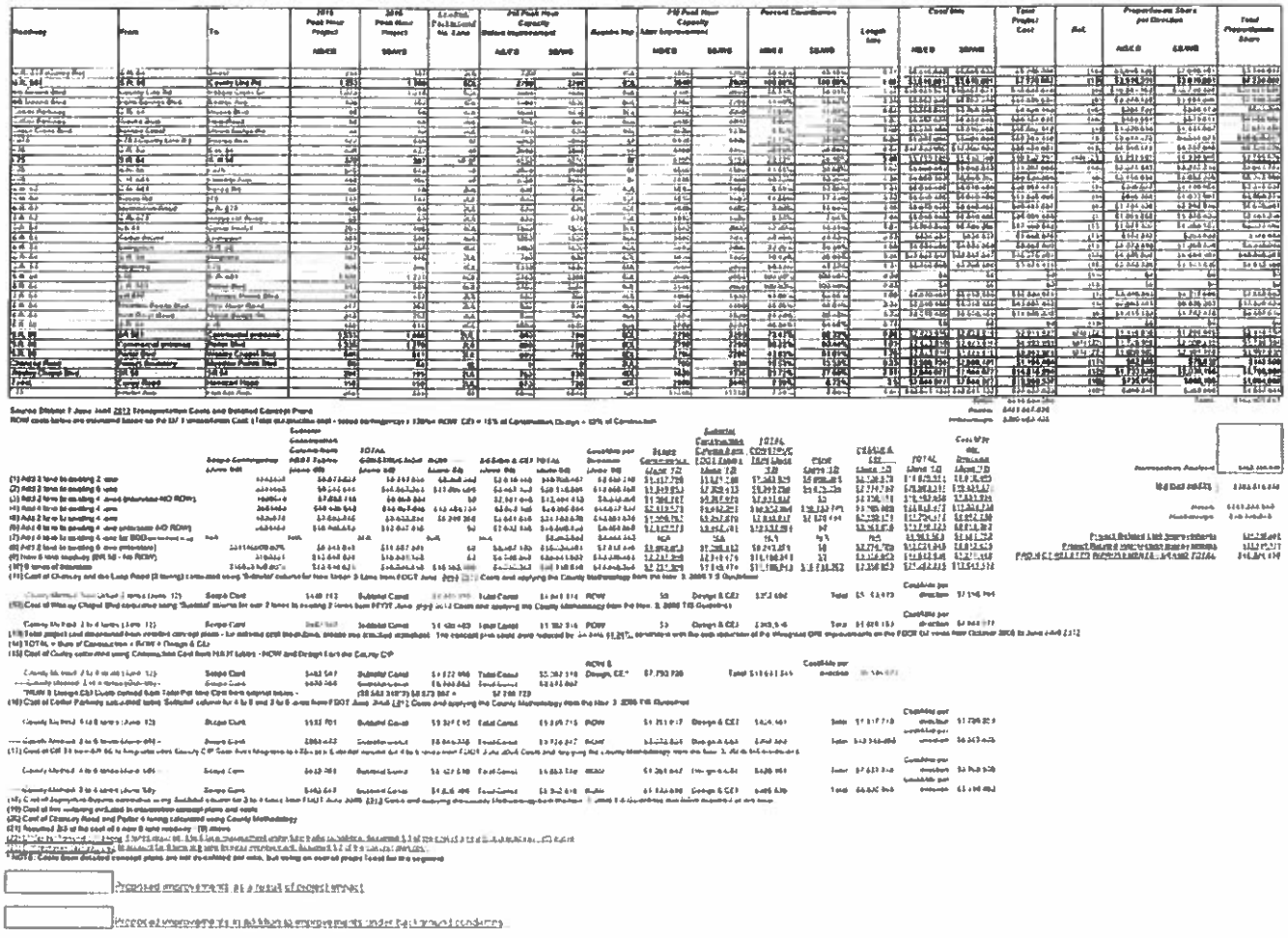
SEE MAP H-3 (EXHIBIT E) FOR PROPOSED LAND USE BY PARCEL AND PHASE

WIREGRASS RANCH **PASCO COUNTY, FLORIDA**	**MAP H** **MASTER DEVELOPMENT PLAN** **REVISED 5/16/2013**	**King** ENGINEERING ASSOCIATES, INC.	JOB NO. 3778-001-000 DATE 11-11-04 SCALE N.T.S.

EXHIBIT H

WIREGRASS RANCH DRI NO. 260

PROPORTIONATE SHARE CALCULATION



Wiregrass DRI Improvement Costs - REVISED ~~10/26/2009~~ 12/20/2012
Concept Plans - Link Improvement Costs

Intersection	Phase(s)*	~~Total Construction Cost~~	~~PE Design (15%)~~	~~CEI (15%)~~	~~ROW Cost~~	~~Total Project Cost~~	~~Reduced Total Project Cost**~~	Reduced Total Project Cost**
Links								
I-75 from I-275 to SR 56	1,2 and 3	~~$11,409,000~~	~~$1,711,350~~	~~$1,711,350~~	~~$7,187,400~~	~~$22,019,100~~	~~$14,464,347~~	$11,397,086
I-75 from SR 56 to Overpass Road	1,2 and 3	~~$54,241,000~~	~~$8,136,150~~	~~$8,136,150~~	~~$8,300,000~~	~~$78,813,300~~	~~$51,772,457~~	$40,793,764
I-75 from Overpass Road to SR 52	1,2 and 3	~~$22,389,000~~	~~$3,358,350~~	~~$3,358,350~~	~~$2,286,900~~	~~$31,392,600~~	~~$20,621,709~~	$16,248,810
SR 54 from US 41 to CR 54/SR 56	1	~~$35,731,000~~	~~$5,360,100~~	~~$5,360,100~~	~~$27,192,450~~	~~$73,648,650~~	~~$48,378,484~~	$38,119,506
SR 54 from US 41 to CR 54/SR 56	2 and 3	~~$22,020,000~~	~~$3,304,350~~	~~$3,304,350~~	~~$27,192,450~~	~~$55,830,150~~	~~$36,674,826~~	$28,897,686
SR 581 (Bruce B Downs)	1,2 and 3	~~$10,730,000~~	~~$1,609,500~~	~~$1,609,500~~	~~$0*~~	~~$13,948,000~~	~~$9,163,008~~	$7,220,002

*ROW included in intersection concept plan

Phases 1, 2 and 3: Segment Breakdown (Calculated per mile and then segments shifted to match the Wiregrass DRI segments)

		Reduced Total Project Cost**
I-75 from I-275 to 56:	$22,019,100	$11,397,086
I-75 from 56 to 54:	$41,809,492	$21,640,593
I-75 from 54 to 52:	$68,396,408	$35,401,981

Phase 1		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$43,123,000	$22,320,465
SR 54 from Collier to Livingston:	$4,492,657	$2,325,399
SR 54 Livingston to SR 56:	$26,030,993	$13,473,642

Phase 2 and 3		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$33,926,800	$17,560,512
SR 54 from Collier to Livingston:	$3,223,869	$1,668,675
SR 54 Livingston to SR 56:	$18,679,481	$9,668,499

**Concept plan costs were reduced by~~34.31%~~ 48.24%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to Jun~~e 2009~~ 2012.

% Change	~~34.31%~~	48.24%

Above %reduction is applied to concept plans throughout

TABLE 21-14C

WIRE/BASSOUT (PHASE I)

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED [illegible]

Intersection	Improvement[1]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Costs (Inflation)	Total Improvement Costs (Year '02)	% Contribution[2]	% Contribution[3]	Proportionate Cost (Inflation)	Proportionate Cost (Year '02)
SR 54 @ CR 501[4]	NBR	3241	[illegible]	11,111	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	EBR						[illegible]				[illegible]
	EBL						[illegible]				[illegible]
	WBL										
	Signal Timings						[illegible]				[illegible]
SR 54 @ Morris Bridge	Receiving lane for EBL	385	[illegible]	6,997	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
	Receiving lane for EBL					[illegible]	[illegible]			[illegible]	
	WBT Auxiliary Lane					[illegible]	[illegible]			[illegible]	[illegible]
	NBR					[illegible]	[illegible]			[illegible]	
	NBR					[illegible]	[illegible]			[illegible]	[illegible]
	EBR					[illegible]	[illegible]			[illegible]	
	Signal Timings					[illegible]	[illegible]			[illegible]	[illegible]
SR 54 @ Corley Road	Receiving lane for EBL	1368	[illegible]	8,799	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	EBL					[illegible]	[illegible]			[illegible]	
	SBL					[illegible]	[illegible]			[illegible]	[illegible]
	Receiving lane for EBL					[illegible]	[illegible]			[illegible]	
	WBT Auxiliary Lane					[illegible]	[illegible]			[illegible]	
	Signal Timings					[illegible]	[illegible]			[illegible]	[illegible]
Bruce B Downs Blvd @ Dean Mitchell Rd	Receiving lane for EBL	1456	[illegible]	15,416	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	Receiving lane for WBL					[illegible]	[illegible]			[illegible]	
	NBT Auxiliary Lane					[illegible]	[illegible]			[illegible]	
	SBL					[illegible]	[illegible]			[illegible]	[illegible]
	Signal Timings					[illegible]	[illegible]			[illegible]	[illegible]
Bruce B Downs Blvd @ Regent Park	Receiving lane for NBL	2311	[illegible]	13,163	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
	Receiving lane for NBL					[illegible]	[illegible]			[illegible]	
	NBL					[illegible]	[illegible]			[illegible]	
	WBL					[illegible]	[illegible]			[illegible]	
	NBT Auxiliary Lane					[illegible]	[illegible]			[illegible]	
	Receiving lane for NBT					[illegible]	[illegible]			[illegible]	[illegible]
	EBL					[illegible]	[illegible]			[illegible]	[illegible]
	Signal Timings					[illegible]	[illegible]			[illegible]	[illegible]
Bruce B. Downs @ Pebble Creek	NBT Auxiliary Lane	2490	7,967	12,936	5,911	[illegible]	[illegible]	42.05%	42.05%	[illegible]	[illegible]
	SBL					[illegible]	[illegible]			[illegible]	[illegible]
	Signal Timings					[illegible]	[illegible]			[illegible]	[illegible]
Bruce B Downs Blvd @ Highwoods Preserve	Receiving lane for SBL	1719	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	SBL					[illegible]	[illegible]			[illegible]	[illegible]
	NBR					[illegible]	[illegible]			[illegible]	[illegible]
	WBL					[illegible]	[illegible]			[illegible]	[illegible]
	Signal Timings					[illegible]	[illegible]			[illegible]	[illegible]
County Line Road @ SR 581	NBR	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
	NBL					[illegible]	[illegible]			[illegible]	
	EBL					[illegible]	[illegible]			[illegible]	[illegible]
	WBL					[illegible]	[illegible]			[illegible]	
	NBL					[illegible]	[illegible]			[illegible]	
	Signal Timings					[illegible]	[illegible]			[illegible]	[illegible]

TABLE 21.10C

WIREGRASS DRI - PHASE I

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED [illegible] 12/19/2017

Intersection	Improvement[1]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	Total Improvement Cost [2]	Cost Contribution[3]	% Contribution[4]	Proportionate Cost Share	Proportionate Cost Share [2]
Bruce B. Downs @ Cross Creek	Stacking Lane for EBL	2518	12,760	15,870	3110	$2,000,000	$2,000,000	100.000%	100.00%	$2,000,000	$376,979
	EBL					$376,979	$376,979			$376,979	
	NBL					$376,979	$376,979			$376,979	
	SBL					$376,979	$376,979			$376,979	
	Signal Timings					$50,000	$50,000			$50,000	$9,431
Bruce B. Downs @ Kennedy Drive	NBL	313	10,010	13,010	3,000	$376,979	$376,979	3.000%	3.00%	$11,309	
	SBL					$376,979	$376,979			$11,309	
	EBL					$376,979	$376,979			$11,309	
	Signal Timings					$50,000	$50,000			$1,500	
Bruce B. Downs @ Tampa Palms	NBL	227	11,677	11,583	-94	$376,979	$376,979	1.811%	100.00%	$6,826	
	WBL					$376,979	$376,979			$6,826	$376,979
	Signal Timings					$50,000	$50,000			$1,132	$9,431
Bruce B. Downs @ Commerce Point	Receiving lane for EBL	671	9,493	12,793	3,300	$2,000,000	$2,000,000	15.085%	15.085%	$301,700	$376,979
	NBL					$376,979	$376,979			$56,868	$376,979
	SBL					$376,979	$376,979			$56,868	$376,979
	Signal Timings					$50,000	$50,000			$7,542	$9,431
Bruce B. Downs @ Bruce	Receiving lane for EBL	868	9,300	11,500	2,200	$2,000,000	$2,000,000	11.631%	11.63%	$232,620	
	EBL					$376,979	$376,979			$43,846	
	SBL					$376,979	$376,979			$43,846	
	NBL					$376,979	$376,979			$43,846	
	Signal Timings					$50,000	$50,000			$5,814	
Bruce B. Downs @ Upper Road	NBL	218	3,000	10,200	2,200	$376,979	$376,979	8.127%	8.13%	$153,000	
	Signal Timings					$50,000	$50,000			$9,181	
Bruce B. Downs @ Lake Forest Road	NBL	108	9,217	11,000	1,800	$376,979	$376,979	5.060%	5.06%	$95,328	
	Signal Timings					$50,000	$50,000			$2,530	
Collier Pkwy @ County Line Rd.	EBL	348	2,252	2,250	998	$376,979	$376,979	14.000%	14.00%	$264,571	
	WBL					$376,979	$376,979			$264,571	
	Signal Timings					$50,000	$50,000			$6,999	
Collier Pkwy @ Cypress Lake Road	EBL	148	6,000	8,013	1,013	$376,979	$376,979	6.334%	6.33%	$119,263	
	EBL					$376,979	$376,979			$119,263	
	WBL					$376,979	$376,979			$119,263	
	EBL Auxiliary Lane					$2,000,000	$2,000,000			$633,000	
	Receiving lane for EBL					$2,000,000	$2,000,000			$633,000	
	Signal Timings					$50,000	$50,000			$15,815	
Collier Blvd Penn Road	EBL	438	4,010	6,000	2,000	$376,979	$376,979	21.000%	21.00%	$664,000	
	Signal Timings					$50,000	$50,000			$10,500	
North Bridge @ Cross Creek	Receiving lane for EBL	86	1,971	4,487	216	$2,000,000	$2,000,000	0.200%	15.00%	$300,000	$376,979
	EBL					$376,979	$376,979			$56,548	
	Signal Timings					$50,000	$50,000			$7,500	$9,431

TABLE [illegible]C

WIREGRASS DNI - PHASE 5

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED [illegible]

Intersection	Improvement	Project Trips	Build Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (2025 $)	Total Improvement Cost (Current $)	% Project Traffic	% Contribution	Proportionate Share (2025 $)	Proportionate Share (Current $)
SR 52 @ US 41	EBT Auxiliary Lane	103	6,114	7,104	1,743	$1,500,000	$1,772,727	4.46%	9.61%	$144,000	$170,182
	Receiving lane for EBT					$1,500,000	$1,772,727			$144,000	$170,182
	SBT Auxiliary Lane					$1,500,000	$1,772,727			$144,000	$170,182
	Receiving lane for SBT					$1,500,000	$1,772,727			$144,000	$170,182
	NBR					$1,500,000	$1,772,727			$144,000	$170,182
	Signal Revision					$200,000	$236,364			$19,200	$22,691
SR 52 @ Cooks Road	EBR	106	1,143	2,000	857	$900,000	$1,063,636	4.61%	8.23%	$74,000	$87,455
	EBT					$1,500,000	$1,772,727			$123,000	$145,364
	Receiving lane for EBT					$1,500,000	$1,772,727			$123,000	$145,364
	WBL					$1,500,000	$1,772,727			$123,000	$145,364
	Signal Revision					$200,000	$236,364			$16,400	$19,382
SR 52 @ SR 56	NBR	971	13,111	16,595	3,484	$15,000,000	$17,727,273	34.21%	67.23%	$5,131,000	$6,063,455
	WBR						$2,954,545				$1,010,909
	Signal Revision						$236,364				$80,873
Ramo Blvd @ SR 52	EBL and WBL Merge	1,415	4,800	5,000	200	$2,250,000	$2,659,091	9.68%	2.00%	$217,800	$257,409
	Signal Revision					$200,000	$236,364			$19,200	$22,691
SR 54 @ Tamiami Trail and Ramp	EBR	1,415	4,679	5,000	321	$3,450,000	$4,079,545	9.68%	3.09%	$334,000	$394,818
	EBL					$475,000	$561,364			$46,000	$54,364
	Receiving lane for EBR					$2,500,000	$2,954,545			$242,000	$286,091
	Receiving lane for EBL					$2,500,000	$2,954,545			$242,000	$286,091
	Northbound Receiving lane for EBR					$2,500,000	$2,954,545			$242,000	$286,091
	Signal Revision					$200,000	$236,364			$19,400	$22,927
SR 54 @ Porter Blvd	WBT Auxiliary Lane	2273	11,132	12,892	1,760	$2,500,000	$2,954,545	100.00%	100.00%	$2,500,000	$2,954,545
	Receiving lane for EBT					$2,500,000	$2,954,545			$2,500,000	$2,954,545
Lutz Pasco @ SR 54	Intersection	819	8,000	10,000	2,000	$2,000,000	$2,363,636	2.50%	8.20%	$164,000	$193,818
	SB to EB Dual Left					$2,000,000	$2,363,636			$164,000	$193,818
CR 54 @ I-75	Intersection Improvements	2110	13,750	21,250	7,500	$10,000,000	$11,818,182	26.25%	55.41%	$5,541,000	$6,548,182
	NBL, EBL										
SR 54 @ I-75	Intersection Improvements	1,000	20,000	27,000	8,000	$10,000,000	$11,818,182	26.25%	26.25%	$2,625,000	$3,102,273
	SBL and SBR										
[illegible]	Intersection	600	10,000	21,000	11,000	$10,000,000	$11,818,182	26.25%	26.25%	$2,625,000	$3,102,273
	Add a 2nd NB left, 2nd EB left, 2nd WB right										
SR 56 @ SR 581	Each Approach - Eastbound, Westbound, Northbound Right, EB Dual Right	5018	8000	13,750	5,750	$3,000,000	$3,545,455	100%	100.00%	$3,000,000	$3,545,455
					Total:		$31,704,545		Total:	$18,704,000	$22,100,182

TABLE 21-14C

WIREGRASS DRI - PHASE I

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED 09-26-06 11-30-2011

Intersection	Improvement*	Project Traffic	Before Capacity	After Imp. Capacity	DRI % over In Capacity	Total Improvement Cost (Today $'s)	Total Improvement Cost (Year of Construction)*	% Contribution*	Proportionate Fair-Share $	Present Day Cost (Today $'s)
Notes:					Future	$20,000,000		Future	$000,000,000	$10,000,000
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						$16,000,000		10.00 Years	$7,000,000	$5,000,000
(1) US 231 from SR 52 Construction Cost for 300 feet exclusive right turn lane is								Project Related Intersection Improvements		$21,000,000
Construction cost for 300 feet exclusive left turn lane is										
For intersection turn lanes, assume each turn lane leg is 0.1 miles										
Total Construction Cost for 0.1 mile exclusive right turn lane is										
Total Construction Cost for 0.1 mile exclusive left turn lane is										
To obtain the total cost for the turn lane improvement, Right of-way cost at a rate of 120% of construction cost (five times construction) was added to the construction costs										
Total Improvement Cost for 0.1 mile exclusive right turn lane is										
Total Improvement Cost for 0.1 mile exclusive left turn lane is										
(2) For through lanes, a maximum length of 0.25 miles was used.										
Construction Cost for adding one mile of one (1) through lane on the inside										
Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of 120% of construction cost is										
(3) Before and After improvement capacities were considered from HCS and Synchro software for the respective intersections										
(4) Total cost for new interchange at SR 54 and US 41 is							(Revised from $9600 from 3 per latest estimate)			
(5) Cost for modifying signal timings and re-phasing *										
15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.										
(6) Updated using costs from detailed concept plans - for detailed cost breakdown, see attached work sheets										
The concept plan costs were reduced by 25.3% consistent with the cost reduction of the Wiregrass DRI for comments on the FDOT D7 costs from October 2006 in footnote No. 1										
(7) Improvements provided are in addition to the existing planned improvements and the assumed future improvements										
(8) Add turn lanes at locations where not shown if operations analysis indicates a need, above 50 percent total balanced volumes										

EXHIBIT I

WIREGRASS RANCH DRI NO. 260

WIREGRASS RANCH TRANSPORTATION MITIGATION TABLE

WIREGRASS - PHASE 1 TRANSPORTATION MITIGATION

Rev. January 17, 2013

Proportionate Share
$49,304,458

Proposed Phase 1 Pipeline Projects
Agreed Proportionate Share Credits (Mitigation Plan)

	Roadway[1][2][3]	Total Cost[8]	Proportionate Share Credit	Financial Assurance[1]	Start Date [2]
1	SR 56 - 581 Intersection	$ 2,337,528	100%	3 31 2008[5]	1 1 2008[6]
2	SR 56 - 581 to Wiregrass Ranch Blvd.[3][4]	$ 15,609,375	100%	3 31 2008[5]	1 1 2008[6]
3	SR 56 - Wiregrass Ranch Blvd. to Meadow Pointe Blvd.[3][4]	$ 10,095,662	100%	3 31 2008[5]	1 1 2008[6]
4	Mansfield Blvd	$ 4,213,939	50%	3 31 2008[5]	6 1 2008[6]
5	581 Bypass Loop Road	$ 20,191,325	100%	5 31 2023	12 1 2023
6	SR 54 ROW Acquisition Fund	$ 5,000,000	100%	N A	N A
7	Park & Ride Facility	TBD[7]	100%	N A[5]	N A[5]
	Total		$ 55,340,859		

[1] A letter of credit, bond or other form of financial assurance shall satisfy this requirement.
[2] Schedule shown does not preclude the developer from initiating construction of the improvements earlier than the dates required.
[3] Additional proportionate share credit in excess of the required Phase 1 proportionate share identified above shall be applied to any additional entitlements not included within Phase 1 to the extent provided in Section 5.M.(1) of the DRI Development Order and Section 5 of this Exhibit I.
[4] All Impact Mobility fee credits applicable to the pipeline projects are addressed in the Wiregrass Ranch DRI Development Agreement
[5] These obligations have been satisfied.
[6] Wiregrass Ranch Boulevard is formerly known as Porter Boulevard.
[7] To be determined in accordance with the Easement Agreement.
[8] All costs indentified are based on June 2012 FDOT cost index.



EXHIBIT "I" page 1 of 10

PASCO COUNTY

GRAPHIC REPRESENTATIONS ARE GENERAL IN NATURE AND SHOULD BE USED FOR PLANNING PURPOSES ONLY

EXHIBIT J

WIREGRASS RANCH DRI NO. 260

SITE ACCESS/INTERSECTIONS

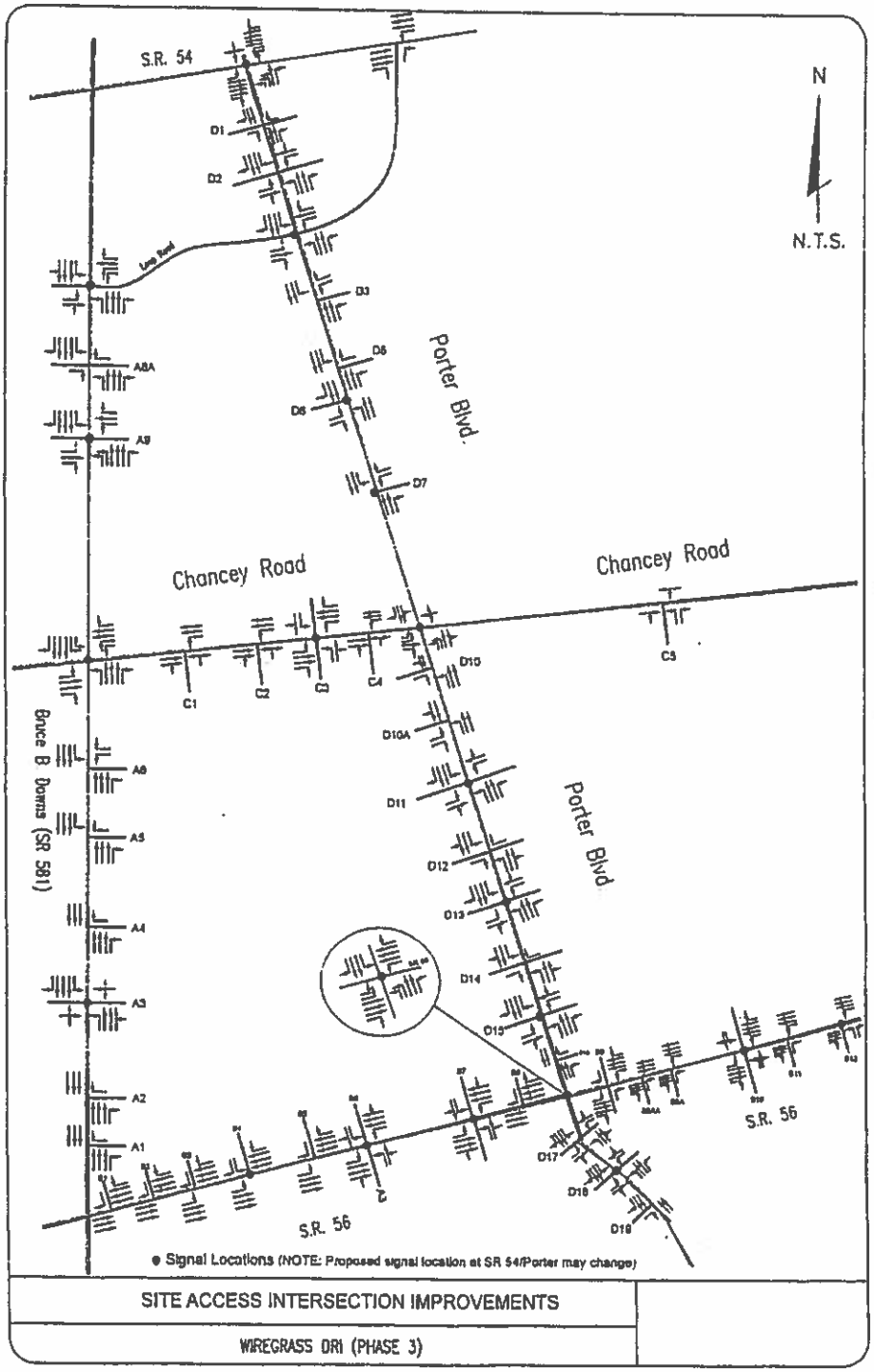


EXHIBIT J

1 of 2

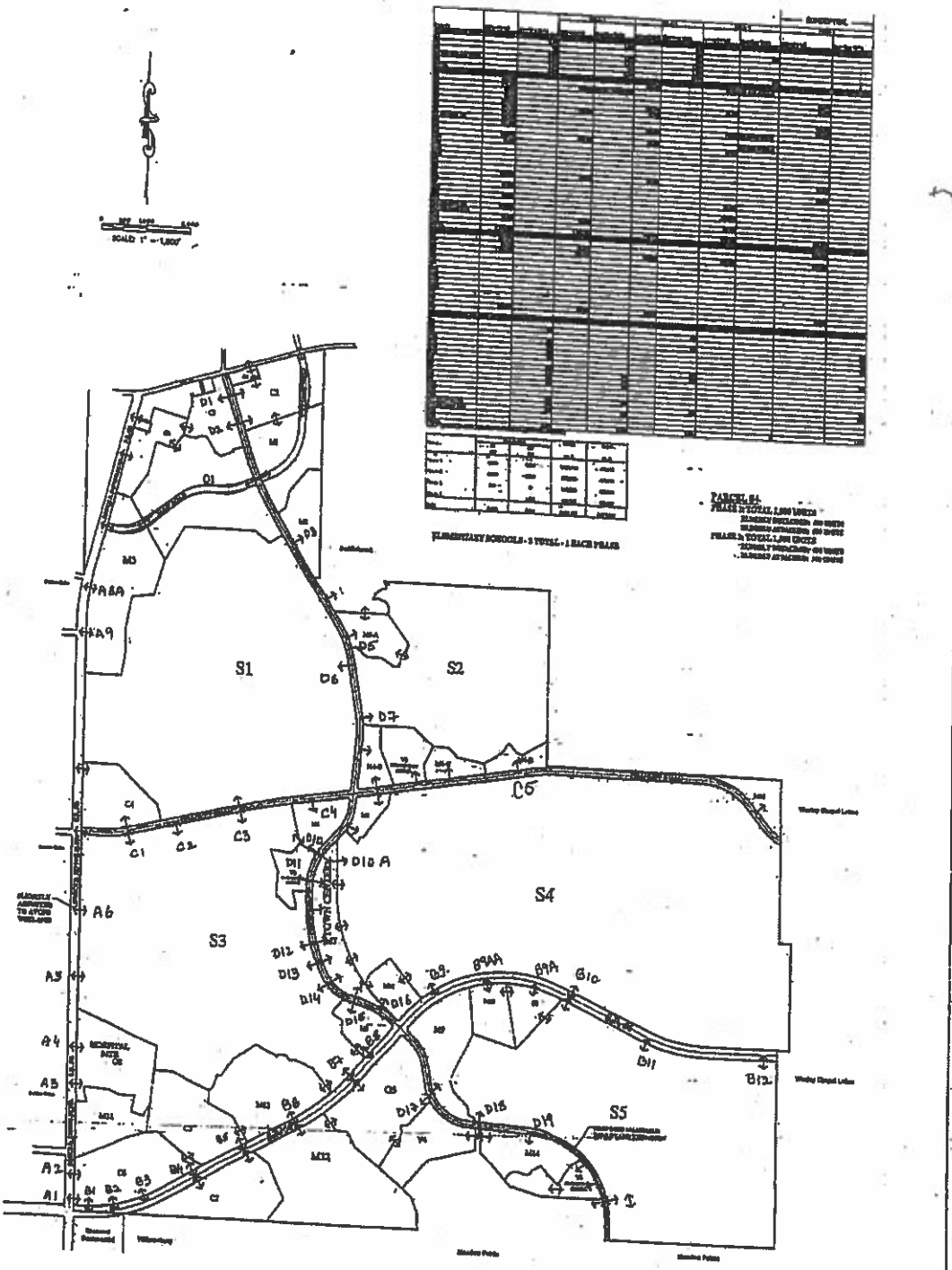


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EXHIBIT J
2 of 2

TABLE 1
PROPOSED MITIGATION FOR WIREGRASS DRI - PHASE 1
Date 1/18/13

Item	Description	Improvement	Cost/Mile (D7 June 2012)	Reference	Link Length (feet)	Link Length (mile)	Total Project Cost Source: District 7 June 2012 Cost	Percentage Proportionate Share Credit	Total Proportionate Share Credit (D7 June 2012)
1	SR 56/ SR 581 (FDOT ultimate intersection)	n/a	n/a	Proportionate Share Tables	n/a	n/a	$2,337,528	100%	$2,337,528
2	SR 56 - from SR 581 to Wiregrass Ranch Blvd.	2 lanes to 6 lanes	n/a	Proportionate Share Tables	8,501	1.61	$15,609,375	100%	$15,609,375
3	SR 56 - from Wiregrass Ranch Blvd. to Meadow Pointe Blvd.	2 lanes to 4 lanes	n/a	Proportionate Share Tables	8,976	1.70	$10,095,662	100%	$10,095,662
4	Mansfield Blvd. - from SR 56 to School Entrance	New 4 lanes	$7,331,004	VII	3,035	0.57	$4,213,939	50%	$2,106,969
5	[1]581 Bypass/Loop Road	New 4 lanes	$11,877,250	I	8,976	1.70	$20,191,325	100%	$20,191,325
6	[2]SR 54 ROW Acquisition Fund	n/a	n/a	n/a	n/a	n/a	$5,000,000	100%	$5,000,000
7	Park & Ride Facility	n/a	n/a	Meeting 07/12/07	n/a	n/a	TBD	100%	TBD
						Total	$57,447,829		$55,340,859

Note:
1)[1] Realignment length was taken from County's Mitigation Proposal 06/13/07
2)[2] To Be paid on a "per trip" basis from the inception of Phase 1 development.
3) Concept plan costs were reduced by 48.24%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2012.

Source:

Table 1A- Obtained from District 7 Transportation Cost Estimates (June 2012)

Ref.	Urban Road	District 7 June 2012 Costs		
		Construction Cost Per Mile	Design & CEI Cost Per Mile	Total Cost Per Mile
I	6 Lane Roadway	$11,186,843	$3,356,053	$14,542,896
II	4 Lane Roadway	$9,136,346	$2,740,904	$11,877,250
III	2 Lane Roadway	$6,472,344	$1,941,703	$8,414,047
VI	Add Lanes(2 to 4)	$7,088,925	$2,126,678	$9,215,603
V	Add Lanes(4 to 6)	$7,833,837	$2,350,151	$10,183,988

Table 1B- County Methodology for Cost Calculations

Ref.	Urban Road	District 7 June 2012 Costs				
		FDOT Subtotal Construction Cost Per Mile	Pasco County Construction Cost Per Mile	Design & CEI Cost Per Mile	Scope Contingency	Total Cost Per Mile
VI	6 Lane Roadway	$8,949,474	$7,607,053	$608,564	$760,705	$8,976,322
VII	4 Lane Roadway	$7,309,077	$6,212,715	$497,017	$621,272	$7,331,004
VIII	2 Lane Roadway	$5,177,876	$4,401,195	$352,096	$440,119	$5,193,410
IX	Add Lanes(2 to 4)	$5,671,140	$4,820,469	$385,638	$482,047	$5,688,153
X	Add Lanes(4 to 6)	$6,267,070	$5,327,010	$426,161	$532,701	$6,285,871

Calculation:
1.Subtotal construction cost per mile was taken from District 7 June 2012 costs.
2. Total construction cost per mile is 85% of FDOT District 7 June 2012 costs.
3. Design and CEI is 8% of the Pasco County construction costs.
4. Contingency cost is 10% of the Pasco County construction cost.

EXHIBIT "I" - Page 2 of 10

Exhibit I (Continued from Pages 1 & 2)

Wiregrass DRI Transportation Mitigation Terms and Conditions:

1. The Master Developer and the County have agreed on the specific pipeline projects required for Phase 1 as identified on Page 1 of this Exhibit I. Each and every one of the pipeline projects listed on Page 1 of this Exhibit I consists of one or more mobility improvements that will benefit a regionally significant transportation facility. For purposes of proportionate share credits, the cost estimates on Page 1 of Exhibit I shall be used for all the pipeline projects, except for the Park and Ride Facility, Pipeline Project 7, for which a conceptual cost estimate is not available, in which case the cost estimate is "To Be Determined", or "TBD", by agreement between the County and the Master Developer. The total cost for Pipeline Projects 1-6 exceed and fully satisfy the proportionate share contribution for Wiregrass Ranch DRI without regard for Pipeline Project 7 for which a cost has yet "To Be Determined". To the extent the total costs of all pipeline projects for Wiregrass Ranch DRI, as set forth on Page 1 of this Exhibit I and the DA, exceed the proportionate share contribution for the Wiregrass Ranch DRI, and to the extent that proportionate share continues to be a requirement of the Wiregrass Ranch DRI, then such credit excess shall be applied to the proportionate share contribution calculated or required for future additional entitlements not currently included in Phase I, at the time the proportionate share contribution for such future entitlements is calculated.

2. As reflected in the tables set forth on page 1 of this Exhibit I, Wiregrass DRI shall receive proportionate share credit for the pipeline projects to the extent, and as set forth, on Page 1 of this Exhibit I. All such proportionate share credits shall be provided at the same cost as set forth in this Exhibit I (except for the Pipeline Project 7 for which cost estimates are "TBD" as set forth in Note 1, above), regardless of the actual cost of construction for such pipeline project. Such cost estimates shall not be binding on the County for purposes of mobility fee credits, which shall be determined based on actual construction costs, and in accordance with the requirements of the DA.

3. The deadlines for provision of a letter of credit, bond, or other form of financial assurance acceptable to the County for each pipeline project are set forth in the tables contained on Page 1 of this Exhibit I. Similarly, the deadline for each construction commencement date is set forth in these tables. All construction completion deadlines shall be two (2) years after the commencement of construction, unless extended in the DA or otherwise agreed to in writing by the County (based upon particular circumstances related to such pipeline). For purposes of these deadlines, construction "commencement" shall be defined as the date that a bid package is submitted to the County for the applicable pipeline project in accordance with the requirements of the DA, and construction "completion" shall be defined as the date that applicable pipeline project is open to the traveling public and the required maintenance guarantee has been provided.

4. The cost basis for the proportionate share obligation for each pipeline improvement and proportionate share credits is set forth on page 1 of this Exhibit I. With respect to FDOT projects, the June 2012 cost estimates published by FDOT District 7 have been utilized, as required by FDOT. The remaining Phase 1 pipeline projects that require construction (the 581 Bypass/Loop and Park & Ride Facility) shall be constructed by the Master Developer, or its designee, regardless of actual cost. In the event the FDOT published cost figures utilized herein for the current DRI proportionate share calculations are decreased subsequent to adoption of this DO, and to the extent proportionate share remains a requirement of the Wiregrass Ranch DRI, then the Applicant/Owner shall have the right to recalculate the required proportionate share amount for Phase 1 based upon such adjusted FDOT cost figures. Any required adjustment shall be substituted as Exhibits H and I to this DO, after approval thereof by the County, and required adjustments shall be reflected by appropriate amendment(s) to any related DA for Wiregrass Ranch DRI.

5. To the extent that the Proportionate Share remains a requirement of the Wiregrass Ranch DRI and it exceeds the transportation mitigation measures set forth in Exhibit I and the DA, the Project shall receive proportionate share credit for Exempt Uses. Pasco County shall address and be responsible for the proportionate share credit amount for compliant Exempt Use (as defined in the DO) entitlements and uses and entitlements identified in Section 4.a(5) of the DO through the application of mobility fees or other revenue sources toward one or more of the improvements listed in Exhibit H (the Proportionate Share Calculation Table) or toward alternate road or mobility improvements that benefit the improvements in Exhibit H. Furthermore, to the extent that the proportionate share remains a requirement of the Wiregrass Ranch DRI, and to the extent that the costs of the transportation mitigation measures set forth in Exhibit I and the DA continue to exceed the proportionate share, the Master Developer may add to this DRI new Exempt Use entitlements without additional DRI and County transportation mitigation.

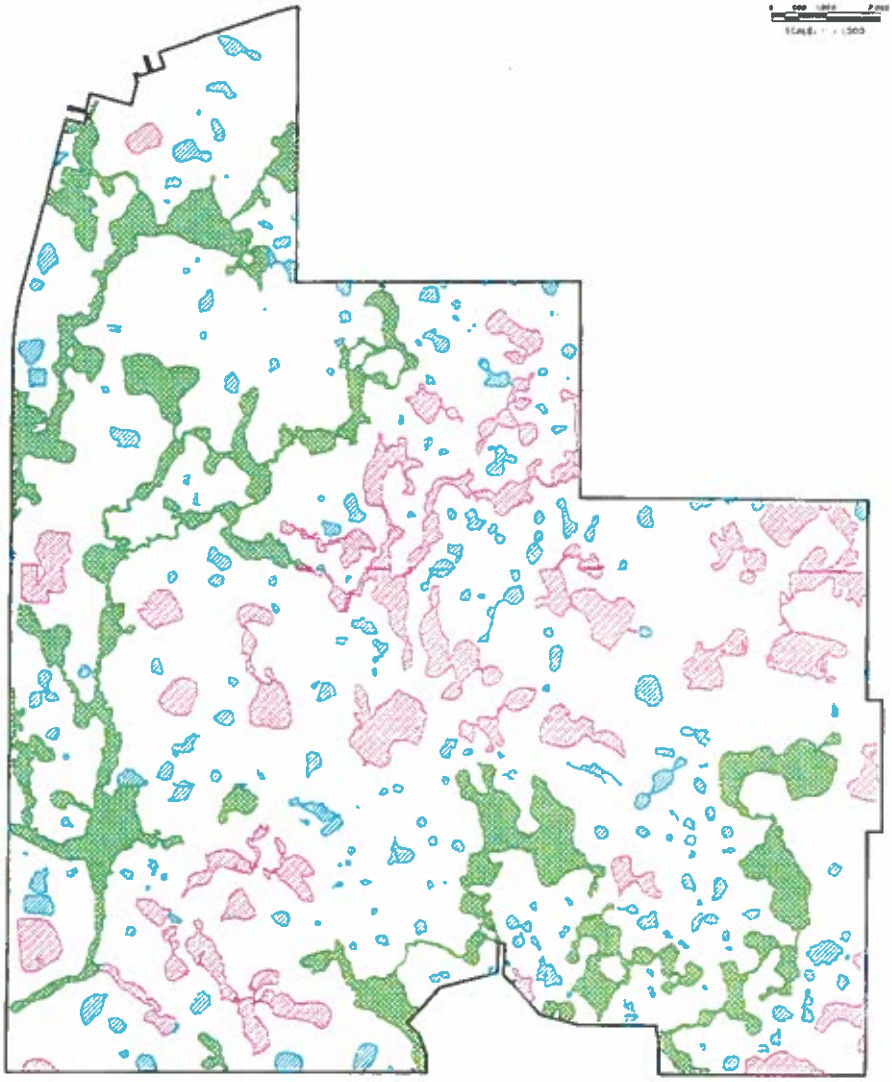
6. Mobility fee credits will be provided (and may be assigned) in accordance with the DO and the DA and the County's mobility fee regulations. Without limiting the foregoing sentence, and for additional clarification, with respect to the Western Portion of Chancey Road from SR 581 to Wiregrass Ranch Boulevard referenced in Exhibit S of the DA, the County has agreed that, notwithstanding the elimination of the Western Portion of Chancey Road as a Pipeline Project, the mobility fee credits shall be awarded subject to the terms and conditions of the DA and the separate future DA for the Western Portion of Chancey Road.

7. The alignment for the 581 Bypass/Loop Road through Wiregrass DRI shall be mutually agreed by the Applicant/Owner and the County. The County agrees that impacts to wetlands shall be avoided where practical, provided that County road design requirements can be met, and provided that the alignment is flexible to allow Wiregrass DRI to maximize the feasibility and marketability of frontage parcels along the 581 Bypass/Loop Road (due to the increased quantity of donated right-of-way acreage that is required for such re-alignment). The County also agrees to support the request for signalization at the Wiregrass Ranch Blvd. and the 581 Bypass/Loop Road intersections at SR 54, subject to the FDOT design approval and permitting process for such signalization. No frontage road system will be required within Wiregrass DRI for the 581 Bypass/Loop Road, due to the increased quantity of donated right-of-way that is required for such pipeline project, provided however, that appropriate interconnects will be required between adjacent parcels in accordance with LDC.

8. The Phase 1 SR 54 Right-of-Way fund contribution (Curley Road to Morris Bridge Road) shall be made on a per-trip basis, at the rate of $576.57 per trip ($5,000,000/8,672 peak hour

trips in the original Phase I analysis), payable at the same time as mobility fees through the permitting of Phase 1 entitlements until the total $5,000,000 is paid to the County, but in any event prior to March 1, 2026. Once the total aggregate contribution of all the SR 54 Right-of-Way fund being paid to the County equals $5,000,000, no additional SR 54 Right-of-Way payments shall be required for any remaining Phase 1 entitlements. No bond or other form of financial assurance is required for this mitigation item. The payment of the Phase 1 SR 54 Right-of-Way fund is in addition to any transportation impact or mobility fees that may be required. Payment of the SR 54 Right of Way Fund shall be fully creditable to the Master Developer toward mobility fees in accordance with the DO and the DA.

9. The Park & Ride Facility (Pipeline Project 7) may be located by the Master Developer within Parcel O2. Unless the Master Developer and the County agree otherwise, the facility shall consist of 150 parking spaces to be designed, permitted and constructed by Master Developer, or its designee. Fee simple ownership and use of the land containing the facility may remain titled in owner or its designee, and a permanent, non-exclusive easement agreement for use of the 150 park-and-ride spaces (or other amount agreed to by the Master Developer), in favor of the County or its designated agency, shall suffice for dedication or provision of said facility as the required mitigation pipeline contemplated herein. The Park and Ride Facility shall also be made available to the Hillsborough Regional Transit Authority (HARTline). The required easement agreement for Pipeline Project 7 shall be provided no later than December 31, 2013 by Master Developer or its designee.



LEGEND

CATEGORY I

CATEGORY II

CATEGORY III

NOTE:
WETLAND LIMITS AND CATEGORIZATION SHOWN ARE A COMBINATION OF APPROVED DELINEATIONS AND PRELIMINARY ESTIMATES AND MAY BE SUBJECT TO REVISION DURING FINAL AGENCY REVIEW AND PERMITTING.

EXHIBIT K
PRELIMINARY WETLAND CATEGORY EXHIBIT
WIREGRASS
PASCO COUNTY, FLORIDA

PREPARED BY:

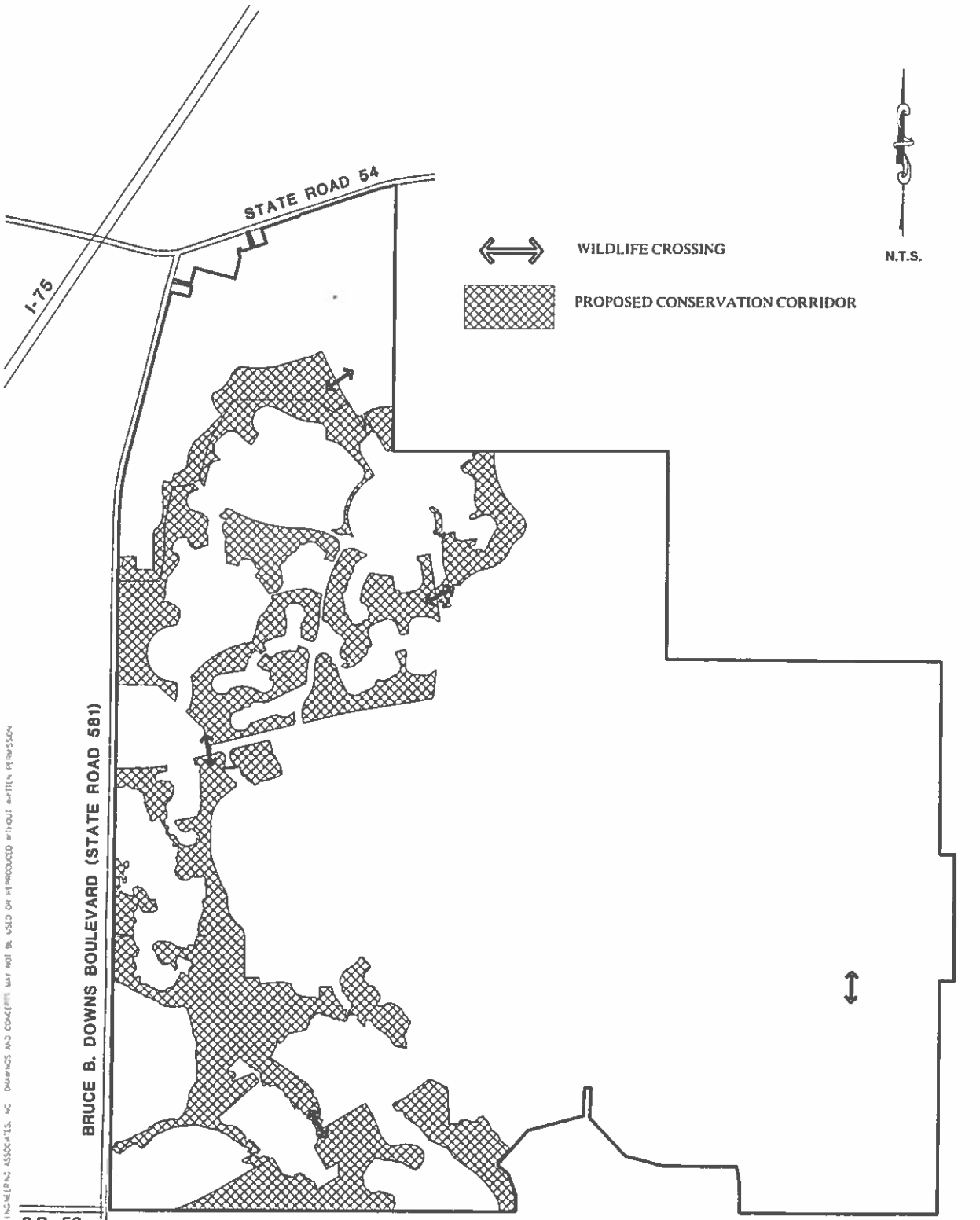
King
ENGINEERING ASSOCIATES, INC

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

EXHIBIT L

WIREGRASS RANCH DRI NO. 260

CONSERVATION CORRIDOR



H:\PLANNING\projects\3778\001\000\NOPC 4\Exhibit L- Cons Corridor\Exhibit-L.dwg, May 7, 2013 2:47 PM, CLARK C. LOHMILLER, King Engineering Associate Inc.
COPYRIGHT 2012 KING ENGINEERING ASSOCIATES, INC. DRAWINGS AND CONCEPTS MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN PERMISSION

WIREGRASS DRI PASCO COUNTY, FLORIDA	**DEVELOPMENT ORDER** **EXHIBIT L** CONSERVATION CORRIDOR	King ENGINEERING ASSOCIATES, INC.	JOB NO. 3778-001-000 DATE: 12-12-12 SCALE: N.T.S.

EXHIBIT M

WIREGRASS RANCH DRI NO. 260

SETTLEMENT AGREEMENT WITH PASCO COUNTY AND FLORIDA DEPARTMENT OF TRANSPORTATION DATED DECEMBER 22, 2006*

***INCORPORATED BY REFERENCE**

EXHIBIT N

WIREGRASS RANCH DRI NO. 260

AGREEMENT WITH SCHOOL BOARD

AGREEMENT FOR SALE
WIREGRASS RANCH SCHOOL SITES

THIS AGREEMENT is made and entered this 2nd day of March, 2004, by and between Wiregrass Ranch, Inc., a Florida corporation, hereinafter referred to as "Seller," and The School District for Pasco County, Florida ("School District"), a political subdivision of the State of Florida, also referred to as "Buyer."

1. Sale of Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, certain unimproved land in Pasco County, Florida, as follows:

(a) High School Parcel. Seller shall sell and the School District shall purchase that certain parcel depicted on Exhibit "A" hereto as the "High School Parcel" and which is preliminarily described on Exhibit "B" hereto, containing approximately 59.12 gross acres, of which approximately 50.69 acres are uplands (net of jurisdictional wetlands). The precise legal description for the High School Parcel shall be provided to the parties by survey pursuant to paragraph 5 below, which survey legal description shall be used for the deed and title policy for the High School Parcel. Simultaneous with the conveyance of the High School Parcel to Buyer, Seller also shall convey the Access Parcel depicted on Exhibit A hereto and described on Exhibit "E" hereto, to Buyer, for no additional consideration, which conveyance shall be subject to Seller's retained easement rights and Buyer's construction obligations pursuant to paragraphs 14(c)iii, below. Buyer may subsequently dedicate such Access Parcel to Pasco County Florida, as public right-of-way, or may dedicate same to the Community Development District for Wiregrass Ranch.

(b) Middle School Parcel. Seller shall sell and the School District shall purchase that certain parcel depicted on Exhibit "A" hereto as the "Middle School Parcel" and which is preliminarily described on Exhibit "C" hereto, containing approximately 29.192 gross acres, of which approximately 27.30 acres are upland (net of jurisdictional wetlands). The precise legal description for the Middle School Parcel shall be provided to the parties by survey pursuant to paragraph 5 below, which survey legal description shall be used for the deed and title policy for the Middle School Parcel.

(c) Drainage/Mitigation Parcel. Simultaneously with the Initial Closing (as described in paragraph 8, below), and for no additional consideration beyond the Purchase Price for the High School Parcel and the Middle School Parcel (as set forth in paragraph 2, below), Seller shall convey to Buyer that certain Drainage/Mitigation Parcel depicted on Exhibit "A" hereto and described on Exhibit "D" hereto, containing 38.30 gross acres, more or less; provided, however, that the conveyance of the Drainage/Mitigation Parcel shall be subject to the following easements, covenants and restrictions: (i) Seller shall retain a permanent exclusive easement over, under, and across the Drainage/Mitigation Parcel for purposes of drainage retention, detention, and/or conveyance of stormwater, excavation of borrow pits for fill dirt material, flood plain compensation and/or mitigation, upland habitat preservation and/or mitigation, and wetland or other environmental mitigation, including, without limitation, ingress-egress rights for initial excavation, construction or creation, and for maintenance of any facilities, mitigation areas, or other such use therein; and (ii) Buyer's utilization of said Drainage/Mitigation Parcel shall be

limited to (x) construction and use of a secondary access roadway as generally depicted on Exhibit "A" hereto, not to exceed 60 feet in width (inclusive of pavement, slopes, sidewalks, drainage, etc.), (y) construction of a landscape, fence, wall or other buffer area along the southern boundary of said Drainage/Mitigation Parcel, and (z) passive educational uses not inconsistent or incompatible with Seller's retained easement rights as set forth in (i) above. It is expressly understood and agreed that Seller's easement rights hereunder may include creation and maintenance of a master drainage and/or environmental mitigation bank for the Wiregrass Ranch project. The permitting, construction and maintenance of the secondary access roadway, any buffer area, and any education use pursuant to (ii), above, shall be at Buyer's sole cost and expense. In the event the proposed location of the secondary access road is not practical due to environmental permitting constraints, Seller and Buyer shall cooperate in good faith to locate a suitable secondary access roadway location for Buyer.

(d) Elementary School Parcels. In addition to the High School Parcel, the Middle School Parcel, and the Drainage/Mitigation Parcel, Seller has agreed to sell, and Buyer has agreed to buy, three (3) elementary school parcels within the Wiregrass Ranch master planned project (collectively the "Elementary School Parcels"). The precise location of each Elementary School Parcel is not yet determined by the parties, but shall be determined during the planning and approval process for Wiregrass Ranch, based upon the following criteria: (i) each Elementary School Parcel shall contain approximately fifteen (15) upland acres, net of jurisdictional wetlands; (ii) each Elementary School Parcel shall be accessed via a local roadway or street, rather than S.R. 56, Porter Boulevard, or Chancey Road, if feasible; and (iii) Seller and Buyer mutually shall cooperate in good faith to locate one such elementary school site north of Chancey Road, one site between Chancey Road and S.R. 56, and one site south of S.R. 56, within the Wiregrass Ranch project, subject to planning, permitting and approval requirements, and project development design criteria for Wiregrass Ranch. The precise location and survey legal description for each Elementary School Parcel shall be provided pursuant to paragraph 5, below, within two hundred seventy (270) days after the Effective Date of this Agreement, or sooner with the mutual approval of Seller and Buyer as to any such parcel. Once procured, the survey legal description shall be utilized for the deed and title policy for each Elementary School Parcel.

(e) Option Parcel. In addition to the High School Parcel, Middle School Parcel, and three (3) Elementary School Parcels to be purchase by Buyer hereunder, Seller also has agreed to provide Buyer with an option to purchase a fourth (4th) elementary school parcel within Wiregrass Ranch (the "Option Parcel"), which may be exercised by Buyer and closed upon at any time within five (5) years after the Initial Closing (as defined below) for the High School Parcel and the Middle School Parcel, on the following terms and conditions: (i) the Option Parcel shall contain approximately fifteen (15) upland acres, net of jurisdictional wetlands; (ii) the Option Parcel site shall be mutually selected by Buyer and Seller, subject to the locational criteria set forth above for the Elementary School Parcels, and (iii) the Purchase Price for the Option Parcel shall be the same per acre rate as set forth herein for the High School Parcel, Middle School Parcel, and three (3) Elementary School Parcels to be purchased by Buyer hereunder.

The deed for each parcel shall contain restrictions limiting the use of the parcel to schools, public arts, education, and/or recreational purposes.

2. Purchase Price. Seller and Buyer agree that the Purchase Price for all of the purchase parcels hereunder (excluding the Drainage/Mitigation Parcel and the Access Parcel), including the High School Parcel, Middle School Parcel, three (3) Elementary School Parcels, and Option Parcel (if exercised by Buyer), shall be calculated at the rate of Fifty Thousand Dollars ($50,000.00) per upland acre, net of jurisdictional wetlands (except as provided in paragraph 2(b), below). The Purchase Price shall be paid in cash at Closing for each of the respective parcels, by cashier's check, wire transfer, or official School District check, after adjustment for closing costs and prorations, if any, as provided for herein. With respect to the acreage for each parcel, the Purchase Price shall be calculated as follows:

(a) Survey Acreage. The Wiregrass Ranch project surveyor, King Engineering Associates, Inc., Tampa, Florida, shall prepare the certified survey for each parcel pursuant to the criteria set forth in this Agreement. The survey shall include a calculation of the gross upland acres, net of jurisdictional wetlands, calculated to the nearest one-hundredth (.01) acre. The gross upland acreage shall include any private access roadway (other than the Access Parcel) provided for such parcel to connect to a public right-of-way within Wiregrass Ranch, as well as any interior, isolated wetland jurisdictional area within the parcel that is to be mitigated for by Buyer within the Drainage/Mitigation Parcel or on other land provided by Seller, pursuant to paragraph 2(b), below. Buyer shall not be required to pay for wetland acreage that is not to be impacted and mitigated for by Buyer.

(b) Mitigation for Wetland Impacts. In the event the High School Parcel or the Middle School Parcel contain one or more interior, isolated jurisdictional wetlands which Buyer desires to impact and mitigate for incident to its site development of such parcel, then such on-site wetland impact area shall be treated as "upland area" for purposes of calculating the Purchase Price for said parcel; provided, however, that Seller then shall provide to Buyer up to three (3) acres of off-site mitigation land for each such interior, on-site acre to be impacted, at no additional land cost to Buyer. The location of such off-site mitigation area shall be determined by Seller in accordance with the Wiregrass Ranch master plan and the requirements of all agencies having jurisdiction thereover, and may be within the Drainage/Mitigation Parcel. The cost of constructing and planting all such off-site mitigation areas desired by Buyer shall be paid for by Buyer, including the cost of permitting with respect thereto. Buyer shall engage King Engineering Associates, Inc., to perform all environmental permitting for such impacts and mitigation.

(c) Any survey prepared hereunder for any parcel shall be subject to revision to reflect any relocation of nearby or adjacent public roadways, or private roadways, or drainage or other utilities, or other requirements for adjacent development parcels including governmental approval or project design or permitting requirements, in Seller's reasonable discretion, provided that the net upland acreage for the High School Parcel shall remain not less than fifty (50) acres, for the Middle School Parcel not less than twenty-five (25) acres, and for each of the Elementary

2010125587

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

Rcpt:1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D. PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 776

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

SR 56 Commercial Parcel, a portion of Parcel C6

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to GOODFOREST LLC, a Florida limited liability company, maintaining a principal place of business of 50 Public Square, Suite 1100, Cleveland, Ohio 44113 ("Goodforest") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 172,500 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as the "SR 56 Commercial Parcel", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to the SR 56 Commercial Parcel, including, but not limited to, the Development Rights Agreement dated January 30, 2008 and recorded in Book 7751, Page 952 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H Porter
Print: William H. Porter
Title: President
Date: 9/1/10

Witness: Scott Sheridan
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrell III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced Fl DL P636-928-52-453-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By:
Print: David J. Evans
Title: Manager
Date: Sept 1, 2010

Witness: Scott Sheridan
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrell III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced Fl DL E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SR 56 COMMERCIAL PARCEL, A PORTION OF PARCEL C6

ALL THAT PORTION OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 3 AND 4, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S89°58'40"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD – A 200' R/W); THENCE N00°29'34"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 125.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N00°29'34"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1010.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N72°15'04"E, A DISTANCE OF 85.00 FEET; THENCE S50°28'38"E, A DISTANCE OF 75.00 FEET; THENCE N59°10'51"E, A DISTANCE OF 535.00 FEET; THENCE N84°26'10"E, A DISTANCE OF 210.00 FEET; THENCE N62°14'03"E, A DISTANCE OF 43.47 FEET; THENCE N44°47'06"E, A DISTANCE OF 61.21 FEET; THENCE N56°28'07"E, A DISTANCE OF 87.31 FEET; THENCE N61°57'11"E, A DISTANCE OF 39.49 FEET; THENCE N44°20'16"E, A DISTANCE OF 48.69 FEET; THENCE N52°42'43"E, A DISTANCE OF 62.69 FEET; THENCE N47°35'43" E, A DISTANCE OF 54.48 FEET; THENCE N85°30'57"E, A DISTANCE OF 79.15 FEET; THENCE S82°54'03"E, A DISTANCE OF 53.61 FEET; THENCE N78°01'35"E, A DISTANCE OF 39.60 FEET; THENCE N64°21'53"E, A DISTANCE OF 36.83 FEET; THENCE S00°29'39"W, A DISTANCE OF 1355.62 FEET TO THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 56; THENCE ALONG SAID RIGHT-OF-WAY 1121.46 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3255.00 FEET, DELTA 19°44'26"; CHORD AND BEARING OF S80°09'07"W, 1115.92 FEET; THENCE N89°58'40"W, A DISTANCE OF 222.16 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 36.712 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

4. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: Wal-Mart Stores East, LP
   DRI Entitlements: 217,522 square feet of retail entitlements
   Parcel: Portion of Parcel C2 (the "Wal-Mart Parcel") (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1B

2010125588

Rept: 1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 780

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Wal-Mart Parcel, a portion of Parcel C2

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to WAL-MART STORES EAST, LP, a Delaware limited partnership authorized to transact business in Florida, maintaining a principal place of business of 702 S.W. 8th Street, Bentonville, Arkansas 72716-0555 ("Wal-Mart") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 217,522 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as the "Wal-Mart Parcel", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to the Wal-Mart Parcel.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter

Print: William H. Porter

Title: President

Date: 9/1/2010

Witness: Scott Sheridan

Printed Name: Scott Sheridan

Witness: William W. Merrill III

Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By: _____

Print: David J. Evans

Title: Manager

Date: Sept. 1, 2010

Witness: Scott Sheridan

Printed Name: Scott Sheridan

Witness: William W. Merrill III

Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF THE WAL-MART PARCEL, A PORTION OF PARCEL C2

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 388.14 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE S.18°18'45"E., A DISTANCE OF 925.00 FEET; THENCE S.18°18'45"E., A DISTANCE OF 432.95 FEET; THENCE S.71°41'15"W., A DISTANCE OF 259.57 FEET; THENCE S.17°43'05"E., A DISTANCE OF 39.89 FEET; THENCE S 67°19'14" W., A DISTANCE OF 293.50 FEET; THENCE N 62°05'36" W., A DISTANCE OF 146.12 FEET; THENCE N.33°50'30"W., A DISTANCE OF 404.45 FEET; THENCE S 71°41'15" W., A DISTANCE OF 17.62 FEET; THENCE N 84°15'19" W., A DISTANCE OF 87.81 FEET; THENCE S 70°32'35" W., A DISTANCE OF 74.02 FEET; THENCE S 50°09'28" W., A DISTANCE OF 42.27 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE; THENCE 172.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET, DELTA 17°55'20", CHORD AND BEARING OF N.84°19'34"W, 171.34 FEET; THENCE N.75°21'54"W., A DISTANCE OF 137.96 FEET; THENCE N.14°38'06"E., A DISTANCE OF 372.03 FEET; THENCE N.14°38'06"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 207.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 50.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 245.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 256.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.016 ACRES, MORE OR LESS

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

5. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: First Chapel Associates, LP
   DRI Entitlements: 9,978 square feet of retail entitlements
   Parcel: Portion of Parcel C2 (the "SR 54 Outparcels") (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1B

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

2010125589

Rcpt:1323704 Rec: 52.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 6
OR BK 8410 PG 784

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

SR 54 Outparcels, a portion of Parcel C2

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to FIRST CHAPEL ASSOCIATES LP, a Delaware limited partnership authorized to transact business in Florida, maintaining a principal place of business of 777 South Flagler Drive, Suite 1101-E, West Palm Beach, Florida 33401 ("First Chapel") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 9,978 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as "SR 54 Outparcels", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to SR 54 Outparcels, including, but not limited to, the Development Rights Agreement dated January 30, 2008 and recorded in Book 7751, Page 952 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter
Print: William H. Porter
Title: President
Date: 9/1/2010

Witness: Scott Sheridan
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL I636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By:
Print: David J. Evans
Title: Manager
Date: Sep. 1, 2010

Witness:
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF SR 54 OUTPARCELS, A PORTION OF PARCEL C2

PARCEL DESCRIPTION: WALMART OUTLOT "A" - LESS SIGN PARCEL

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 132.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, N 71°41'15" E., A DISTANCE OF 256.00 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., A DISTANCE OF 300.00 FEET; THENCE SOUTH 71 DEGREES 41 MINUTES 15 SECONDS WEST, A DISTANCE OF 254.00 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 215.64 FEET; THENCE NORTH 71 DEGREES 36 MINUTES 39 SECONDS EAST, A DISTANCE OF 10.36 FEET; THENCE NORTH 32 DEGREES 43 MINUTES 57 SECONDS EAST, A DISTANCE OF 12.39 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 25.24 FEET; THENCE NORTH 71 DEGREES 33 MINUTES 20 SECONDS EAST, A DISTANCE OF 159.00 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE SOUTH 71 DEGREES 33 MINUTES 20 SECONDS WEST, A DISTANCE OF 180.99 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 49.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.729 ACRES, MORE OR LESS.

PARCEL DESCRIPTION: WALMART OUTLOT "B"

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-

WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 528.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N.71°41'15"E., A DISTANCE OF 225.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 300.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PROPOSED PORTER BOULEVARD; THENCE N.18°18'45"W., ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.550 ACRES, MORE OR LESS

PARCEL DESCRIPTION: WALMART OUTLOT "C"

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 753.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: N.71°41'15"E., A DISTANCE OF 147.33 FEET; (2) N.18°18'45"W., A DISTANCE OF 20.00 FEET; (3) N.71°41'15"E., A DISTANCE OF 77.67 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 320.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET; THENCE N.18°18'45"W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.585 ACRES, MORE OR LESS

PARCEL DESCRIPTION: WALMART OUTLOT "D"

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58

FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 900.47 FEET; (6) THENCE N 18°18'45" W., A DISTANCE OF 20.00 FEET; (7) THENCE N 71°41'15" E., A DISTANCE OF 77.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N.71°41'15"E., A DISTANCE OF 225.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 320.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET; THENCE N.18°18'45"W., A DISTANCE OF 320.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.653 ACRES, MORE OR LESS

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

6. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: Sierra BBD Property, LLC
   DRI Entitlements: 2,000 single family residential dwelling units, of which 1380 units shall be detached single family residential dwelling units and 620 units shall be attached single family residential units (townhouse)
   Parcel: Parcel S1, Parcel S3A, and Parcel C4 (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1B

2010125590

Rcpt:1323704 Rec: 52.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 6
OR BK 8410 PG 790

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Parcel S1, Parcel S3A, and Parcel C4

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to SIERRA BBD PROPERTY, LLC, a Florida limited liability company, maintaining a principal place of business at 509 Guisando de Avila, Suite 200, Tampa, Florida 33613-5253 ("Sierra") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign entitlements consisting of 2,000 single family residential dwelling units, of which 1,380 units shall be detached single family residential dwelling units and 620 units shall be attached single family residential units (townhouse), pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as "Parcel S1", "Parcel S3A", and "Parcel C4", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order and the Entitlement Allocation Agreement dated August 9, 2007 and recorded in Book 7602, Page 629 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter
Print: William H. Porter
Title: President
Date: 9/1/2010

Witness: Scott Sheridan
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced Fl. DL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By:
Print: David J. Evans
Title: Manager
Date: Sep 1, 2010

Witness:
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced Fl. DL E152-170-49-296 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL S1, PARCEL S3A, AND PARCEL C-4

ALL THAT PORTION OF SECTIONS 17, 18, 19 & 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 2, 3 AND 4, OF SECTION 18 AND BEING A PORTION OF GOVERNMENT LOT 1, OF SECTION 19 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.89°58'40"E., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD - A 200' R/W); THENCE N.00°29'34"E., ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 10,048.57 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N.00°29'34"E., A DISTANCE OF 1,981.41 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.89°56'28"E., A DISTANCE OF 805.09 FEET; THENCE N.10°04'47"E., A DISTANCE OF 498.44 FEET; THENCE N.00°00'00"E., A DISTANCE OF 590.15 FEET; THENCE N.10°55'16"E., A DISTANCE OF 729.50 FEET; THENCE N.81°39'31"E., A DISTANCE OF 498.05 FEET; THENCE N.15°23'12"E., A DISTANCE OF 860.67 FEET; THENCE N.29°39'53"E., A DISTANCE OF 878.90 FEET; THENCE N.90°00'00"E., A DISTANCE OF 1,603.17 FEET; THENCE S.53°48'13"E., A DISTANCE OF 410.19 FEET; THENCE N.55°14'13"E., A DISTANCE OF 348.50 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED PORTER BOULEVARD (140' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. THENCE S.32°00'57"E., A DISTANCE OF 2,411.88 FEET TO A POINT OF CURVATURE; 2. THENCE 805.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,030.00 FEET, DELTA 22°44'38", CHORD AND BEARING S 20°38'38" E., 800.54 FEET; 3. THENCE S.09°16'19"E., A DISTANCE OF 1,197.44 FEET TO A POINT OF CURVATURE; THENCE 529.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 2,030.00 FEET, DELTA 14°56'01", CHORD AND BEARING S 01°48'19"E., 527.60 FEET; 4. THENCE S.05°39'41"W., A DISTANCE OF 1,104.54 FEET TO A POINT OF CURVATURE; 5. THENCE 65.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, DELTA 75°00'00", CHORD AND BEARING S.43°09'41"W., 60.88 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (140' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. THENCE S.80°39'41"W., A DISTANCE OF 1,324.57 FEET TO A POINT OF CURVATURE; 2. THENCE 647.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 8,070.00 FEET, DELTA 04°35'38", CHORD AND BEARING S 78°21'52" W., 646.86 FEET; 3. THENCE S.76°04'04"W., A DISTANCE OF 2,407.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE N.13°55'56"W., A DISTANCE OF 355.04 FEET; THENCE N.47°17'26"W., A DISTANCE OF 1,209.82 FEET; THENCE N.89°30'26"W., A DISTANCE OF 792.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 677.235 ACRES, MORE OR LESS.

AND

THAT PORTION OF SECTIONS 19 AND 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 2, 3 AND 4, OF SECTION 19 AND A PORTION OF GOVERNMENT LOTS 1 & 2, OF SECTION 30 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP
26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE NORTH 00°15'13" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2,642.48 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE NORTH 00°40'56" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2,641.89 FEET TO THE NORTHWEST CORNER OF SAID SECTION 30 AND THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE NORTH 00°31'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,552.85 FEET; THENCE LEAVING SAID LINE NORTH 83°07'00" EAST, A DISTANCE OF 111.56 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD, A 210' RIGHT-OF-WAY, 110' FROM CENTER OF RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1. NORTH 00°29'34" EAST, A DISTANCE OF 835.50 FEET; 2. NORTH 89°30'26" WEST, A DISTANCE OF 10.00 FEET TO A 200' RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (100' FROM CENTER OF RIGHT-OF-WAY); 3. NORTH 00°29'34" EAST, ALONG SAID LINE A DISTANCE OF 766.73 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (A 140' RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: 1. SOUTH 89°30'26" EAST, A DISTANCE OF 4.97 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; 2. NORTHEASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 56.07 FEET, A CENTRAL ANGLE OF 64°14'59", AND A CHORD BEARING AND DISTANCE OF NORTH 58°22'04" EAST, 53.18 FEET; 3. SOUTH 89°30'26" EAST, A DISTANCE OF 367.20 FEET TO A POINT OF CURVATURE; 4. EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,570.00 FEET, AN ARC LENGTH OF 647.04 FEET, A CENTRAL ANGLE OF 14°25'30", AND A CHORD BEARING AND DISTANCE OF NORTH 83°16'49" EAST, 645.33 FEET; 5. NORTH 76°04'04" EAST, A DISTANCE OF 795.54 FEET; THENCE LEAVING SAID LINE SOUTH 16°35'41" WEST, A DISTANCE OF 538.07 FEET; THENCE SOUTH 02°51'22" WEST, A DISTANCE OF 1,446.88 FEET; THENCE SOUTH 14°39'02" WEST, A DISTANCE OF 34.21 FEET; THENCE SOUTH 25°15'11" EAST, A DISTANCE OF 626.56 FEET; THENCE SOUTH 12°09'05" WEST, A DISTANCE OF 947.33 FEET; THENCE SOUTH 04°41'16" EAST, A DISTANCE OF 1,473.65 FEET; THENCE NORTH 78°21'22" WEST, A DISTANCE OF 395.52 FEET; THENCE NORTH 52°28'44" WEST, A DISTANCE OF 88.98 FEET; THENCE SOUTH 83°41'37" WEST, A DISTANCE OF 242.64 FEET; THENCE NORTH 65°48'39" WEST, A DISTANCE OF 630.02 FEET; THENCE NORTH 75°46'16" WEST, A DISTANCE OF 456.42 FEET; THENCE NORTH 89°27'52" WEST, A DISTANCE OF 104.12 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (A 200' RIGHT-OF-WAY, 100' FROM CENTER OF RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1. NORTH 00°29'34" EAST, A DISTANCE OF 1,718.35 FEET; 2. SOUTH 89°30'26" EAST, A DISTANCE OF 10.00 FEET TO A 210' RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (110' FROM CENTER OF RIGHT-OF-WAY); 3. NORTH 00°29'34" EAST, A DISTANCE OF 864.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 178.705 ACRES, MORE OR LESS.

AND

ALL THAT PORTION OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 1 AND 2, OF SECTION 19, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD - A 200' R/W); THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 8,671.21 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (A 140' RIGHT-OF-WAY) FOR A POINT OF BEGINNING; THENCE CONTINUE, NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1,377.36 FEET; THENCE LEAVING SAID LINE SOUTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, A DISTANCE OF 792.24 FEET; THENCE SOUTH 47 DEGREES 17 MINUTES 26 SECONDS EAST, A DISTANCE OF 1,209.82 FEET; THENCE SOUTH 13 DEGREES 55 MINUTES 56 SECONDS EAST, A DISTANCE OF 355.04 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. THENCE SOUTH 76 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 778.68 FEET TO A POINT OF CURVATURE; 2. THENCE 611.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 2,430.00 FEET, DELTA 14 DEGREES 25 MINUTES 30 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES 16 MINUTES 49 SECONDS WEST, 610.18 FEET; 3. THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 367.20 FEET TO A POINT OF CURVATURE; 4. THENCE 78.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, DELTA 90 DEGREES 00 MINUTES 00 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 30 MINUTES 26 SECONDS WEST, 70.71 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 44.487 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

7. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: Florida Hospital Zephyrhills, Inc.
   DRI Entitlements: 90,000 square feet of medical office entitlements and 100 hospital bed entitlements
   Parcel: Parcel O2 (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1A

2010125591

Rept:1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 796

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Parcel O2

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to FLORIDA HOSPITAL ZEPHYRHILLS, INC., a Florida corporation, maintaining a principal place of business of business of 7050 Gall Boulevard, Zephyrhills, Florida 33541 ("FHZ") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 90,000 square feet of medical office entitlements and 100 beds of hospital entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as Parcel O2, as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This assignment shall only become effective once the Resolution Adopting an Amended, Consolidated, and Restated Development Order Approving, with Conditions, the Wiregrass Ranch Development of Regional Impact No. 260, scheduled for adoption by the Pasco County Board of County Commissioners at a public hearing on September 7, 2010, is effective and no longer subject to appeal or challenge.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to Parcel O2.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter

Print: William H Porter

Title: President

Date: 9/1/2010

Witness:

Printed Name: SCOTT SHERIDAN

Witness:

Printed Name: WILLIAM W. MERRILL III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By:

Print: David J. Evans

Title: Manager

Date: Sept 1, 2010

Witness:

Printed Name: SCOTT SHERIDAN

Witness:

Printed Name: WILLIAM W. MERRILL III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL O2

THAT PORTION OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 AND GOVERNMENT LOTS 1, 2 AND 3 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE NORTH 00°40'56" EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 322.23 FEET; THENCE LEAVING SAID LINE, NORTH 89°59'11" EAST, A DISTANCE OF 109.20 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581, (BRUCE B. DOWNS BOULEVARD, BASED ON THE RIGHT-OF-WAY CONTROL SURVEY FOR COUNTY ROAD 581 SEGMENT 405492 1 PREPARED BY ECHEZABAL & ASSOCIATES, INC., FINAL DATE 7/21/05 AND THE POINT OF BEGINNING; THENCE NORTH 00°29'34" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 A DISTANCE OF 1,303.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 7602, PAGE 620, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS SOUTH 89°27'52" EAST, A DISTANCE OF 104.12 FEET; THENCE SOUTH 75°46'16" EAST, A DISTANCE OF 456.42 FEET; THENCE SOUTH 65°48'39" EAST, A DISTANCE OF 630.02 FEET; THENCE NORTH 83°41'37" EAST, A DISTANCE OF 242.64 FEET; THENCE SOUTH 52°28'44" EAST, A DISTANCE OF 88.98 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 5300, PAGE 1713; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 5300, PAGE 1713, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA SOUTH 17°08'23" EAST, A DISTANCE OF 406.24 FEET; THENCE SOUTH 08°35'31" WEST, A DISTANCE OF 55.29 FEET; THENCE SOUTH 20°56'46" EAST, A DISTANCE OF 187.10 FEET; THENCE SOUTH 01°11'14" EAST, A DISTANCE OF 132.14 FEET; THENCE SOUTH 08°18'53" WEST, A DISTANCE OF 85.50 FEET; THENCE SOUTH 04°23'06" EAST, A DISTANCE OF 250.82 FEET; THENCE SOUTH 01°25'46" WEST, A DISTANCE OF 103.27 FEET; THENCE SOUTH 00°47'20" EAST, A DISTANCE OF 88.53 FEET; THENCE SOUTH 01°41'15" EAST, A DISTANCE OF 100.25 FEET; THENCE SOUTH 31°35'03" WEST, A DISTANCE OF 206.97 FEET; THENCE SOUTH 25°56'27" WEST, A DISTANCE OF 75.83 FEET; THENCE NORTH 72°07'45" WEST, A DISTANCE OF 281.75 FEET; THENCE NORTH 13°08'45" EAST, A DISTANCE OF 364.40 FEET; THENCE NORTH 88°33'55" WEST, A DISTANCE OF 372.54 FEET; THENCE NORTH 65°48'44" WEST, A DISTANCE OF 215.81 FEET; THENCE NORTH 77°35'12" WEST, A DISTANCE OF 83.05 FEET; THENCE NORTH 86°50'56" WEST, A DISTANCE OF 477.21 FEET; THENCE SOUTH 00°22'35" WEST, A DISTANCE OF 104.74 FEET; THENCE SOUTH 03°46'07" EAST, A DISTANCE OF 62.94 FEET; THENCE SOUTH 16°52'44" EAST, A DISTANCE OF 98.01 FEET; THENCE SOUTH 03°44'29" EAST, A DISTANCE OF 74.82 FEET; THENCE SOUTH 89°59'10" WEST, A DISTANCE OF 220.76 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581; THENCE NORTH 00°29'34" EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 469.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.533 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

8. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: The District Board of Trustees of Pasco-Hernando Community College, Florida, a political subdivision of the State of Florida
   DRI Entitlements: 700 full time equivalent student entitlements
   Parcel: A portion of Parcel M18 and a portion of Parcel M13 (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1A

2010125592

Rcpt:1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 800

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Portions of Parcel M18 and Parcel M13

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to The District Board of Trustees of Pasco-Hernando Community College, Florida, a political subdivision of the State of Florida ("PHCC"), for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 700 full-time equivalent student entitlements for use as a community college pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as portions of Parcel M18 and Parcel M13, as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This assignment shall only become effective once the Resolution Adopting an Amended, Consolidated, and Restated Development Order Approving, with Conditions, the Wiregrass Ranch Development of Regional Impact No. 260, scheduled for adoption by the Pasco County Board of County Commissioners at a public hearing on September 7, 2010, is effective and no longer subject to appeal or challenge.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to Parcel M18 and M13.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter
Print: William H Porter
Title: President
Date: 9/1/2010

Witness:
Printed Name: SCOTT SHERIDAN

Witness:
Printed Name: WILLIAM W. MERRIWETHER

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL P636-928-52-953-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By:
Print: David J. Evans
Title: Manager
Date: Sep. 1, 2010

Witness:
Printed Name: SCOTT SHERIDAN

Witness:
Printed Name: WILLIAM W. MERRIWETHER III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF PORTIONS OF PARCEL M18 AND PARCEL M13

THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, SAID CORNER BEING THE COMMON CORNER OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SECTION 29 THE FOLLOWING TWO (2) COURSES: 1. NORTH 89°46'18" WEST, A DISTANCE OF 2,647.65 FEET TO THE SOUTH 1/4 CORNER OF SECTION 29; 2. NORTH 89°58'04" WEST, A DISTANCE OF 144.45 FEET; THENCE LEAVING SAID LINE, NORTH 00°06'28" EAST, A DISTANCE OF 330.06 FEET; THENCE NORTH 20°01'02" WEST, A DISTANCE OF 408.18 FEET; THENCE NORTH 48°19'03" WEST, A DISTANCE OF 283.03 FEET TO A POINT ON THE NORTHEASTERLY LINE OF PARCEL M12 AS DESCRIBED IN O.R. BOOK 6179, PAGE 783 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 50°42'55" WEST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL M12 A DISTANCE OF 1,139.21 FEET; THENCE LEAVING SAID LINE NORTH 42°31'25" EAST, A DISTANCE OF 1,159.01 FEET; THENCE NORTH 31°25'50" EAST, A DISTANCE OF 193.01 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 21.55 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 679.00 FEET, A CENTRAL ANGLE OF 01°49'05", AND A CHORD BEARING AND DISTANCE OF NORTH 32°20'23" EAST 21.55 FEET; THENCE NORTH 56°45'05" WEST, A DISTANCE OF 48.18 FEET; THENCE NORTH 33°45'37" EAST, A DISTANCE OF 150.56 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 487.08 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 36°00'36", AND A CHORD BEARING AND DISTANCE OF NORTH 51°45'55" EAST 479.11 FEET; THENCE NORTH 69°46'13" EAST, A DISTANCE OF 104.92 FEET TO THE POINT ON A NON-TANGENT CURVE TO THE LEFT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MANSFIELD BOULEVARD (A 140 FOOT RIGHT-OF-WAY) AS DESCRIBED IN O.R. BOOK 7802, PAGES 561 & 570 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1. SOUTHEASTERLY 1,306.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,070.00 FEET, A CENTRAL ANGLE OF 69°57'26", AND A CHORD BEARING AND DISTANCE OF SOUTH 51°24'13" EAST 1,226.80 FEET; 2. SOUTH 86°22'56" EAST, A DISTANCE OF 184.91 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF A A HIGH SCHOOL 120' ACCESS PARCEL AS DESCRIBED IN O.R. BOOK 5834, PAGE 826 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID ACCESS PARCEL, SOUTH 02°23'47" WEST, A DISTANCE OF 528.96 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF A HIGH SCHOOL PARCEL AS DESCRIBED IN O.R. BOOK 5834, PAGE 826 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID LINE SOUTH 75°15'08" WEST, A DISTANCE OF 1,105.62 FEET; THENCE SOUTH 41°40'57" WEST, A DISTANCE OF 878.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.565 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

For convenience of reference, Section 4.e as set forth in the Original DO as amended by the DO Amendment (Resolution 07-291 adopted on July 17, 2007, as amended by Resolution 08-06 adopted on October 9, 2007) states as follows:

e. Assignment of DRI Entitlements. Because the DRI entitlements authorized in this DO are not geographically assigned to specific development parcels within the DRI, the Applicant/Owner shall control the allocation and assignment of the phased entitlements to specific geographic parcels within the DRI Property, by written instrument executed by an authorized officer of Applicant/Owner. Prior to the issuance of any preliminary plan/ preliminary site plan within the DRI, the plan applicant must provide to the County an original, executed "Assignment of Wiregrass DRI Entitlements" that (i) specifically identifies the type and number of entitlements assigned to the specific DRI parcel(s) that is the subject of the permit application (i.e., 100,000 sf office use entitlements for Parcel 0-3); (ii) specifically states the DRI phase for which said entitlements are assigned (i.e., Phase 1, 2 or 3); and (iv) [sic] is dated, executed by the Applicant/Owner, and notarized. All such assignments of entitlements shall be reported in the next biennial report for the DRI.

#260

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Pasco 727.846.0904

www.kingengineering.com

Revised September 23, 2013
August 29, 2013

Ms. Cynthia Spidell
Pasco County
8731 Citizens Drive, Suite 320
New Port Richey, FL 34654

Re: Wiregrass Ranch DRI Land Use Exchange

Dear Cynthia:

Pursuant to the Wiregrass Ranch DRI #260 adopted Development Order Conditions 5.c.2, please accept this as official notice of the Master Developer's intent to utilize the Land Use Equivalency Matrix. Specifically, Locust Branch, LLC, is proposing to exchange 500,000 square feet of office in Phase 1 to 200,000 square feet of medical office.

Per the adopted Land Use Equivalency Matrix (Exhibit F) of the Development Order, 500,000 s.f. office x .40 = 200,000 s.f. medical office.

The requested change would result in 399,180 s.f. of medical office with 559,080 of office in Phase 1 remaining. This letter converts the total remaining office square footage in Phase 1 as shown.

By copy of this letter, the Master Developer is hereby notifying the Florida Department of Economic Opportunity (DEO) and the Tampa Bay Regional Planning Council (TBRPC) of the proposed exchange for their information as required by the adopted Development Order.

We trust that you will find our request consistent with both the adopted Development Order conditions and the Land Use Exchange Matrix (Exhibit F); however, should you have any questions, please do not hesitate to call either Bill Merrill at 941-366-8100 or myself at 813-880-8881. This requested exchange is to provide medical office entitlements to support several proposed new developments at Wiregrass Ranch and your expeditious processing of our request would be appreciated. Please let us know when this request will be added to the DRC agenda and is to be heard consistent with Development Order Condition 5.c.2. Upon your approval, we will report the stated exchange within the next biennial report.

Sincerely,

Scott D. Sheridan, RLA
Sr. Vice President

SDS/arb

Enclosure

cc: Chris Wiglesworth, DEO
John Meyer, TBRPC
Dawn Sutton, Pasco County
J.D. Porter, Wiregrass Ranch, Inc.
J. Michael Gramling, Locust Branch LLC
William Merrill, Esq., Icard Merrill et al.
File: 3778-001-000

#260

PASCO COUNTY, FLORIDA

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

PLANNING AND DEVELOPMENT DEPARTMENT
WEST PASCO GOVT. CENTER
8731 CITIZENS DRIVE, SUITE 230
NEW PORT RICHEY, FL 34654-5598

CERTIFIED MAIL NO. 7004 1160 0000 4437 6621
RETURN RECEIPT REQUESTED

June 17, 2013

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

RE: Wiregrass Ranch Development of Regional Impact #260
Development Order Amendment (NOPC #4)

Dear Mr. Meyer:

Enclosed please find an original Development Order for Wiregrass Ranch Development of Regional Impact #260 (Resolution No. 13-245), 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 Commissionerson June 11, 2013.

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

Sincerely,

Cynthia D. Spidell

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

Enclosure

THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO.** 13-245

A RESOLUTION AMENDING RESOLUTIONS 07-291, 08-06, 10-376, 10-399, 13-29 AND 13-99 FOR THE WIREGRASS RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 260.

WHEREAS, on December 27, 2004, in accordance with Section 380.06, Florida Statutes, as amended, Wiregrass Ranch, Inc. (Original Applicant/Owner) et. al. filed an Application for Development Approval (ADA) and five (5) Responses to Request for Additional Information for a Development of Regional Impact (DRI) known as Wiregrass Ranch DRI (Project); and,

WHEREAS, on July 17, 2007, in accordance with Section 380.06, Florida Statutes, the Pasco County Board of County Commissioners adopted Resolution 07-291 approving a development order for the Project (Original DO); and,

WHEREAS, on September 14, 2007, the State of Florida Department of Community Affairs (DCA) appealed Resolution No. 07-291 (Appeal); and,

WHEREAS, the primary basis for the Appeal was the lack of requirements in the Original DO for the identification of the Phase 2 and 3 proportionate share transportation mitigation for the Project; and,

WHEREAS, Pasco County and the Original Applicant/Owner disputed the allegations set forth in the Petition for Appeal; however, Pasco County and the Original Applicant/Owner agreed to enter into an agreement with the DCA pursuant Section 380.032(3), Florida Statutes to amicably resolve the concerns raised by the DCA in the Petition for Appeal; and,

WHEREAS, on September 25, 2007, the Board of County Commissioners approved the Section 380.032 (3) agreement with the DCA (DCA Agreement), which required the Board of County Commissioners to amend the Original DO, and specifically Note 1 to Exhibit I, to add additional requirements relating to the identification of the Phase 2 and 3 proportionate share mitigation, as more specifically set for the in the DCA Agreement (DO Amendment); and,

WHEREAS, the DCA Agreement also required the DCA to dismiss with prejudice the Petition for Appeal within five (5) days of Pasco County rendering the DO Amendment, and waived any appeal of the DO Amendment, provided the DO Amendment complied with the DCA Agreement; and such appeal was formally dismissed by the State of Florida Land and Water Adjudicatory Commission; and,

WHEREAS, the DCA Agreement also acknowledged that the DO Amendment did not require a Notice of Proposed Change (NOPC) or any additional regional review; and,

WHEREAS, the Board of County Commissioners found that the utilization of the Phase 2 and 3 proportionate share for facility or mobility improvements that benefit the Strategic Intermodal System, and specifically I-75 from the I-75/I-275 apex north to S.R. 52 or S.R. 54/56 east of U.S. 41, is (a) in the best interest of the citizens and businesses of Pasco County, the State of Florida, and the Wiregrass Ranch DRI, (b) consistent with the priorities established by Section 339.61(2), Florida Statutes, and (c) consistent with Pasco County's Comprehensive Plan financial feasibility requirements pursuant to Section 163.3177, Florida Statutes; and,

WHEREAS, on October 9, 2007, the Board of County Commissioners adopted the DO Amendment (Resolution No. 08-06), which amended the Original DO consistent with the DCA Agreement in order to settle the Appeal; and,

WHEREAS, on September 7, 2010 the Board of County Commissioners adopted an amended, consolidated and restated Development Order (Resolution 10-376) (Amended and Restated DO) which included the following changes:

1. Change the Applicant and Developer of Record to Locust Branch, LLC;
2. Modify the Land Use Equivalency Matrix (LUEM) attached hereto and incorporated herein as Exhibit F to a) update the LUEM to reflect allowable conversions consistent with the revised land use table, b) allow the introduction of light industrial uses through a land use exchange, c) revise the cap on conversions of approved uses from 10% per phase to 10% of the total specifically approved entitlements, and d) add a maximum/minimum table to the LUEM;
3. Amend the requirements for land use conversions;
4. Change name of Porter Boulevard to Wiregrass Ranch Boulevard;
5. Modify the Master Development Plan (Map H) to reflect: a) an exchange of locations and associated Project entitlements between Parcels O3 and M13; b) re-designation of Parcel V4 as Parcel M18 to allow mixed uses; c) addition of

50± acres of Parcel S3 to Parcel O3 to allow Office development; d) increase in the size of the Town Center (Parcel M7) to 138 acres and Parcel M15 by 10± acres; e) reduction in the size of Parcel S4 by 148± acres;

6. Modify Exhibit E/Map H-3 (Land Use Schedule) to reflect the changes in Parcel acreages and conceptual entitlement allocations;
7. Modify Exhibit I, the Wiregrass DRI Transportation Mitigation Terms and Conditions, to: a) reflect the renaming of Porter Boulevard to Wiregrass Ranch Boulevard; b) extend the due dates associated with the required performance guarantees; c) increase the Phase 1 proportionate share credit to reflect the hospital, medical office and hotel, employment center uses and community college limited exemption use; d) allocate entitlements attributable to each pipeline improvement; e) update the proportionate share mitigation dollar amount of phases 1-3 to reflect the Florida Department of Transportation July 2009 cost index and update Exhibit H, Proportionate Share Calculations as applicable;
8. Modify the Land use Table to a) correct a scriveners error to recognize that 1,000 not (400) of the Phase 1 and 1,500 (not 600) of the Phase 2 single-family residential units will be retirement housing; and b) to establish 99,180 sq. ft. of Medical Office as a subset of the approved 400,000 square feet of the Office uses approved for Phase 1 (which included 90,000 square feet assumed in the traffic study plus 9,180 square feet which corresponds to a reduction in 34 single-family residential units from Phase 3);
9. Extend the build-out dates associated with Phases 1-3 by three (3) years from December 31, 2016 to December 31, 2019 and the development order expiration date by three (3) years from December 31, 2020 to December 31, 2023;
10. Recognize the conversion of 84 single-family residential units from Phase 3 to a 707-student Community College campus advanced to Phase 1;
11. Amend the development order to correct various scrivener's errors and to provide for internal consistency within the development order;
12. Revise the required annual reporting requirement to biennial;
13. Define and explain the term "Limited Exemption" uses within the project;
14. Revise the assignment of DRI entitlements requirements and add an Exhibit Q which lists vested assignments for DRI entitlements;
15. Provide sub-phases for Phase 1 consistent with the revised Exhibit I;
16. Modify the GPS control point due date;
17. Acknowledge submittal and approval of the EMP and GSMP;
18. Amend the deadline for approval of the Development Agreement;
19. Modify the requirements for the Community and District Parks;
20. Revise the Master Development Plan (Map H) to reflect: a) an exchange of locations and associated conceptual entitlements on Exhibit E (Map H-3) between Parcel O3, M13, and a portion of S5; b) creation of Parcel M20 along S.R. 56; c) a decrease in Parcel S-5 by 118 acres d) an increase in Parcel O3 by 36 acres; e) addition of 50+ acres of Parcel S3 to Parcel M8 to allow mixed use;
21. (a) provide for Attractions and Recreation Facilities (ARF) as a new land use in the LEUM; convert and advance 837 SFD units from Phase 2 to 300,000 square feet of ARF in Phase 1A; (b) convert and advance 250 SFD units from Phase 3 to 360 hotel rooms in Phase 1A; (c) convert and advance 250,000 square feet of office in Phase 3 to 100,000 square feet of medical office in Phase 1A;

22. Further clarify land use exchange provisions and entitlement advancement provisions;
23. Correct scrivener's error to reflect the 18-hole golf course in Table 1; and,
24. Provide a revised severability clause; and,

WHEREAS, on September 21, 2010 the Board of County Commissioners adopted the DO Amendment (Resolution 10-399) which amended the Amended and Restated DO and which included the following changes:

1. Modify Subsection 1.e. of the Amended and Restated DO to reflect the changes in the Comprehensive Plan Future Land Use Classifications from MU (Mixed-Use), RES-3 (Residential – 3 du/ga) and CON (Conservation Lands) to PD (Planned Development) and CON (Conservation Lands); and
2. Modify Subsection 5.b(4)(a) of the DO to recognize the underlying Future Land Use classification change from MU (Mixed Use) to PD (Planned Development); and,

WHEREAS, on October 23, 2012, pursuant to Section 380.06(19(e)2.k, Florida Statutes, the Board of County Commissioners adopted the DO Amendment (Resolution 13-29) which amended the Amended and Restated DO and which included the following changes:

1. Revise Exhibit F, The Land Use Equivalency Matrix (LUEM), to increase the maximum number of hospital beds from 110 beds to 175 beds; and
2. Revise the Land Use Table in Section 4(3) to reflect the land use exchange of 97 single-family dwelling units in Phase 3 to 75 hospital beds in Phase 1; and,

WHEREAS, on February 5, 2013, the Board of County Commissioners adopted the DO Amendment (Resolution 13-99) which amended the Amended and Restated DO and which included the following changes:

1. extend all dates by four (4) years pursuant to the 4-year Extension;
2. extend all dates an additional 306 days pursuant to the 306-day Extension;
3. extend all dates an additional 120 days plus one (1) year pursuant to the 2012 Extension;
4. vest office entitlements, subject to conditions, pursuant to the phasing and duration provisions;
5. add provisions regarding Pasco County's adoption of an Urban Service Area, a Transportation Concurrency Exception Area and mobility fees in lieu of transportation concurrency;
6. clarify language which already allows land uses and entitlements that may be advanced to an earlier phase;
7. provide for land uses and entitlements that may be added to a phase without transportation analysis;
8. replace all references from "Department of Community Affairs/DCA" to "Department of Economic Opportunity/DEO";

9. update and change the land use table, Table 1;
10. convert 251 single family detached units (216 from Phase 2 and 35 from Phase 3) to 196 hospital beds and advance them to Phase 1;
11. advance all specifically approved office entitlements to Phase 1;
12. add University to the approved land uses and the LUEM;
13. add Light Industrial to Table 1;
14. revise parcel names, configurations and designations on Exhibit G (Map H);
15. replace Exhibit E with an entitlement tracking chart and clarify the entitlement assignment process;
16. allow the Town Center to be located on another parcel(s) and revise the applicable standards;
17. revise the location and standards of the Corporate Business Park;
18. revise the development standards for hotel;
19. add definitions for TND and TOD;
20. delete the temporary provision for land use consistency;
21. revise the provision for interconnectivity;
22. revise the conditions and maximum land use and entitlements of the land use exchange matrix and land use exchange requirements and make them consistent with the Comprehensive Plan;
23. update the GSMP baseline monitoring and reporting status;
24. update Exhibit L, Conservation Corridor Exhibit;
25. update the EMP implementation status;
26. update the GPS control point provisions;
27. update the approval date of the Developer's Agreement;
28. clarify the responsibility for and conceptual nature of Exhibit J;
29. update and clarify trip generation monitoring program to adjust trip monitoring thresholds for any entitlements moved from one phase to another phase;
30. update or remove various specific land development code, Florida Statutes, and Florida Administrative Code section citations;
31. clarify when mobility fees and credits are applicable;
32. update the status of the MRP;
33. identify which parcels have been conveyed to the School Board;
34. provide alternative locations for a District Park;
35. revise the provisions for a general government service center, and clarify reservation of and responsibility for 75,000 square feet of office entitlements for government services buildings;
36. delete Exhibits M and O;
37. revise Exhibit I;
38. advance 2,000 single family detached residential units from Phases 1C and 1D to Phase 1A and adjust the proportionate share per trip fee for Phase 1C and 1D accordingly;
39. revise the conditions for when the easement agreement for Park & Ride Facility (Item #11) must be provided; and
40. revise the location and conditions for the Park & Ride Facility (Item #11); and,

WHEREAS, on December 27, 2012, in accordance with Section 380.06(19), Florida Statutes, as amended, Locust Branch LLC (Master Developer) filed a NOPC to the previous ADA for the

Project (NOPC No. 4). The NOPC, collectively with the ADA, are referred to herein as the application (Application); and,

WHEREAS, the NOPC requested the following:

1. revise Exhibit C (Legal Description) to add the 24 acre "National Tennis Center" Parcel (new Parcel M4-E) to the DRI and legal description;
2. revise Exhibit D (Development Commitment);
3. revise Exhibit F (LUEM);
4. revise Exhibit G (Map H) to:
    a. add an additional 24 acres of land (formerly the National Tennis Center Parcel) to the DRI as new Parcel M4-E;
    b. relocate the Community Park and the District Park to Parcel M21;
    c. redesignate "Proposed County Park" adjacent to Parcel M23 as part of Parcel M23;
    d. reconfigure Parcels O2 and M11; and
    e. revise alignment of the 581 Bypass/Loop Road.
5. revise Exhibit H (Proportionate Share Calculations) to reflect a change in the transportation proportionate share calculation for the Wiregrass Ranch DRI as a result of recalculation of the proportionate share contribution for the Wiregrass Ranch DRI meeting the requirements of Sections 380.06(19)(e)6 and 163.3180(5)(h), Florida Statutes;
6. revise Exhibit I to:
    a. reflect a change in the transportation proportionate share calculation and mitigation plan for the Wiregrass Ranch DRI in accordance with Sections 380.06(19)(e)6 and 163.3180(5)(h), Florida Statutes, Rule 73C-40.045, F.A.C., and the County's transportation mitigation requirements;
    b. collapse and consolidate previously designated Phases 1-3 into a single specifically approved Phase 1;
    c. redesignate previously designated Phase 4 as Phase 2;
    d. eliminate development conditions, explanations and provisions based on or relating to pipeline projects, credits, timing and phasing that are no longer necessary or applicable due to the changes in the proportionate share contribution, the mitigation plan and the phasing;
    e. revise construction completion deadlines from 18 months to two (2) years to allow sufficient time to complete;
    f. eliminate the explanation and certain provisions relating to the SR 56 (Pipeline Projects 1-3) history and obligations;
    g. adjust the cost estimates for transportation projects to reflect June 2012 cost estimates and eliminate inapplicable cost provisions;
    h. change Limited Exemption Uses to Exempt Uses;
    i. reflect that the SR 581 Realignment project has been changed to the 581 Bypass/Loop Road project;
    j. eliminate references and conditions related to the CR 54 pipeline project; and
    k. eliminate the proportionate share credit formula for limited exemption uses;
7. change Limited Exemption Uses to Exempt Uses;

8. collapse and consolidate previously designated Phases 1-3 into a single specifically approved Phase 1, and redesignate previously designated Phase 4 as Phase 2;
9. clarify concurrency reservation, guarantee and vesting for public facilities and clarify transportation mitigation requirements;
10. delete provision for advancing certain land uses and entitlements to an earlier phase;
11. clarify and define the Effective Period;
12. revise Table 1 to reflect consolidation of three phases into a single specifically approved Phase 1 and renumber Phase 4 to Phase 2;
13. delete repetitive provisions regarding the County's Urban Service Area/Transportation Concurrency Exception Area;
14. consolidate the retirement housing figures into a single phase and require approval from the Master Developer for any changes and allow the Master Developer to convert age restricted housing units to non-age restricted housing units through the land use equivalency matrix and by providing for any incremental increase in mobility fees or fee credits;
15. revises the town center requirements to reflect updated requirements for TND, TOD and MUTRM;
16. clarify Exempt Use status for community college, university, and hotel uses and revise provisions pertaining to same;
17. relocate definition of TND;
18. delete requirements for Limited Exemption Uses because they are no longer referenced and have been converted and/or replaced by Exempt Uses;
19. change SR 581 Realignment to the 581 Bypass/Loop Road throughout the DO;
20. delete land use exchange conditions relating to exchanges between phases;
21. delete land use exchange conditions relating to hospital beds, medical office and community college uses;
22. change land use exchange conditions for age restricted uses to allow, but not require, additional analysis for purposes of educational facilities impact analysis;
23. delete land use exchange conditions restricting the exchange or conversion in excess of ten percent (10%) of the total specifically approved entitlements for any individual use;
24. delete land use exchange conditions relating to any other amendments to the land use mix or proposed phasing schedule;
25. reflect a change in the transportation proportionate share calculation and mitigation plan for the Wiregrass Ranch DRI in accordance with Sections 380.06(19)(e)6 and 163.3180(5)(h), Florida Statutes, Rule 73C-40.045, F.A.C., and the County's transportation mitigation requirements;
26. eliminate transportation mitigation conditions based on phasing because the phasing has been consolidated into a single specifically approved Phase 1;
27. eliminate and clarify trip generation monitoring provisions to eliminate phases and the distinctions and adjustments between phases;
28. clarify neighborhood park, District Park, and Community Park requirements;
29. clarify and update the general conditions; and
30. make such other changes as may be included herein

(Proposed Changes); and,

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

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

WHEREAS, the Pasco County Board of County Commissioners held duly noticed public hearing(s) on the NOPC, and reviewed the NOPC as well as all related testimony and evidence submitted by each party and members of the general public; and,

WHEREAS, the Pasco County Board of County Commissioners wishes at this time to further amend the Amended and Restated DO in accordance herewith; and,

WHEREAS, the Amended and Restated DO as amended by this amendment shall be referred to as the "Development Order" or "DO".

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that the NOPC No. 4 for the Project is approved with conditions, as set forth in this DO, which is hereby adopted by the Board of County Commissioners (words ~~stricken~~ are deletions; words underlined are additions):

WIREGRASS RANCH DEVELOPMENT ORDER

1. Introduction and General Findings of Fact.

This Resolution shall constitute an Amendment to the Amended and Restated DO as previously amended.

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

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

b. The NOPC No. 4 Application is incorporated into this DO by reference as Exhibit A.

c. The nature, type, scope, intensity, costs, and general impact of the Project, as revised, are summarized in the NOPC No. 4 Application and the Tampa Bay Regional Planning

Council (TBRPC) DRI Final Report, and the TBRPC NOPC Report, which collectively are incorporated into this DO by reference as Exhibit B.

d. A description of the real property (Property) is attached hereto as Exhibit C which is made part of this DO.

e. The current Pasco County Comprehensive Plan (Comprehensive Plan) Future Land Use Map classifications for the Property are PD (Planned Development) and CON (Conservation Lands). The proposed development is consistent with the applicable provisions of the PD (Planned Development) and CON (Conservation Lands), and other applicable Goals, Objectives, and Policies of the Comprehensive Plan.

f. The current zoning designation for the Property is MPUD Master Planned Unit Development, and the proposed development is consistent with the applicable provisions of the MPUD.

g. On May 13, 2013, the TBRPC notified the County that the TBRPC had approved its NOPC Report and that the local government should act upon the pending application.

h. The Board of County Commissioners scheduled and held a public hearing on the NOPC application on June 11, 2013.

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

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

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

l. The Board of County Commissioners has received and considered the TBRPC NOPC Report on the NOPC No. 4 application.

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

n. The Developer, Locust Branch, LLC, is the Applicant and the Developer of Record (sometimes referred to as either the "Master Developer" or "Developer of Record" or "Developer").

o. The DO is a valid final development order within the provisions of Section 163.3167(5), Florida Statutes, affecting the Property.

2. Conclusions of Law.

The Board of County Commissioners hereby finds as follows:

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

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

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

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

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

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

g. Pursuant to Chapter 380.06(19)(e), Florida Statutes, the Proposed Changes are presumed to be a substantial deviation; however, it is the opinion of the County, TBRPC, and other participating agencies that the Applicant has provided clear and convincing evidence to rebut the presumption of a substantial deviation and that no unmitigated regional impacts shall result. The

Proposed Changes, therefore, do not constitute a substantial deviation, pursuant to Chapter 380.06(19), Florida Statutes.

3. Approval Stipulations.

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

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 Developer or its Successors in Interest. 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 Developer, or its Successors in Interest if applicable, may appeal the determination to the Board of County Commissioners pursuant to the Land Development Code. Notwithstanding the foregoing, violations of the Development Agreement (DA) hereinafter described, if required, shall be addressed in accordance with the provisions of the DA.

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

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

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

c. Development of the Project shall also be governed by the applicable standards and procedural provisions of the applicable portions of the Comprehensive Plan. Land development regulations shall be applied in a manner that is consistent with Section 163.3194(1)(b), Florida

Statutes, and the Pasco County Land Development Regulations (including the LDC). Conflicts between the Land Development Regulations and this DO shall be resolved in accordance with applicable law.

d. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction until March 1, 2030, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the DO have occurred; or that the DO was based on substantially inaccurate information provided by the Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this DO, the DA, the MPUD Master Planned Unit Development conditions, the Comprehensive Plan, and the LDC, shall not constitute downzoning, unit density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

e. As provided in Chapter 190, Florida Statutes, and subject to the Board of County Commissioners separate approval, Community Development District(s) (CDD) are hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD, that are identified within this DO. Further, any obligations of the Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association or other entity approved by the County. However, such CDD shall not be authorized to levee assessments on any property either owned or to be owned by the County or District School Board of Pasco County that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

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

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

f. The Property is currently utilized for agricultural activities. It is understood that while the use will cease when the Project 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.

g. Exempt Uses. For the purposes of this Development Order, "Exempt Uses" shall include those uses exempt from traffic impact studies pursuant to Section 901.5 of the LDC and transportation analysis review pursuant to Section 901.12(c) of the LDC, including, but not limited to, government buildings, offices and medical offices, hotels, light industrial uses, corporate business parks, community colleges, universities, and TOD uses. In applying this definition, government buildings, community colleges, universities, office, medical office, hotels, industrial, light industrial, corporate business park and TOD uses that have previously been defined as "limited exemption projects" under Section 1301.4.A of the LDC and the DRI DO shall be considered to be and treated as Exempt Uses. TOD uses shall be those that meet the requirements of the County's mobility fee regulations found in Section 1302.f.2.i of the LDC, or shall be TOD Neighborhoods designated and approved within Mixed Use Transportation Reduction Measures (MUTRM) Designated Parcels pursuant to the MPUD and DA.

4. Phasing, Vesting and Duration.

a. Phasing, Vesting, Concurrency, and Transportation Mitigation Requirements.

(1) Phasing. Phase 1 of the DRI is specifically approved subject to requirements of this DO. Phase 2 of the DRI is conceptually approved. Specific approval of Phase 2 shall be granted upon submittal and approval of additional analyses of the project's impacts on Transportation and Air Quality, only, performed pursuant to the requirements of Section 380.06, Florida Statutes.

(2) Vesting Against Concurrency. Specific approval shall not be a reservation or guarantee of concurrency capacity for any public facility other than transportation, transit and parks and recreation. For fire/EMS services, sheriff/public safety services, affordable housing and governmental administrative facilities, the County shall credit any land, facilities and cash

mitigation payments provided under this DO against future concurrency requirements. Any concurrency requirements for schools shall be determined by Exhibit N attached to this DO and applicable law. The reservation and guarantee of, and vesting against, concurrency capacity for parks shall be through the Effective Period of the DO subject to any extensions granted by Pasco County or applicable law, and subject to compliance with the Recreation and Open Space conditions of the DO.

(3) Vesting Against Transportation Mitigation Requirements. The reservation and guarantee of, and vesting against, transportation concurrency capacity and any and all transportation timing and phasing, adequate public facilities (for transportation), transportation, transit and roadway capacity, and transportation analysis requirements and mitigation, excluding County access management requirements as provided in the Development Agreement (DA) and on-site transportation infrastructure required for a particular site plan (collectively referenced herein as "transportation mitigation requirements"), for Phase 1 shall be through the Effective Period of the DO; subject to any extensions granted by Pasco County or applicable law, and subject to compliance with the transportation conditions of this DO and any associated DA. The Project shall be exempt from the transportation mitigation requirements and traffic impact study requirements subject to compliance with the transportation conditions of this DO or any associated DA.

(4) Economic Development Project. A large 1,000,000 square foot office user (Economic Development Project) has been induced by Pasco County and the Master Developer to locate its offices and facilities on Parcel M8 and surrounding adjacent lands within the Project. The Economic Development Project is anticipated to provide significant economic benefits to the area, including creating numerous well-paying jobs, creating significant additional taxable sales, adding valuable property to tax rolls, serving as a catalyst for future economic development, reducing reliance on regional commuting, and generally enhancing economic development of the County. As part of the inducement, the County agreed to "vest" the Economic Development Project as described herein. Therefore, upon the issuance of building permits for office use entitlements in excess of 100,000

square feet in the aggregate on Parcel M8, 1,000,000 square feet of office use entitlements shall be deemed fully vested against, and no longer subject to, any: DRI review; DRI mitigation; or transportation mitigation requirements; of any kind or nature, whatsoever.

(5) Additional Uses Exempt from Transportation Mitigation Requirements. Notwithstanding the land use and entitlement limitations as set forth herein, the Master Developer may add to this DRI Exempt Uses as defined in Section 3.g, without any requirement for any DRI or County transportation analysis or any transportation mitigation requirements. Any such additions shall: (i) be made by the Master Developer in writing; (ii) state the type and number of entitlements added to the Project (e.g., 100,000 square feet of office use entitlements); (iii) be included in the updated accounting required in Section 4.e(2); (iv) state that the addition of such land uses and entitlements to the specifically approved land uses and entitlements of the Project do not cumulatively exceed the maximum levels of development allowed under Subarea Policy FLU 7.1.8, Wiregrass Ranch Subarea Policies, of the Comprehensive Plan; and (v) be recognized through the NOPC process.

b. Effective Date, Effective Period, Duration and Land Uses.

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

(2) The Effective Period of this DO shall be until March 1, 2030 (Effective Period). The Effective Period may be extended by the Board of County Commissioners upon a showing of good cause and as otherwise provided by law and in accordance with Section 380.06, F.S. Application for such an extension shall be made at least sixty (60) days prior to the expiration date or as otherwise provided by law.

(3) Subject to other provisions of this DO, development of the Project shall proceed in general accordance with Map H attached hereto and incorporated herein as Exhibit G and the schedule indicated in Table 1 below:

Wiregrass Ranch DRI
Land Use Table
Table 1

Land Use	Phase 1 – 3/1/26			Phase 2** – 3/1/30	TOTAL
Residential. d.u. (Single family) (Multi family)	10,473 (6,947)* (3,526)			1,000 (1,000)	11,473 (6,947) (4,526)
Retail s.f.	2,720,800			460,000	3,180,800
Hotel rooms	480				480
Office s.f.	1,059,080			875,000	1,934,080
Medical Office s.f.	199,180				199,180
Hospital beds	371				371
Community College (f.t.e. students)	707 (f.t.e.)				707 f.t.e.
University					0
Light Industrial					0
Attractions & Recreation Facilities (ARF) s.f.	300,000				300,000
Golf Course	18 holes				18 holes
Elementary Schools	3			1	4

*Includes 2,500 Retirement Housing units
** Conceptually approved only

c. Commencement of Development. Development of the Project has commenced consistent with the Agreement between the DCA and the original Applicant, Owner and/or Developer dated October 8, 2004 (Exhibit O).

d. Build-Out of Project. Unless extended by the Board of County Commissioners or in accordance with applicable law and in accordance with Section 380.06, F.S., the build-out date of the specifically approved portions of the Project shall be March 1, 2026.

e. Assignment of DRI Entitlements.

(1) Because the DRI entitlements authorized in, or as may be amended pursuant to, this DO are not assigned to specific development parcels, or portions thereof, within the Project, the Master Developer shall control the allocation, exchange, advancement and assignment of the phased entitlements to specific parcels, or portions thereof, within the Project, by written instrument executed by an authorized officer of Master Developer as described below. Upon submittal of any preliminary plan/preliminary site plan that utilizes land use entitlements within the Project, the preliminary plan/preliminary site plan applicant shall include with each such submittal to the County an original, executed "Assignment of Wiregrass DRI Entitlements" that:

(a) specifically identifies the type and number of entitlements assigned, advanced or exchanged to the specific DRI parcel(s), or portions thereof, that is the subject of the permit application (e.g., 100,000 s.f. office use entitlements for Parcel M25);

(b) specifically states the DRI phase for which said entitlements are assigned, advanced or exchanged;

(c) is dated and executed by the Master Developer, witnessed by two witnesses, and notarized;

(d) includes an accurate metes and bounds legal description of the specific DRI parcel(s), or portions thereof, to which the entitlements have been assigned, advanced or exchanged; and,

(e) is recorded in the public records of Pasco County, Florida.

(2) All such assignments, advancements and exchanges of entitlements shall be reported to the County on Exhibit E (Entitlement Tracking Chart). This reporting consists of an updated accounting on the Entitlement Tracking Chart which identifies the type and amount of entitlements assigned to each parcel and the gross and net acreage amounts for each parcel, and the updated Entitlement Tracking Chart shall also be included in the next biennial report for the DRI. The allocation, assignment, advancement, exchange, or use of DRI entitlements and land uses shall be controlled by the Master Developer and shall be subject to the "Assignment of Wiregrass DRI Entitlements" requirements. For clarification, any and all reassignments, transfers or conveyances of DRI entitlements from a property particularly described in a previously recorded "Assignment of DRI Entitlements" to a lesser included property or a different property shall be treated as a new assignment and be subject to the "Assignment of DRI Entitlements" requirements and require the preliminary plan/preliminary site plan applicant to provide to the County a new original executed "Assignment of DRI Entitlements" including items (a) through (e), above, along with the following additional item: (f) is dated and executed by the authorized assignor of such entitlements, witnessed by two witnesses, and notarized. No allocation, assignment, advancement, exchange or use of DRI entitlements or land uses shall be valid, effective, binding or authorized unless approved by the Master Developer as required in this subsection. Only the Master Developer shall be authorized to amend or submit Exhibit E (Entitlement Tracking Chart), subject to the Land Use Exchange provisions of Section 5.c of this DO. All assignments are subject to compliance with the applicable zoning or MPUD Master Planned Unit Development Conditions of Approval and shall be consistent with the underlying Future Land Use classification.

(3) Exhibit Q lists the Assignment of Wiregrass DRI Entitlements that have been issued by the Applicant/Owner or Master Developer. The Assignment of Wiregrass DRI Entitlements issued on or before September 7, 2010 and listed in Exhibit Q shall be governed by the terms of Section 4.e as set forth in the Original DO as amended by the DO Amendment (Resolution 07-291 adopted on July 17, 2007, as amended by Resolution 08-06 adopted on October 9, 2007)

(also set forth for convenience in Exhibit Q) in lieu of the terms of Section 4.e(1) and (2) above. Notwithstanding any provision to the contrary set forth in this DO or in any private agreement (other than an Assignment of Wiregrass DRI Entitlements), entitlements for use on the property described in each Assignment of Wiregrass DRI Entitlements listed in Exhibit Q shall be recognized by the County in the order in which development applications for such entitlements are submitted to the County, provided, however, that such entitlements shall not be recognized by the County if such entitlements would cause the cumulative total of entitlements to exceed the total entitlements assigned to such property. The named assignees of the listed Assignment of Wiregrass DRI Entitlements have acknowledged that this "first-come, first-served" method of allocating entitlements for use on the property described in each Assignment identified in Exhibit Q will result in the County denying site plans or building permits once the entitlements assigned in that Assignment of Wiregrass DRI Entitlements have been exceeded, even if the overall DRI has remaining entitlements that have not yet been used or assigned.

5. Specific Conditions.

a. Development Components. Subject to other provisions of this DO, the Project consists of the land uses shown on Map H (Exhibit G) and described in Table 1 of Section 4.b(3). Land uses may be exchanged in accordance with the Land Use Equivalency Matrix attached hereto and incorporated herein as Exhibit F, subject to the restrictions set forth in Specific Condition 5.c.

b. Land Use Development.

(1) Retirement Housing.

(a) The following number of residential dwelling units, 2,500 d.u. in Phase 1 , shall be deed restricted, designated and developed as adult communities pursuant to the assumptions of the ADA and Section 760.29, Florida Statutes (Retirement Housing), unless otherwise approved under the Land Use Equivalency Matrix and Specific Condition 5.c. The Developer shall comply with all Federal and State statutes and County requirements in establishing these deed restricted communities.

(b) Because the submitted traffic analysis assumes certain quantities of retirement, age restricted, 55 and older, or 62 and older housing, prior to the approval of each plat for such product areas, or where platting is not required, prior to approval of each construction plan for such product areas, the Developer shall provide the County Attorney's office executed and recorded covenants or deed restrictions that restrict the said plat or construction plan for such product areas to housing for persons 55 and older or 62 and older, as applicable. If the Developer fails to timely provide the required covenants or deed restrictions, or fails to comply with such covenants or deed restrictions, or does not follow the Land Use Equivalency Matrix process pursuant to Specific Conditions 5.c., below, then the Developer for such product areas shall be required, in addition to any County remedies set forth in the County-approved covenants/deed restrictions, to obtain approval of the Master Developer to submit, and then submit, a Notice of Proposed Change pursuant to Section 380.06(19), Florida Statutes, including an updated traffic study without any reduction in trip generation based on retirement, age restricted, 55 and older, or 62 and older housing; and additional approvals for said area(s) within the development shall be held in abeyance until the County approves an amendment to the DO based on the updated traffic study and determines the transportation mitigation for the revised development plan. The County may impose additional conditions on such Developer and its product areas based on the updated County approved traffic analysis.

(c) Notwithstanding the foregoing, the Master Developer may elect to convert pursuant to the LUEM the age-restricted housing dwelling units, in whole or in part, to conventional (non-age restricted) residential units provided the Developer provides to Pasco County the incremental increase in mobility fees or fee credits due for applicable non-age restricted, conventional residential units.

(2) Town Center/Employment Center.

(a) Town Center. The Town Center in Parcel M7 of Map H, or another parcel that may be designated as the Town Center by the Master Developer and approved by the

County, shall be designed and constructed in accordance with either (i) the Town Center provisions of the TND; or (ii) a Transit Oriented Development; or (iii) as a Mixed Use Neighborhood or TOD Neighborhood approved pursuant to the MUTRM Development Standards set forth in the DA and MPUD. A TND Master Plan, TOD Station Area Plan or MUTRM Neighborhood Plan shall be approved prior to any development within Parcel M7, or another parcel that may be designated as the Town Center by the Master Developer and approved by the County, or prior to final plat or construction plan approval of fifty (50) percent of the specifically approved residential entitlements in the DRI.

(b) Employment Center/Economic Development Project. Parcel M8 and a portion of Parcel M21, with the potential to expand on adjacent parcels, on a minimum of 64 acres, must be developed in accordance with the "Corporate Business Park or Targeted Primary Businesses or Light Industrial Uses" categories portion of the Employment Center requirements of the County's adopted Comprehensive Plan and the Land Development Code, unless comparable quantities of said development type is constructed on other DRI parcels, and approved by a 4/5 majority vote of the Pasco County Board of County Commissioners, or such other uses that may be approved by the Pasco County Board of County Commissioners. The Corporate Business Park or Targeted Primary Business developed on a portion of Parcel M8, a portion of Parcel M21 and/or adjacent parcels shall be developed consistent with the requirements of the Wiregrass Ranch MPUD conditions of approval including the quantity of office as shown in the MPUD. Notwithstanding the above requirements, Parcels M8 and M21, with the potential to expand on adjacent parcels, shall be allowed to be developed with support commercial uses developed between SR 56/Wiregrass Ranch Boulevard and the proposed reverse frontage road. Such support commercial uses may include, but shall not be limited to, restaurants, banks, office supply stores, grocery stores, cafes, coffee shops, dry cleaners, day care facilities, electronics retailers, health clubs, gas stations, personal services, hotel or other similar retail uses. These support commercial uses shall only be considered Exempt Uses if qualified pursuant to the Land Development Code. A minimum of 64 gross acres of Parcels

M8 and M21, with the potential to expand on adjacent parcels, shall be reserved for the "Office" development as defined above exclusive of support commercial that is not an Exempt Use.

(c) Infrastructure for Town Center and Employment Center. Unless otherwise approved by the Board of County Commissioners, the Developer shall be responsible for designing and constructing all necessary public infrastructure for the Town Center in Parcel M7 and Office/Employment Center areas in Parcel M8, including all road, intersections, and utility improvements, prior to approval of the first record plat(s) or construction plan approval(s) for fifty (50) percent of the specifically approved residential entitlements in the DRI, or as necessary to serve adjacent development or development within the Town Center and/or the Office/Employment Center areas, whichever occurs first. Such improvements shall be designed and constructed in accordance with the approved Map H, and shall be sized to accommodate the approved entitlements assigned to the Town Center and the Office/Employment Center uses. The construction of Wiregrass Ranch Boulevard, and the sewer and water lines along Wiregrass Ranch Boulevard, from SR 56 to the entrance of Parcel M7 or the entrance of Parcel M8, along Wiregrass Ranch Boulevard, pursuant to the approved construction plans for same, shall be deemed to satisfy all requirements and conditions of this subparagraph for Parcel M7 and Parcel M8 respectively.

(3) Hospital/Employment Center. The hospital and medical office within Parcel O2 have been designated and approved as a Corporate Business Park/Employment Center by Pasco County as approved by Preliminary Site Plan (DR 09-164) dated December 9, 2008.

(4) Community College or University.

(a) Parcel M18, which is denoted on Map H (Exhibit G) as a mixed use site, may also be utilized for any office use entitlements or mixed use entitlements, as well as for schools, colleges, university, churches, library, hospital, research, warehouse/distribution or similar uses if authorized by the PD (Planned Development) future land use classification and the MPUD Master Planned Unit Development zoning for the Project, without any required amendment to this DO.

(b) If Parcel M18 or any other parcel is developed as a Community College or University, that portion of the project shall qualify as an Exempt Use and shall be exempt from transportation mitigation requirements. As such, neither the Community College or University, nor the Master Developer, shall be subject to any transportation mitigation requirements, or required to pay any proportionate share mitigation, for any trips that may be generated in association with the Exempt Uses. The Community College shall be as defined in Section 1004.65, Florida Statutes. In no event shall the Community College or University uses on M18, or any other parcel where permitted by the MPUD, utilize or reduce the DRI entitlements other than the quantity of specifically approved entitlements for f.t.e. students.

(5) Attractions and Recreation Facilities (ARF). Phase 1 includes the entitlements for Attractions and Recreation Facilities (ARF). The ARF may include any uses described in Section 380.0651(3)(b), Florida Statutes, and retail uses, subject to the MPUD rezoning conditions of approval. Subject to separate BCC or County Administrator approval, the ARF may be approved as an Exempt Use.

(6) Transit Oriented Development (TOD) and Traditional Neighborhood Development (TND).

(a) "Transit Oriented Development" or "TOD" shall mean development in areas in the Project identified in the Comprehensive Plan which are reserved for existing or planned regional transit facilities. These areas must be compact, have moderate to high density developments, be of mixed-use character, interconnected, bicycle and pedestrian friendly, and designed to support frequent transit service operating through regional transit facilities, and otherwise meet the requirements of Section 1302.2.F.2.i of the LDC.

(b) Traditional Neighborhood Development (TND) is generally defined in the LDC as creating livable areas and communities through traditional design standards, which may include but are not limited to, the use of mixed use Village and Town Centers, neighborhoods that embrace a full range of urban facilities, including neighborhood retail centers; a

variety of housing types; public/civic space; and open-space amenities, as well as walkable streets, an interconnected circulation network that prioritizes pedestrians and bicycle features and links neighborhoods to shopping areas, civic uses, parks, and other recreational features.

(7) Interconnectivity.

(a) The Developer shall design development in Parcels M20, M21, C5 and M8 that lie between the Town Center (M7) and "lifestyle" center (C6) to ensure adequate pedestrian/bicycle/vehicular traffic connections between the Town Center in Parcel M7 and lifestyle center in Parcel C6. Such connections shall allow users of both centers to reduce usage of SR 56 and Wiregrass Ranch Boulevard. The reverse frontage road (a/k/a public access frontage road) approved in the Wiregrass Master Roadway Plan, along with the sidewalk on the north side of SR 56, shall be deemed to fully satisfy the requirements of this subparagraph.

(b) Unless otherwise approved by the County, prior to the issuance of any approvals or permits for any retail or office uses along SR 56, Wiregrass Ranch Boulevard, Chancey Road from SR 581 to Wiregrass Ranch Boulevard, or the 581 Bypass/Loop Road, as applicable, or prior to approval of the final design plans for the applicable roadway submitted by the developer, whichever occurs first, the Developer shall submit to the County for review and approval, a plan depicting pedestrian/bike crossing design and standards for the applicable road or shall have incorporated such design and standards into the construction plans for the applicable roadway. This subparagraph has been fully satisfied for retail or office use along SR 56, Wiregrass Ranch Boulevard (from SR 56 to the Parcel S1/S2 entrance intersection), and Chancey Road (west of Wiregrass Ranch Boulevard). The following accredited publications shall be used as references for pedestrian facility design:

i. Design & Safety of pedestrian Facilities, by the institute of Traffic Engineers (ITE), Publication No. RP-026.

ii. Sections 316.130(7), (8), (9), and (14). Florida Statutes.

iii. Safety Tool Box, By ITE.

iv. Highway Design Handbook for Older Drivers and Pedestrians, by the Federal Highway Administration (FHWA), Report No. FHWA-RD-01-103.

v. Intersection Geometric Design and Operational Guidelines for Older Drivers and Pedestrians, by the FHWA. Report No. FHWA-RD-96-132.

The alignment of Wiregrass Ranch Boulevard and the 581 Bypass/Loop Road may change consistent with the settlement agreement with Pasco County and the Florida Department of Transportation (FDOT) dated December 22, 2006, attached here for reference as Exhibit M, or in accordance with Exhibit I, or as otherwise approved by the County and FDOT. The Developer's obligations in the settlement agreement are incorporated herein as additional conditions of approval.(8) Parcel M23. The southernmost 760 feet of Parcel M23 shall be limited to residential uses.

c. Land Use Exchange.

(1) Development entitlements within the Project may be exchanged pursuant to the Land Use Equivalency Matrix (LUEM) set out in Exhibit F attached hereto, subject to the following restrictions:

(a) Office entitlements within the Project, consisting of the minimum of 64 gross acres of the land area allocated to such entitlements (Parcels M8 and a portion of Parcel M21, with the potential to expand on adjacent parcels), shall not be reduced, exchanged or traded off for any other approved uses in the Project, except for medical office or light industrial provided the medical office or light industrial is a Targeted Primary Business or is constructed consistent with the Corporate Business Park requirements of the LDC, or unless otherwise approved by a 4/5 majority vote by the Pasco County Board of County Commissioners.

(b) Hospital beds, medical office, university, and community college uses may be exchanged to university, office, medical office, light industrial, community college or other corporate business park, target industry, employment center or Exempt Uses.

(c) Retail use shall not be reduced, exchanged or traded off for any other approved uses in the project if it results in a reduction of the jobs to housing ratio below the ratio assumed in the County's MUTRM analysis.

(d) Retail entitlements in the Town Center in Parcel M7 shall not be reduced unless approved by the County in conjunction with a Town Center Master Plan.

(e) Any conversion of age restricted units to non-age restricted units, or retail or office uses to residential uses, may require additional analysis of impacts on educational facilities, acceptable to the School Board, unless the School Board comments in writing that no such analysis is needed or except as otherwise provided in the Agreement with School Board attached hereto as Exhibit N.

(2) Land use exchange requests may only be requested by the Master Developer. The land use exchange request shall be provided to the County, with "information only" copies to the DEO and the TBRPC, for review and verification by the County that the requested land use will be consistent with the LUEM, this DO, the Comprehensive Plan, and the MPUD Master Planned Unit Development conditions of approval. Upon such verification, which shall not be unreasonably withheld or delayed, the Planning and Growth Management Department shall submit such exchange for approval (based on the same verification criteria stated above) on the consent agenda at the next available DRC meeting which is at least fourteen (14) days from submittal to the County, DEO, and TBRPC. The use of the LUEM shall be reported in the next biennial report and if applicable shall include an updated Exhibit E.

d. Water Quality and Drainage.

(1) Development of the project shall be consistent with the Level of Service (LOS) in Comprehensive Plan Policy DGR 5.1.1 and the 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 Chapters 62-25, 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, including those which prevent construction-related turbidity, as required by the regulations of Pasco County and other appropriate regulatory bodies shall be implemented. In addition, the 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 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 (ERP) or by Pasco County ordinance, whichever is most stringent.

(d) Should the Developer discover that any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the 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 Developer should advise future residents of seasonal variations within created water features and should not be perceived as lakes with constant water levels.

(g) The stormwater-management system should be designed to restore and maintain the natural hydroperiod of the on-site receiving wetlands and provide

compensation for impacted floodplain areas in substantial conformance with permit requirements by appropriate agencies. The design and construction techniques listed below shall be utilized unless otherwise determined not to be required during the review process:

i. Lining stormwater ponds with clay or synthetic material if no natural clay layer exists;

ii. ensuring that ponds and swales are properly grassed;

iii. setting a maximum depth for stormwater storage;

iv. implementation of a site-specific groundwater and surface water quality monitoring system;

v. maintaining a minimum distance between pond bottoms and the top of the confining layer for the Floridan aquifer.

(h) An integrated pest management program (IPM) for the golf course and roadway buffers and common areas within residential portions of the project shall be implemented to minimize the use of fertilizers and pesticides. Commercial and Office uses and neighborhood park common areas less than 3 acres in size shall be encouraged to utilize IPM but it shall not be required.

(i) The Developer shall encourage the use of water conserving landscapes, the responsible use of water in common areas and non-residential areas, and the responsible use of water by occupants. Existing native vegetation shall be incorporated into the landscape design to the greatest extent practicable, following examples such as the Florida Yards and Neighborhoods program. Construction BMP's shall be used to prevent construction-related turbidity and erosion problems.

(j) Native plant species shall be incorporated into the landscape design.

(k) As committed, when reclaimed water becomes available to the project site, the developer or its assigns shall utilize it for all irrigation on-site where practical.

(l) Appropriate subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds, and to determine proper development scenarios to protect against sinkhole damage.

(m) Water quality sampling to collect baseline information for the Trout Creek watershed portion of the site, shall be included in the Ground Water and Surface Water Monitoring Plan (GSMP).

(n) Site development shall use techniques that minimize the impervious surface area throughout the development to the extent technically feasible.

(o) On-site stormwater wet-detention ponds shall be designed in accordance with Southwest Florida Water Management District (SWFWMD) and Pasco County standards to include littoral zones constructed on slopes no steeper than a 4:l horizontal to vertical ratio and shall be planted with or allowed to be colonized by native emergent and submergent vegetation. The Developer shall ensure, by supplemental replanting if necessary, that at least eighty (80) percent cover by native aquatic vegetation is established within the littoral zone (to include at a minimum the area between ordinary high water and ordinary low-water). At such time as SWFWMD releases the Developer from further obligation to provide certification of operation and maintenance as defined in the permit, the Developer shall be relieved of this obligation.

(3) The pre-development hydrologic/hydraulic properties of onsite and offsite wetlands shall not be adversely impacted by development, as defined by the SWFWMD rules regulating wetlands. The SWFWMD shall have review and approval authority of the stormwater design and the County shall have final review and approval authority for the stormwater design.

(4) No wetland outlet or conveyance, either natural or man-made, should be lowered in elevation, which could cause lower water levels and reduced hydroperiods. No changes to wetland outlets or conveyances should occur unless to restore artificially connected or drained wetlands to a more natural state such that historic wetland water levels and flow quantities are restored. The development activities shall not breach the clay-confining layer (aquiclude). A breach of

the aquiclude shall be defined as any excavation into the confining layer that degrades the integrity of that confining layer as determined by SWFWMD or the County on a site-by-site basis. In those geographical areas of the County where there is no aquiclude present, excavation shall not proceed to within five feet of the underlying limestone which is part of a groundwater aquifer as identified by the geotechnical engineer of record and confirmed by the County and SWFWMD. It shall be assumed that excavation which exceeds either of these criteria shall constitute adverse groundwater effects. 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 Developer prior to development. At the time the master drainage plan is submitted to the County, the Developer shall also submit the plan to Tampa Bay Water (TBW).

(5) Other infiltration techniques will be maximized, such as Low Impact Development techniques to maintain wetland hydroperiods, where practical and appropriate.

(6) Planning and development of the Project shall conform to the rules adopted by SWFWMD as amended from time to time.

(7) All drainage system components shall comply with Section 40D-4, FAC. as well as all other applicable local, State, and Federal rules and regulations.

(8) In order to protect surface water quality, stormwater exiting the site shall meet all applicable State water quality standards.

(9) Ground Water and Surface Water Monitoring Plan (GSMP)

(a) A Ground Water and Surface Water Monitoring Plan (GSMP) has been approved by Pasco County (on January 15, 2010) that includes a ground water monitoring component and a surface water monitoring component. The Developer has developed the GSMP in accordance with Rules 62-4.246, 62-522 and 62-520.600, FAC and in coordination with the Florida Department of Environmental Protection (FDEP), SWFWMD, and TBW in order to establish parameters, methodology, sampling frequency, establishment of baseline data and locations of monitoring sites. The GSMP includes a surface water component to include sampling of those

stormwater discharge points exiting the site and upstream and downstream sampling points within surface water systems adjacent to the site as described in the GSMP. The Monitoring Plan shall identify, measure and report any continuous and/or long term pre- and post- development changes in water quality. The Monitoring Plan shall include the establishment of baseline conditions at points where surface water enters the property and where it exits the property as approved within the GSMP. Analysis shall include all primary drinking water standards contaminants as approved within the GSMP. If reclaimed water for irrigation purposes is used in the future, the GSMP may be amended as required for the use of reclaimed water.

(b) The GSMP was submitted to the FDEP, SWFWMD, TBW and Pasco County within 180 days of DO approval. The GSMP was approved by Pasco County and SWFWMD on January 15, 2010. The GSMP shall be instituted within 90 days of approval of the GSMP. Baseline monitoring and reporting has been completed and submitted to the Pasco County Engineering Services. Subsequent monitoring shall continue through the build-out of the project/site unless otherwise determined by Pasco County Engineering Services. Analysis and reporting shall be annual unless degradations are identified and then monthly monitoring for the degradations until such time as the degradations are corrected. Degradations are any increase in any contaminant (as defined by applicable water quality criteria) that adversely impacts human health or causes a water to become impaired. There can be no increase in any current impairment that exists as defined by the baseline data. The Developer shall comply with any existing or future state or federal water quality criteria pursuant to SWFWMD, Pasco County, FDEP and/or U.S. Environmental Protection Agency (USEPA) rules and/or Pasco County Ordinance. Should FDEP determine that Total Maximum Daily Load (TMDL) contaminants occur at levels exceeding established standards/thresholds within the Wiregrass Ranch Watershed, the Developer shall amend the GSMP to incorporate TMDL monitoring and reporting in accordance with adopted future water quality criteria/rules.

(c) The monitoring results of the GSMP shall be submitted to FDEP, SWFWMD, TBW and Pasco County at least annually, (or more often as may be required due to a

compliance issue) and shall be included in the biennial report. Should the monitoring results indicate that applicable State water quality standards as required in the GSMP are not being met, the results shall be reported to FDEP, Pasco County and other appropriate regulatory bodies immediately. In the event FDEP, SWFWMD or Pasco County determines there is a violation of any State or federal water-quality standard, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected. Should an unresolved compliance issue exist at the time of project build-out completion data collection, analysis and reporting shall continue until all issues are resolved.

(d) Should the Developer wish to add new land areas to the DRI which are not subject to the GSMP in place at the time of a NOPC submittal, the developer shall update the GSMP and such update shall be submitted to the County, TBW, FDEP and SWFWMD unless FDEP or SWFWMD and the County determine that the GSMP update/revision is not necessary.

(e) The Developer shall provide updates to the Wiregrass Ranch stormwater model to Pasco County so that the County may incorporate such updates into its Trout Creek Stormwater Management Master Plans (SWMMP) as appropriate.

e. <u>Wellfield Protection.</u>

(1) The Developer shall comply with the Wellhead Protection Ordinance (Section 612 of the Land Development Code as amended)

(2) Appropriate subsurface investigations shall be performed prior to construction of stormwater and/or floodplain compensation ponds to determine proper development scenarios to protect against potential sinkhole damage.

(3) Should any noticeable soil slumping or sinkhole formation become evident, the 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.

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

(5) Test or foundation holes as defined in Rule 40D-3.021(8), FAC shall be drilled by an appropriately bonded, licensed test or foundation hole contractor.

(6) All existing wells which have no planned future use or attempted wells or test foundation holes shall be cement plugged by a licensed water well contractor [under SWFWMD Well Abandonment Permit(s)], or by test foundation hole contractor in accordance with Rule 40D-3.041(1), FAC.

f. Wetlands.

(1) Onsite category I, II and III wetlands classified in accordance with Policy CON 1.3.1 are generally identified on Exhibit K. At the time of preliminary plan/preliminary site plan

approval for any development area, the County may decide to authorize impacts to Category I wetlands, but only in accordance with the DRI Master Roadway Plan and/or the provisions of the Objective CON 1.3 and implementing Policies, as applicable. Impacts to Category I wetlands and wetland buffering are recognized as having been approved/authorized in accordance with:

(a) Those roadway crossings identified on the Master Roadway Plan;

(b) Existing agency (SWFWMD, ACOE, FDOT or County) approvals for onsite roadways, residential, commercial or multi-use projects prior to DO issuance.

(2) Wetland protection shall be in accordance with Objective CON 1.3 and implementing Policies as well as all applicable County, State, and Federal laws, permits, rules, and regulations.

(3) Preliminary plans, preliminary site plans and construction plans for each parcel in the project shall include specific limits of wetlands pursuant to wetland delineation surveys conducted in coordination with SWFWMD and other regulatory agencies as may be applicable.

(4) Existing wetland hydroperiods, normal pool elevations, and seasonal high-water elevations shall be maintained in substantial conformance with permit requirements by appropriate jurisdictional entities.

(5) Buffering around all post development wetland areas shall comply with Policy CON 1.3.13 and implementing land development regulations. All mitigation areas and littoral shelves shall be monitored in accordance with the requirements of the appropriate permitting agency. Allowable uses within buffer areas shall include the following:

(a) In cases where a lot line abuts the 25 foot buffer, and supplemental buffer plantings are proposed/required, such plantings shall consist of native, non-invasive vegetation.

(b) Dredging or filling shall be allowed in the 25 foot buffer to accommodate drainage swales, outfall structures, grade transitioning, floodplain compensation areas,

wetland mitigation areas or stormwater features, as permitted/approved by permitting agencies to the extent not inconsistent with implementing land development regulations that may be adopted.

(c) At-grade interpretive walking trails or elevated pedestrian boardwalks, as approved by the permitting agencies.

(d) All other uses shall be those uses as allowed and permitted by SWFWMD or in accordance with the Land Development Code as amended, whichever is more restrictive.

(6) The Developer has developed a coordinated wetlands mitigation plan consistent with Policy CON 1.3.8 which requires mitigation of impacts to Category I wetlands through preservation, enhancement, and/or restoration of uplands and wetlands. For the Wiregrass Ranch DRI, the identified onsite Conservation Corridor as identified in Exhibit L to this DO is inclusive of an identified regionally significant resource and is adjacent to onsite named tributaries. Therefore, wetland mitigation, in the form of onsite wetland creation and/or preservation, enhancement or restoration of onsite wetlands and/or uplands within or immediately adjacent to the Conservation Corridor shall be considered as appropriate mitigation pursuant to Policy 1.3.8 for approved impacts to Category I wetlands and shall be approved as consistent with the coordinated wetlands mitigation plan. Consistency with this plan shall be demonstrated to the Pasco County Planning & Growth Management Department and County Biologist at the time of the preliminary plan/preliminary site plan submittal for the affected area and shall be approved by the County Biologist.

(7) The Developer shall implement a management plan for Wetland H25, as contemplated by the TBRPC Final Report (Exhibit B). This management plan is included as part of the Environmental Management Plan (EMP) for the Project. This condition has been fully satisfied in the approved EMP.

(8) The Developer shall only use wetlands for water quality improvement with adequate environmental and design controls consistent with Policy CON 1.6.3 and as authorized by the SWFWMD.

g. Flood Plains/Disaster Preparedness.

(1) Development within the 100-year floodplain shall comply with section 701 of the Land Development Code. Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation plus one foot. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Elevations for roadways providing access to residential areas shall comply with the Pasco County Comprehensive Plan and Land Development Code.

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

(3) Compensation for the loss of 100-year flood storage capacity shall be provided, as approved by the appropriate permitting agencies.

h. Vegetation and Wildlife.

(1) The Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan, Rule 9J-2.041, FAC, and all applicable agency regulations regarding the protection of listed wildlife and plant species found on-site.

(2) The Developer shall conduct breeding season surveys for documented on site listed species, including Florida Sandhill Cranes, Sherman's Fox Squirrel, Wood Storks and Wading birds, within and adjacent to any parcel which contains suitable habitat (as defined through ADA surveys) and is planned for development immediately preceding or coinciding with the breeding season of these listed species. The results of the surveys shall be submitted to Pasco County Planning & Growth Management Department, Pasco County Biologist and the Florida Fish and Wildlife Conservation Commission (FFWCC) for review and approval of conditions to protect listed species and their habitat consistent with statutory and rule requirements, including Section 68A-27, F.A.C. , Rule 9J-2, F.A.C., and Policy CON 1.1.2. Such conditions if appropriate shall be incorporated into the DO at the next time the DO is amended.

(3) In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes not detected during the ADA preparation

or the surveys required in Condition 5.h(2) above are discovered on-site during project development, the a Developer shall immediately notify Pasco County Planning & Growth Management Department, Pasco County Biologist, the FFWCC and/or the USFWS for review and approval of conditions to protect such species and their habitat consistent with statutory and rule requirements, including Section 68A-27, F.A.C., Rule 9J-2, F.A.C., and Policy CON 1.1.2. Such conditions shall be incorporated into the DO at the next time the DO is amended.

(4) The project site excluding the Conservation Corridor may continue to be used for agricultural activities during development, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

(5) Conservation Corridor.

(a) The Developer shall provide a Conservation Corridor to include the regionally significant resource to be substantially consistent with that originally depicted on Exhibit 14-5 of the ADA (the "Conservation Corridor").

(b) The uses within the Conservation Corridor as identified on Exhibit L to this DO shall be limited to recreational and conservation education land uses, including picnic shelters and a pedestrian trail system for recreational uses, e.g., walking/jogging, cycling, and rollerblading, parking areas to access the area, observation points strategically located for wildlife viewing, interpretive signs describing native flora and fauna, and wetland mitigation, floodplain mitigation and stormwater facilities. The trails will be constructed of asphalt, concrete, wood, or other suitable material. Conservation Corridors shall be maintained for recreational purposes in perpetuity by the CDD(s), or similar entity as may be approved by Pasco County, to allow continued pedestrian access.

(c) Management and maintenance of the Conservation Corridor consistent with the Environmental Management Plan shall be the responsibility of the CDD or another entity acceptable to Pasco County and the Conservation Corridor shall be owned by the CDD or another entity acceptable to Pasco County. However, Pasco County retains the authority to assume

maintenance responsibility for the Conservation Corridor. The Conservation Corridor shall be depicted as an overlay on all preliminary plan/preliminary site plan and construction plans where appropriate and any amended MPUD master plans. The Conservation Corridor shall be designated on the plat(s) as conservation area(s).

(d) Planned roadway crossings and transit alignments within the Conservation Corridor shall be consistent with crossing locations depicted on the Master Roadway Plan and all roadway and preliminary/construction plan under review or approved prior to DO adoption.

(e) The EMP includes the design of the Conservation Corridor wildlife undercrossings. Wildlife undercrossings will be required where shown on the Master Roadway Plan and as indicated in the Project. All wildlife undercrossings will be designed to facilitate the movements of targeted species. The conceptual design for each crossing will be included in the EMP. The final design for each crossing shall be included with each respective preliminary plan/preliminary site plan. Wildlife crossings shall meet the following criteria or best available design at the time of approval by Pasco County:

i. Undercrossings shall be above seasonal high water;

ii. All undercrossings shall incorporate vegetation extending from the Wildlife undercrossing to an adjacent natural system that is designed to guide target wildlife species from the natural system thru the Wildlife undercrossing and to the adjacent natural system and provide cover for the safe hiding of small wildlife (such as rabbits, rodents, and amphibians);

iii. All undercrossings shall incorporate berms and/or fencing outward of the funnel edges near the road to discourage wildlife from crossing the roadway outside a designated crossing.

iv. Conspan designs are not acceptable for small mammal under crossings.

(f) The Developer shall also comply with Section 6 of this DO for the Conservation Corridor.

(6) Environmental Management Plan (EMP).

(a) The Developer has submitted an Environmental Management Plan for review and approval by Pasco County Planning & Growth Management Department, Pasco County Biologist, and the FFWCC. The EMP has been approved by Pasco County Planning & Growth Management Department and the Pasco County Biologist and is incorporated by reference into the DO as Exhibit P. Implementation of the EMP shall be the responsibility of the CDD or another entity acceptable to Pasco County.

(b) The EMP is consistent with the commitments made in the review of the ADA and sufficiency responses and all items included in the Developer's Commitments section of the TBRPC Final Report concerning protection of listed and other wildlife species and their habitats and protected wetlands.

(c) The EMP includes but is not be limited to the following:

i. Protection of Category I wetlands, including Wetland H25; listed species and their habitat and Category II and III wetlands unless otherwise approved by Pasco County, SWFWMD or U.S. Army Corps of Engineers (ACOE).

ii. Special design measures to minimize secondary impacts to Category I wetlands containing listed plant species such as Blue Butterwort, Yellow Butterwort and the Pitcher Plant (Pinguicula caerulea, Pinguicula lutea, and Sarracenia minor, respectively).

iii. Management for specific listed species including but not limited to Wood Stork, Florida Sandhill Crane, Wading birds, Gopher Tortoise, Eastern Indigo snake, Sherman's Fox Squirrel and other listed species documented on-site.

iv. Provides for the regular monitoring of target wildlife populations.

v. Includes specific limits of wetlands pursuant to wetland delineation surveys to be conducted in coordination with SWFWMD, the ACOE and other regulatory agencies as may be appropriate.

vi. The EMP provides for assignment of responsibility for implementation of the EMP to a responsible entity, such as the CDD(s), or similar entity as may be approved by Pasco County.

vii. The EMP includes how nuisance and exotic species will be controlled in both the Conservation Corridor and within other proposed preservation/natural areas.

viii. Conservation Corridor.

1. The EMP ensures the preservation of existing on-site native and non-invasive vegetation and plant communities within the Conservation Corridor subject to Section 5.b.

2. The EMP ensures that the Conservation Corridors remain free of structures inhibiting animal migration such as fences and buildings, unless said structure is directly related to animal movement through the corridors or roadway undercrossing systems specifically designed for use by wildlife or approved boardwalks, pedestrian trails, recreational trails, parking areas to access the area, observation points strategically located for wildlife viewing, interpretive signs describing native flora and fauna, and drainage mitigation features. All plats containing lots adjacent to conservation Corridors and the community's deed restrictions shall include specific language to ensure compliance with this condition and shall be detailed in the EMP.

3. Specific scheduling for all activities that are necessary for the management of the Conservation Corridor are included in the EMP. At a minimum, the management of the Conservation Corridor shall include maintenance, monitoring, and other activities necessary to maintain these areas in perpetuity.

4. The EMP includes the design of all wildlife crossings. Wildlife undercrossings will be required in accordance with approved Master Roadway

Plan. All crossings will be designed to facilitate the movement of targeted species. The conceptual design for each crossing will be included in the EMP. The final design for each crossing shall be included with each respective preliminary plan/preliminary site plan. Wildlife crossings shall meet the following criteria at the time of approval by Pasco County:

a. Undercrossings design shall be in conformance with Pasco County standard specifications;

b. Undercrossings shall be above seasonal high water;

c. Undercrossings shall incorporate vegetation where appropriate extending from the Wildlife undercrossing to an adjacent natural system that is designed to guide target wildlife species from the natural system through the Wildlife undercrossing and to the adjacent natural system and provide cover for the safe hiding of small wildlife (such as rabbits, rodents, and amphibians);

d. Undercrossings shall incorporate berms and/or fencing outward of the tunnel edges near the road to discourage wildlife from crossing the roadway outside a designated crossing. The addition of berms or fencing shall not be required where additional wetland impact and mitigation would result.

e. Where undercrossings are not specified (Exhibit L) but protective measures are determined to be necessary to promote continuity of the Conservation Corridor, wildlife crossing signage shall be provided as recommended by the County on a case-by-case basis.

ix. The EMP shall incorporate the Audubon Signature Silver Program for the golf course to ensure that maximum habitat will be maintained while minimizing use of pesticides.

x. The EMP shall provide for assignment of responsibility for implementation of the EMP to a responsible entity, such as the CDD(s), or similar entity as may be approved by Pasco County.

xi. The EMP shall encourage conservation education for the residents and other users of the development. Details, methods, and examples of educational materials to be provided to residents and users of Wiregrass Ranch DRI shall be included and described in the EMP.

xii. A biennial progress report and an update to the EMP shall be submitted to Pasco County Planning & Growth Management Department, Pasco County Biologist, and FFWCC and shall be included in the biennial report.

(d) Strategy to address nuisance and exotic invasive plant species including removal from the project site during site development and maintenance to ensure such species do not reoccur in accordance with the EMP. Implementation of this strategy shall be the responsibility of entities such as the Home Owners Association (HOA); the CDD(s), or similar entity as may be approved by Pasco County.

(e) Within the building sites, development shall preserve existing onsite native and non-invasive vegetation and plant communities to the greatest extent practicable on a site-by-site basis.

i. Air Quality.

(1) Best Management Practices (BMP), as identified in the Application, shall be employed during site preparation and construction to minimize air quality impacts.

(2) Prior to the first preliminary plan/preliminary site plan approval in Phase 2 of the project, the Developer or its successor shall submit an air-quality analysis regarding applicable Phase 2 transportation improvements consistent with the statutes and rules in effect at that time. If any unmitigated, adverse, air-quality impacts are identified as being caused by traffic

generated by the project, this DO shall be amended to incorporate conditions for curing or mitigating such impacts.

j. Land.

(1) BMP, including those identified in the Application, to reduce soil erosion and fugitive dust shall be implemented and employed during site preparation and construction to prevent wind and water-borne erosion.

(2) Within 60 days after completion of S.R. 56 construction from SR 581 to Meadow Pointe Blvd., the Developer shall provide the Pasco County Engineering Services Department, Survey Division, with one (1) pair of Global Positioning Satellite (GPS) control points with twenty-four (24) hour access. The foregoing sentence has been fully satisfied. Within 60 days after completion of Wiregrass Ranch Boulevard construction from SR 56 to SR 54, the Developer shall provide the Pasco County Engineering Services Department, Survey Division, with one (1) pair of Global Positioning Satellite (GPS) control points with twenty-four (24) hour access. The Developer and the County Surveyor shall mutually determine the location. The 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.

k. Utilities.

(1) Water Supply and Wastewater Treatment.

(a) Pasco County has determined that the Wiregrass Ranch DRI is within the County service area and that the County intends to serve the Wiregrass Ranch DRI.

(b) Pasco County has determined that capacity exists subject to the County receiving all the necessary permits and approvals to implement and construct the planned system improvements and plan expansions needed to serve the development, 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 Developer shall construct all water and wastewater

facilities within the development to Pasco County standards in effect when construction drawings are approved by the Pasco County Utilities Services Branch (PCUSB).

(c) The Developer shall provide the PCUSB with a master water and wastewater utility plan prior to the first preliminary plan/preliminary site plan approval for any entitlements beyond those approved prior to the DO adoption, i.e., the Pulte S.R. 56 MPUD, or C-2 zonings.

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

(e) 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. Water conservation educational materials shall be distributed to all homeowners, other landowners, and businesses.

(f) The project shall utilize the lowest quality water reasonably available, suitable, and appropriate for a particular use.

(g) The use and potential use of reclaimed water shall be maximized where available and practicable as determined by the PCUSB.

(h) Separate lines for irrigation shall be installed in the development during construction unless otherwise established in the Utility Services Agreement with the County. Reuse connections shall also be metered when they occur.

(i) Local water resources are very limited and to the maximum extent practical, the Developer shall minimize water demand. Water saving fixtures shall be required in the project as mandated by the Florida Water Conservation Act (Section 553.14, F.S). The Developer shall comply with Section 603, Land Development Code. The Developer shall encourage 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 used.

iii. Water meters on all irrigation systems

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

(k) 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.

(l) No septic tanks shall be installed on the Wiregrass Ranch DRI site. For the temporary disposal of sewage or wastewater from temporary construction trailers during the interim period before central sewer is installed, the Developer shall comply with the applicable Florida Department of Health and DEP regulations. These temporary measures shall be abandoned when central sewer becomes available.

(2) Water Rights and Water Use Permits. In consideration of Pasco County's agreement to provide potable water service to Wiregrass Ranch DRI, the Developer and its successors and assigns agree to the following:

(a) In the event of production failure or shortfall by TBW, as set forth in Section 3.1 9 of the Interlocal Agreement creating TBW, the Developer, regardless of the permitted use, shall grant Pasco County access to, and shall cooperate with the County in the allocation of

water generated within the project pursuant to any and all Water Use Permits or water use rights the Developer may have to use or consume surface or ground water within Pasco County.

(b) Prior to the Developer releasing, transferring, or selling any water or Water Use Permits or water use rights, the Developer shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water or Water Use Permits or water use rights.

(3) Solid/Hazardous/Biohazardous Waste and Recycling.

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

(c) With the exception of the hospital, it is not anticipated that hazardous or toxic waste will be generated by the project. The 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 was submitted prior to December 31, 2008, and shall be approved by PCUSB to maximize solid-waste recycling for all types of development within the Wiregrass Ranch DRI. A monitoring report updating the implementation and progress of such recycling plan shall be submitted to the PCUSB by the Developer, HOA, CDD, or other entity approved by the PCUSB and shall also be included in the biennial report.

(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.

l. Energy.

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

(2) All Wiregrass Ranch DRI tenants, businesses, and residents in the project shall be encouraged to:

(a) Use energy alternatives, such as solar energy. waste-heat recovery, and cogeneration.

(b) Use landscaping, building orientation, and building construction and design to reduce heat gain.

(c) Institute programs to promote energy conservation by employees, buyers, suppliers, and the public.

(d) Institute recycling programs.

(e) Reduce levels of operation of all air conditioning, heating, and lighting levels during nonbusiness hours.

m. Transportation.

Transportation system improvements required to mitigate the impact of this proposed development have been identified by the County. These transportation system improvements are set forth in Exhibit I (Transportation Mitigation Table) attached hereto.

(1) Proportionate Share and Mitigation Alternatives.

In recognition of either the County's Urban Service Area/Transportation Concurrency Exception Area or the County's later rescission of transportation concurrency, Pasco County no longer requires proportionate share mitigation or analysis, and has determined that the transportation mitigation measures set forth in Exhibit I and the DA satisfy alternate transportation

mitigation requirements of Rule 73C-40.045, F.A.C., and Pasco County's alternate transportation mitigation system. For purposes of demonstrating statutory compliance for other reviewing agencies, the Proportionate Share reflects a change in the transportation proportionate share calculation and mitigation plan for the Wiregrass Ranch DRI as a result of recalculation of the proportionate share contribution for the Wiregrass Ranch DRI meeting the requirements of Sections 380.06(e)6 and 163.3180(5)(h), Florida Statutes. The Developer's proportionate share mitigation dollar amount for Wiregrass Ranch DRI is Forty-Nine Million, Three Hundred and Four Thousand, Four Hundred and Fifty-Eight and 00/100 Dollars ($49,304,458.00) in June 2012 Dollars (the "Proportionate Share") as provided in Exhibit H. This Proportionate Share is less than the cost of the transportation mitigation measures set forth in Exhibit I and the DA. Therefore, the Developer will fully mitigate the transportation impacts related to the Project through the mitigative measures as set forth in Exhibit I and the DA. To the extent that the proportionate share remains a requirement of the Wiregrass Ranch DRI, and to the extent that the costs of the transportation mitigation measures set forth in Exhibit I and the DA continue to exceed the proportionate share, the Master Developer may add to this DRI new entitlements without additional DRI transportation mitigation to the extent that the costs of the transportation mitigation measures set forth in Exhibit I and the DA exceed the proportionate share. The Developer's compliance with this DO and the DA shall satisfy the Developer's transportation mitigation requirements through the Effective Period, as may be extended by the County or pursuant to applicable laws.

(2) Development Agreement. The County and Developer have entered into a development agreement (DA) effective April 16, 2013, as may be amended from time to time. Such DA sets forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the remaining Pipeline Projects in Exhibit I. The DA was prepared consistent with Exhibits H and I. In addition, the DA contains: (a) the agreed schedule for the remaining Pipeline Projects to ensure such Pipeline Projects are expeditiously constructed; (b) a requirement that if the Developer should fail to adhere to the schedule in the DA, then certain development approvals shall

not be issued until the Pipeline Projects obligations have been recommenced to the satisfaction of Pasco County; (c) provisions for assistance from Pasco County in the acquisition of right-of-way, for the remaining Pipeline Projects as needed; (d) requirements for financial performance guarantees to be provided by the Developer to ensure that the remaining Pipeline Projects will be completed in accordance with the applicable schedule; (e) provisions addressing the required payment of mobility fees, or mobility fee credits, and any required cash mitigation payments; (f) insurance and indemnification requirements; and (g) other provisions as deemed appropriate by Pasco County. Changes to the DA which materially affect the requirements in Exhibit I, or which remove any condition required by Rule 73C-40.045, FAC, shall be amended in the DO through the NOPC process pursuant to Chapter 380, Florida Statutes. All other amendments to the DA shall not require an NOPC or DO amendment.

(3) All access and intersection improvements, number of access points, spacing, and geometry of access points shown on page 1 of 2 of Exhibit J (Site Access/Intersection Improvements) attached hereto are conceptual and may be revised or modified subject to compliance with the provisions of Pasco County's and the FDOT's access-management regulations. Each parcel developer shall be responsible for construction of the applicable access improvements shown on Exhibit J unless otherwise approved by the County prior to or concurrent with construction of infrastructure improvements to serve the portions of the project necessitating such improvements as determined by the County at the time of preliminary plan/preliminary site plan approval and/or at the time of issuance of access permits for the project, except where the DA provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the County may also require further site access/site-related intersection improvements and site access/site-related improvements in accordance with the DA. Except where specifically allowed pursuant to the DA or this DO or another County development approval or permit, these improvements are not creditable against the Proportionate Share or against the mobility fee requirements of the development.

(4) <u>Trip Generation Monitoring.</u>

(a) Eighteen (18) months following construction plan approval for vertical construction of fifty (50) percent of the 11,381 p.m. peak-hour project trip generation (pursuant to Phase 1 as of September 7, 2010), or prior to construction plan approval for vertical construction of sixty-five (65) percent of the 11,381 p.m. peak-hour project trip generation (pursuant to Phase 1 as of September 7, 2010), or March 1, 2021, whichever occurs first, 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 build-out. 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.

(b) 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 the perimeter boundary of Wiregrass Ranch DRI. 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 net external trips, diverted trips, pass-by trips, and diverted pass-by trips. In the original analysis for Phase I (originally referred to as Phases I, II, and III (cumulative)), the total pm peak-hour project trips at the project entrance driveways was estimated to be 19,818 (10,077 inbound and 9,741 outbound), which included 3,428 internal capture and 786 pass-by trips.

(c) The results of each monitoring event shall be submitted to Pasco County, TBRPC, and FDOT, and shall include any MUTRM trip reporting required by the DA.

(5) Public Transit.

The Developer shall comply with applicable County and Pasco County Public Transportation Department (PCPT) requirements to accommodate mass transit service to and within the project. In addition, the County and Developer shall enter into an agreement which shall be approved by the Board of County Commissioners prior to any preliminary plan/preliminary site plan

approval within Parcel M7. The agreement shall set forth the terms and conditions governing the dedication and construction of public transit easements and amenities within the project including but not limited to: (a) ingress and egress route(s) for buses; (b) bus stop amenities to service the project, such as benches, bicycle racks, shelters, lighting, pedestrian walkways, and landscaping; (c) locations for bus stop pads along both sides (within the right of way) of all major roadways and frontage roadways at appropriate intervals as shown on the Wiregrass Ranch Master Roadway Plan (MRP) and along such roadways at major activity locations, such as high school, town center, employment center, and major commercial development areas, unless otherwise approved by PCPT, the DRC, or the Board of County Commissioners. For purposes of this requirement major roadways shall include those roadways shown on the MRP that have not received construction plan approval or 100 percent design approval as of the adoption date of this DO. Major roadways and frontage roadways (as defined above) shall be designed and constructed to accommodate bus stop amenities without retrofit to existing roadway cross section improvements (i.e., sidewalk, landscaping, drainage, etc.) at the time when installation of bus stop amenities is required by PCPT. The Developer shall incur the cost for purchase, installation and maintenance of all shelters and accompanying concrete pads as required by the PCPT, DRC or the Board of County Commissioners. Transit amenities within the Traditional Neighborhood Development Town Center shall be reviewed for conformance with the LDC at the time of preliminary plan/preliminary site plan review and approval for Parcel M7. Preliminary and construction plan submittals/approvals for Parcel M7, and for all major roadways and frontage roadways (as defined above) shall satisfy the foregoing requirements. The Developer will be eligible for credits for any land areas dedicated for transit in accordance with the County's mobility fee regulations and the Development Agreement. The Developer and/or their successors agree to maintain the transit accommodations facilities on privately maintained roadways and property in good working condition as determined by PCPT. The Developer and their successors shall not refuse PCPT or any other transit authority, or any of their users/patrons, reasonable access to such facilities.

(6) Transportation Demand Management (TDM Program).

In the first year following the completion of development in Phase 1, the Developer shall initiate a TDM Program to seek to divert vehicle trips from the p.m. peak-hour. The TDM Program shall include a biennial assessment of the actual achievement of trips diverted from the p.m. peak-hour as a result of the program using a methodology approved by Pasco County. Results of the TDM Program shall be included in each biennial report. If the County approved methodology is utilized, the Developer shall be entitled to a credit for any documented trips diverted from the p.m. peak-hour as a result of the TDM program in any future traffic analysis or monitoring requirement for the DRI.

(7) Master Roadway Plan (MRP).

The Developer has obtained approval of a MRP which includes, subject to any approved variances or alternative standards, right-of-way widths (including right-of-way widths consistent with the Comprehensive Plan Corridor Preservation Table), roadway cross sections, number of lanes, intersection geometry, construction phasing, design speed, internal access points, bus stop pads, and alignment for all major County collector and arterial roadways within or adjacent to the DRI and not required by the Wiregrass Transportation Mitigation Table and Development Agreement. The MRP has demonstrated compliance with the County's collector and arterial design and spacing standards of the LDC, subject to any approved variances or alternative standards.

n. Educational Facilities.

(1) The Developer shall comply with the terms of the School Impact Fee Ordinance No. 01-06, adopted February 27, 2001, as amended.

(2) The development of the Wiregrass Ranch DRI will generate the need for educational facilities. The Applicant/Owner and the Pasco County School Board (School Board) have determined that there will be a need for one (1) high school site, one (1) middle school site, and up to four (4) elementary school sites. On March 2, 2004, the Applicant/Owner and the School Board entered into an Agreement intended to identify and address the school site needs described herein. This Agreement, as currently constituted and as it may be amended, is an enforceable obligation of

the Developer. The Agreement provides for the conveyance of the school sites described herein and directs the Developer to provide road access and utility facilities to each school site. The Agreement with the School Board is hereby incorporated by reference into and made part of this DO as Exhibit N. The on and off-site infrastructure needed for the school sites in the Project shall be the responsibility of the Developer and/or School Board pursuant to the foregoing Agreement, or the responsibility of the School Board to the extent such infrastructure needs are not addressed in the foregoing Agreement. Pasco County shall not have any responsibility for the on and off-site infrastructure needed for the school sites in the Project pursuant to any existing interlocal agreements between the School Board and Pasco County, except to the extent Pasco County has specifically agreed to be responsible for the Project infrastructure as a whole in this DO or is otherwise required to provide such infrastructure pursuant to state law. The Developer is not entitled to school impact fee credits for the parcels purchased by the School Board.

(3) As of the date of this DO Amendment, the School Board has purchased one (1) high school, one (1) middle school, and one (1) elementary school, and educational facilities have already been constructed on the high school and middle school parcels. The Developer and School Board have identified parcels for three (3) elementary schools. The parcels are shown as VI, V2, and V3 on Map H. Parcel V1 is owned by the School Board. The location of the fourth elementary school parcel has not been determined as of the date of adoption of this DO. The Developer and School Board anticipate that this parcel will be selected at a later date, pursuant to the Agreement, if the School Board determines such site is necessary. The Developer and the School Board have agreed that each parcel will be provided road access and utility service to the parcel boundary by the Developer. Based upon the foregoing, it is a condition of this DO that Pasco County shall not, without prior written agreement of the School Board, approve amendments to this DO or Map H which would cause or require the relocation or realignment of the road network depicted on Map H so as to either: (i) restrict or eliminate the required public road access to the school parcels selected by the School Board, or (ii) create an unsafe condition for the school sites which contravenes

acceptable access management standards. This provision applies to public access serving the fourth elementary school once the location of said parcel is determined by the Developer and the School Board.

o. Recreation and Open Space.

Compliance with the following shall be deemed to satisfy the Recreation and Open Space requirements for the Project: (a) The Wiregrass Conceptual Master Parks Plan approved by the DRC on May 26, 2011, as amended, (b) the Agreement for Charitable Contribution, Sports Park Donation Property, between Wiregrass Ranch, Inc., Flycatcher Enterprises, LLC, and the County, dated November 7, 2012, as amended (the "Park Donation Agreement"), (c) the Wiregrass Ranch Neighborhood Parks Variance Conditions of Approval, approved by the DRC and dated May 26, 2011, as amended, and (d) payment of applicable parks and recreation impact fees, or use of approved credits in lieu of such payment, to the extent such credits are permitted by the Park Donation Agreement.

p. Fire/Police/Libraries/General Government Services.

(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 Developer shall pay applicable impact fees for libraries, fire/emergency medical services (EMS), law enforcement and general government services buildings, subject to impact fee credits as provided for herein and applicable impact fee ordinances.

(2) The Developer shall convey to the County without compensation other than impact fee credit, three (3) sites for (i) a general government service center, (ii) fire/EMS facility, and (iii) sheriff substation in one or more of the following parcels (unless the Developer and County otherwise agree in writing): M7, M15, M4B or M6 of Map H. The specific location of each site shall be identified and agreed to by Pasco County and the Developer no later than the approval of the master plan for the Town Center in Parcel M7 by Pasco County. In addition, if Pasco County has not agreed

to the specific location for each site prior to preliminary plan/preliminary site plan submittals for Parcels M15, M4B, and M6, the Developer shall consult with the County Administrator, or his designee, regarding the location of the foregoing sites, and provide written evidence of the results of such consultation with the preliminary plan/preliminary site plan submittals for Parcels M15, M4B, and M6. If Pasco County has agreed to locate any of the foregoing sites within any of the foregoing parcels, the preliminary plan/preliminary site plan submittal for such parcel shall depict the location, size and required infrastructure for such site. The fire/EMS site will be a maximum of 2 upland developable acres, and the sheriff substation will be a maximum of 1 upland developable acre (the County may agree to less acreage depending on the exact location and developer accommodation of parking, drainage/floodplain mitigation, etc.). The government services center site must be large enough to accommodate a 25,000 square foot building footprint for a 3-story building (total of 75,000 square feet) including sufficient parking, drainage/floodplain mitigation areas, etc., to accommodate such a building. Part of the government services center building may include a library. Subject to Pasco County and Sherriff's Office approval, the fire/EMS site and sheriff substation site may be combined into one site. Within 90 days of written request by Pasco County, each site, as applicable, shall be conveyed to the County and the Developer shall provide the County a legal description, sketch, and all other conveyance documents as required by the County for such site. The conveyances shall be deed-restricted to the foregoing governmental purposes. The Developer shall provide all off-site infrastructure, including but not limited to, access roads, intersection improvements, and utilities (including but not limited to water, sewer, electric, cable and telephone) to the proposed entrance to each site, and all such connections shall be brought to the physical boundaries of such site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to approval of the first record plat or construction plan approval of fifty percent (50%) of the specifically approved residential entitlements in the DRI or as necessary to serve adjacent development or development within the Town Center. Except as set forth in this paragraph, the Developer shall not have any transportation mitigation requirements or obligations for

such sites. If sufficient office entitlements are added pursuant to Section 4.a(4), the Developer shall allocate 75,000 square feet of office entitlements for the government services center building, and Pasco County shall be responsible for any and all transportation proportionate share and transportation mitigation improvements, impact fees or mobility fees, and other mitigation and/or contribution of funds, land or facilities reasonably attributable to such entitlements; provided, however, the County reserves the right to exempt such entitlements from any such requirements that are imposed or enforced solely by the County, except for access management, stormwater and utility requirements for which waiver could adversely affect any other development within the DRI.

(3) In addition, the Developer shall mitigate any isolated wetlands located within each site's boundaries, if required to accommodate the improvements, prior to approval of the first record plat or construction plan approval of fifty percent (50%) of the specifically approved residential entitlements in the DRI or as necessary to serve adjacent development or development within the Town Center. To the extent necessary, Pasco County shall provide all necessary consents, easements, approvals, or other permit applications requested by Developer that are necessary for Developer to provide such roads, utilities, and mitigation. All conveyances shall be in a form acceptable to the County, free and clear of all liens, exempt from assessments and architectural/design requirements and/or design approval of all special districts, and exempt from all covenants and deed restrictions, except the specified public use.

(4) If a roadway conveyance adjacent to any of the foregoing site conveyances creates a strip of land between the proposed access road(s) and such site, the Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to Pasco County, to ensure road access to the site.

(5) Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required acreages for the foregoing conveyances, unless such areas are usable in accordance with Section 5(f)(5) of this DO.

(6) The Developer shall receive impact fee credit against the land portion of each applicable existing impact fee ordinance for the foregoing conveyances in the amount of 115% of the County Property Appraiser's land value at the time of conveyance. Impact fee credits for all applicable impact fee ordinances shall not begin to accrue until such conveyance is complete. Credits for sites containing more than one public facility (i.e. fire/EMS and law enforcement) shall be prorated based on the percentage of the site occupied by each creditable public facility determined by the County Administrator or his designee.

(7) Wiregrass Ranch 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

(8) The 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 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. The Developer shall comply as applicable with the Pasco County Hurricane Mitigation for New Development in the Hurricane Vulnerability Zone (HVZ) and For New Mobile Homes Ordinance, No. 04-42, adopted September 21, 2004.

r. Affordable Housing.

(1) With respect to the various buildings actually constructed within Phases 1 through 4 of Wiregrass Ranch DRI, the following cash mitigation payments shall be required to voluntarily address the affordable housing needs of the County:

$100 per single family residential unit

$80 per multi-family residential unit

$0.35 per gross square foot of retail space

$0.25 per gross square foot of office space

No cash mitigation shall be required for affordable housing units provided in accordance with subsection r.(4) or r.(8).

(2) The cash mitigation payments shall be made prior to issuance of the certificate of occupancy as to each residential unit, and at the time of issuance of the final building permit for the tenant/occupant's interior build-out improvements as to all retail and office space.

(3) The cash mitigation payments shall be placed into a designated County special revenue fund for "Wiregrass Ranch DRI Affordable Housing Mitigation Fund" for a period of not less than three (3) years after final approval of this Development Order, pending the potential approval of one (1) or more "on-site" affordable housing programs as set forth below. At the end of said three (3) year period, Pasco County may utilize the then-existing special revenue fund and any future cash mitigation payments, in its discretion within its affordable housing program(s), if no such "on-site" program has been proposed and approved for the Project.

(4) In lieu of the cash mitigation payments required above, either in whole or in part, Wiregrass Ranch DRI may propose for TBRPC and Pasco County approval, one (1) or more "on-site" affordable housing programs to satisfy such obligation by one (1) or more of the following types of programs; provision of affordable rental or for-sale housing; provision of land for other affordable housing programs: provision of affordable rental or purchase subsidy assistance; provision of down payment, closing cost or other acquisition cost assistance; provision of financial assistance; or other affordable housing assistance deemed appropriate and suitable, in whole or in part, by TBRPC and Pasco County. If one or more such "on-site" programs are approved, then the funds in the mitigation special revenue fund above, shall be utilized for such program(s).

(5) This Section r. shall not apply to any building structure within Wiregrass DRI that has been issued a final certificate of occupancy (CO) as of the date of approval of this Development Order.

(6) The terms "affordable" or "affordable price" for purposes of subsection r.(4) above, shall mean a price that is affordable to a family with a median income that does not exceed one hundred twenty (120) percent of the median income for the Tampa-St. Petersburg-Clearwater Standard Metropolitan Statistical Area (SMSA). For a housing unit to qualify as "affordable," the housing unit, or the larger development that includes the housing unit, must be designated as affordable by Pasco County's Community Development Manager consistent with the foregoing definition and applicable federal, state and local income and expense criteria for affordable housing, and the housing unit must be sold to a family that satisfies the foregoing income criteria, as determined by the County Community Development Manager.

(7) Pasco County will proceed diligently and in good faith with development of an ordinance to adopt mandatory affordable housing requirements throughout its jurisdiction, including DRI level and sub-DRI level development projects, and to apply substantially consistent requirements as set forth herein for Wiregrass DRI to all other pending or future DRI projects within Pasco County, Florida, on a non-discriminatory basis. If the County adopts affordable housing requirements and the required contributions are higher than the contributions required in the development order, development within the Wiregrass DRI that (i) has not already paid the contribution amounts set forth in subsection r.(2) above, or (ii) has not been mitigated for pursuant to subsection r.(4) above or r.(8) below, or (iii) is not otherwise exempt pursuant to the County affordable housing ordinance, shall thereafter pay the higher ordinance amount instead of the cash mitigation requirements in subsection r.(1).

(8) Without limiting programs which may be approved pursuant to subsection r.(4) above, the developer may satisfy such obligations, and receive credits against the required payments as follows:

(a) Assumable Equity Mortgage for Affordable Units Provided On-Site.

i. Any entity within the Wiregrass Ranch DRI that sells a housing unit at an affordable price with an assumable equity mortgage satisfying the requirements of this subsection shall be entitled to a credit against the required cash mitigation requirement at the time the assumable equity mortgage is assigned to, and accepted by, Pasco County. An assumable equity mortgage is a mortgage equivalent to the difference in value between the affordable price for the housing unit and the appraised market price for the housing unit at the time it is sold, and provided to the seller of the housing unit in consideration for the seller agreeing to sell the housing unit at a reduced affordable price, which is sometimes referred to as an equity mortgage. To qualify for a credit against the required affordable housing cash payment, the assumable equity mortgage must: (a) be a recorded assignable and assumable first or second mortgage on the property, (b) require repayment at closing in the event the housing unit is resold at a price that is not affordable, (c) have a value that is no less the value of the credit for one housing unit, as calculated pursuant to the formula set forth below and (d) is sold to a household that earns less than 120% of the adjusted median income for the Tampa-St. Petersburg-Clearwater SMSA. In the event of a repayment of an assumable equity mortgage, the County shall utilize the repayment proceeds in accordance with subsection r.(3).

ii. Unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for a different credit amount, the amount of the credit for each assumable equity mortgage assigned to the County shall be determined in accordance with the following formula: ([$100* specifically approved single family units]+[$80*specifically approved multi-family units]+[$.35*specifically approved retail square footage]+[$.25*specifically approved office square footage])/($.10*specifically approved total dwellings for the project). For example, if the Wiregrass Ranch DRI is specifically approved for the following entitlements: 8,500 single family units, 4,000 multi-family units, 2,740,000 square feet of retail, and 1,200,000 square feet of office, the amount of the credit for each assumable equity mortgage assigned to the County would be $1,943.00, computed as follows:

([8500*$100]+[4000*$80]+[2,740,000'$.35]+[1,200,000*$.25]/(12,500*.1)=$1,943

(b) Donation or Reduced Sale of Land or Lots to a County Sponsored Affordable Housing Non-Profit.

i. Any entity within the Wiregrass Ranch DRI that donates, or sells for a reduced price, land or lots to a County sponsored affordable housing non-profit corporation to construct affordable housing units ("Non-Profit") shall be entitled to a credit against the required cash mitigation requirement at the time the land or lot is conveyed to the Non-Profit, and the value and unit yield of the land or lot(s) is confirmed in writing by the Pasco County Community Development Manager consistent with the credit calculation set forth below. To be eligible for credit, the land or lots conveyed to the Non-Profit must be acceptable to the County Community Development Manager.

ii. Unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for a different credit amount, the amount of the credit for land or lots donated, or sold for a reduced price, to a Non-Profit shall be the actual appraised market value of the land or lots conveyed less the price paid by the Non-Profit, not to exceed $30,000 per lot. In the event the conveyance involves land for more than one lot, or more than one dwelling unit can be built on the land conveyed, the maximum credit shall be $30,000 multiplied times the maximum number of units that can be built on the property pursuant to applicable DRI, Comprehensive Plan, zoning and land development code requirements (as determined by the County Community Development Manager after consultation with the County Development Director).

iii. Credits shall be issued to the entity that either (1) assigns the assumable equity mortgage in accordance with subsection r.(8)(a), or (2) donates or sells for a reduced price the land or lots in accordance with subsection r.(8)(b). Credits shall be issued by the County Community Development Manager. Credits, once established and issued, are assignable in accordance with the procedures set forth in the Transportation Impact Fee Ordinance. Credits are only assignable within the Wiregrass Ranch DRI, unless the County-wide affordable housing

ordinance discussed in subsection r.(7) allows for assignment of credits to developments outside the Wiregrass Ranch DRI. Development in the Wiregrass Ranch DRI shall make the cash payments set forth in subsections r.(l) or r.(7) whenever it does not have County approved credits pursuant subsection r.(8) sufficient to cover the required cash payments when they are due. Cash payments and credits may only be used to satisfy the affordable housing obligations set forth in this subsection r., and are not refundable or eligible for exchange for cash from the County, except to the extent the County-wide affordable housing ordinance discussed in subsection r.(7) allows for refunds.

s. Historical and Archaeological.

Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Division of Historical Resources, and Pasco County to either protect and preserve the site(s) in place or to mitigate any adverse impacts consistent with the requirements in Rule 73C-40.043, FAC. This DO shall be amended to incorporate any required mitigation consistent with Rule 1A-46, FAC. If any significant resources are found, a Certificate of Appropriateness must be obtained from Pasco County pursuant to requirements of the Land Development Code.

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 Developer in accordance with the Rule 73C-40.0252, FAC.

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

(3) All conveyance(s) required pursuant to this DO shall be in a form acceptable to the Pasco County Real Estate Division, free and clear of all liens, excluded from the

assessments of all special districts, and exempt from all covenants and deed restrictions which prohibit the uses intended for the land conveyed.

(4) If there is an internal conflict between provision(s) of this DO, then the more stringent provision(s) shall prevail.

(5) 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 Developer shall be required to pay the fees from the point of such adoption, forward, subject to applicable credits for past and future mitigation, in accordance with the terms of the ordinance(s) or resolution(s).

(6) Should development significantly depart from the parameters set forth in the Application 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, Florida Statutes.

(7) Approval of Wiregrass Ranch DRI satisfies the provisions of Subsection 380.06(15), Florida Statutes, and the following provisions of the FAC, Rule 73C-40.041, Listed Plant and Wildlife Resources Uniform Standard Rule; Rule 73C-40.044, Hazardous Material Usage, Potable Water, Wastewater, and Solid Waste Facilities Uniform Standard Rule; Rule 73C-40.043, Archaeological and Historical Resources Uniform Standard Rule; Rule 73C-40.045, Transportation Uniform Standard Rule; and 73C-40.048, Adequate Housing Uniform Standard Rule.

(8) 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.

u. Procedures.

(1) Biennial Reports.

(a) Monitoring of Wiregrass Ranch DRI by the County shall be the responsibility of the County Administrator or his designee.

(b) The Developer shall provide a biennial report on the required form to the Pasco County Planning & Growth Management Department, the TBRPC, and the DEO on the two (2) year anniversary date of final adoption of the Original DO as amended by the DO Amendment on October 9, 2007 and every two (2) years thereafter during the term of this DO. The contents of the biennial report shall meet the requirements of Section 380.06(18), Florida Statutes, and Section 73C-40.025(7) FAC, and shall include all additional data and information, as required in this DO.

(c) If the biennial report is not submitted within sixty (60) days after the due date, Pasco County shall notify the 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), Florida Statutes, as amended, until a public hearing has been held pursuant to Section 380.06(19), Florida Statutes, as amended, to determine if a substantial deviation has occurred.

(d) In addition to the required elements of the biennial report, the Developer shall include:

i. The cumulative number of units developed through the land use tradeoff mechanism.

ii. 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.

iii. A synopsis of all DRI and zoning amendments.

iv. A synopsis of ownership (major parcels).

v. A list of DRI/DO conditions of approval and whether the Developer has met the conditions.

vi. All applicable monitoring reports as identified in this DO for ground water, storm water, transportation, and environmental issues.

vii. An updated Entitlement Tracking Chart, if applicable.

(2) Amendments/Substantial Deviations.

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

(3) Notice of Adoption.

(a) A Notice of Adoption of this resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), Florida Statutes, as amended.

(b) The Clerk of the Board of County Commissioners shall return five (5) signed and certified copies of this DO, the Notice of Adoption and an additional original executed Notice of Adoption to the Pasco County Planning & Growth Management Department. The Pasco County Planning & Growth Management Department shall then send copies of each document to the DEO, TBRPC, and to attorneys of record in these proceedings.

(c) The DO shall be deemed rendered upon transmittal of copies to all recipients identified in Chapter 380.06, Florida Statutes.

(4) Severability.

Each provision of this DO is material to the Board of County Commissioners approval of this DO. Accordingly, the provisions are not severable. In the event any

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

DONE AND RESOLVED this 11th day of JUNE, 2013.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

PAUL A. SCONEIL, Ph.D., CLERK AND COMPTROLLER

THEODORE J. SCHRADER, CHAIRMAN

APPROVED
IN SESSION
JUN 11 2013
PASCO COUNTY
BCC

EXHIBITS

A. Application* (ADA and Sufficiency Responses)

B. TBRPC DRI Final Report* and NOPC Report

C. Legal Description

D. Developer's Commitments

E. Entitlements Tracking Chart

F. Land Use Equivalency Matrix

G. Map H – Master Plan

H. Proportionate Share Calculation

I. Wiregrass Ranch DRI Transportation Mitigation Table

J. Site Access/Intersections

K. Wetlands Categorization Map

L. Conservation Corridor

M. Settlement Agreement with Pasco County and FDOT dated December 22, 2006*

N. Agreement with School Board

O. Agreement with Florida Department of Community Affairs dated October 8, 2004*

P. Environmental Management Plan*

Q. Assignment of DRI Entitlements by Master Developer (as of September 7, 2010)

*Incorporated by reference only

EXHIBIT A

WIREGRASS RANCH DRI NO. 260

APPLICATION FOR DEVELOPMENT APPROVAL AND SUFFICIENCY RESPONSES*
&
NOTICE OF PROPOSED CHANGE APPLICATION*

***INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND DEVELOPMENT DEPARTMENT**

EXHIBIT B

WIREGRASS RANCH DRI NO. 260

TBRPC FINAL REPORT* AND NOPC REPORT

***INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND DEVELOPMENT DEPARTMENT**

Tampa Bay Regional Planning Council

NOPC

Notice of Proposed Change Report
4000 Gateway Centre Boulevard, Suite 100, Pinellas Park, FL 33782
Phone (727) 570-5151 / FAX (727) 570-5118
www.tbrpc.org

DRI #260 - WIREGRASS RANCH
PASCO COUNTY

On December 27, 2012 (dated same), the Applicant submitted a Notice of Proposed Change application requesting modifications to the Development Order. Supplemental information was provided on March 8, 2013 (dated same). The following constitutes a summary of project entitlements and history, a description of the proposal, and the Council recommendation.

PROJECT DESCRIPTION

On August 3, 2007, the Pasco County Board of County Commissioners rendered to the Tampa Bay Regional Planning Council (TBRPC) Resolution No. 08-06, a Development Order adopted on July 17, 2007. The Development Order granted specific approval for the first three (of four) project phases to Wiregrass Ranch, Inc. Specific approval of Phase 4 is contingent upon further transportation and air quality analyses. The mixed-use project is situated on 5,100-acres in south-central Pasco County, east of the Seven Oaks DRI and S.R. 581, south of S.R. 54, southwest of the New River DRI, west of the Wesley Chapel DRI and north of the Meadow Pointe DRI. The Development Order currently expires on December 31, 2020.

With the Development Order being modified initially to resolve an appeal by the Florida Department of Community Affairs, whereby Exhibit I was amended to clarify the Phases 2 and 3 proportionate share mitigation requirements (i.e. October 9, 2007/Resolution No. 07-291), the Order had subsequently been modified three times, most recently on February 5, 2013 (Resolution No. 13-99). The Amendments have cumulatively: changed the Developer of Record to "Locust Branch, LLC; authorized Light Industrial, University, and Attraction/Recreation facility as potential uses which could be attained through the utilization of the Land Use Equivalency Matrix (LUEM); modified the limits of flexibility granted in association with the LUEM; modified the Master Development Plan (Map H); modified Exhibit E/Map H-3/"Land Use Schedule," which contains project acreages and designates parcel development by phase; modified Exhibit I (entitled "Wiregrass DRI Transportation Mitigation Terms and Conditions") to reflect renaming of "Porter Boulevard" as "Wiregrass Ranch Boulevard", extend the due dates associated with the required "Letters of Credit", increase the Phase 1 proportionate share credit for the hospital and medical office employment center uses, allocate entitlements attributable to each pipeline improvement and the subphasing of improvements 6 and 7, update the proportionate share costs to reflect July 2009 FDOT cost indexes; added "the Pasco County 2 year extension" to construction start dates and financial assurance column; modified the Land Use Table; modified numerous tables within Exhibit H to reflect the use of June 2009 FDOT cost indexes; extended all phase buildout and Development Order expiration dates; recognized conversions of 34 Single-Family residential units (from Phase 3) for 9,180 sq. ft. of Medical Office to be advanced to Phase 1, 84 Single-Family residential units (from Phase 3) to 707-student Community College campus to be advanced to Phase 1, and 251 Single-Family Detached Units (216 from Phase 2 & 35 from Phase 3) to 196 Hospital Beds and advanced to Phase 1; modified the underlying Future Land Use classifications assigned to the project from MU (Mixed Use) and RES-3

(Residential - 3 units/acre) to PD (Planned Development) within Subsections 1.e and 5.b.(4)(a) of the Development Order for consistency with the Pasco County Comprehensive Plan; Vested Office entitlements subject to conditions; Added provisions to recognize Pasco County's adoption of an Urban Service Area, a Transportation Concurrency Exception Area and allowance for Mobility Fees in lieu of Transportation Concurrency; clarified language that already allows potential advancement of Land Uses and entitlements to an earlier phase; recognized land uses and entitlements that may be added to a phase without transportation analysis (i.e. "Exempt Uses"); replaced all references from "Department of Community Affairs" (DCA) to "Department of Economic Opportunity" (DEO); advanced all specifically approved Office entitlements to Phase 1; replaced Exhibit E with "Entitlement Tracking Chart" and clarified entitlement assignment process; authorized the Town Center to potentially be located on another Parcel(s) and revised the applicable standards; revised the locations and development standards of the Corporate Business Park and Hotel; added definitions for Traditional Neighborhood Design (TND) and Transit-Oriented Development (TOD); revised the provision for interconnectivity; updated the Ground Water and Surface Water Monitoring Plan (GSMP) Baseline Monitoring and reporting status; updated Exhibit L (Conservation Corridor Exhibit) and the Environmental Management Plan implementation status; updated the GPS Control Point provisions; updated the approval date of the Developer's Agreement; clarified the responsibility for and conceptual nature of Exhibit J (Site Access/Intersections); updated and clarified trip generation monitoring program to adjust trip monitoring thresholds for any entitlements moved from one phase to another phase; clarified when Mobility Fees and Credits are applicable; updated the status of the Master Roadway Plan; identified which Parcels have been conveyed to the School Board; provided alternative locations for a District Park; revised the provisions for a general Government Service Center and clarify reservation of and responsibility for 75,000 sq. ft. of Office entitlements for government services buildings; made Exhibit M ("Settlement Agreement with Pasco County and FDOT dated December 22, 2006") and Exhibit O ("Agreement with Florida Department of Community Affairs dated October 8, 2004") reference only; revised Exhibit I ("Wiregrass Ranch DRI Transportation Mitigation Table"); advanced 2,000 Single-Family Detached from Phases 1C & 1D to Phase 1A and adjusted the Proportionate Share Per Trip Fee for Phases 1C & 1D accordingly; and revised the Conditions for when the Easement Agreement for the Park & Ride Facility must be provided, as well as the location and conditions for the Park & Ride Facility.

The following constitutes the revised/approved phasing schedule:

LAND USE		PHASE 1 (Buildout: 3/01/2026)	PHASE 2 (Buildout: 3/01/2026)	PHASE 3 (Buildout: 3/01/2026)	PHASE 4[2] (Buildout: 3/01/2030)	TOTAL
RESIDENTIAL	#	6,000	4,473	0	1,000	11,473
	(Single-Family)	(4,000)[1]	(2,947)[1]	(0)	(0)	(6,947)
	(Multi-Family)	(2,000)	(1,526)	(0)	(1,000)	(4,526)
RETAIL	Sq. Ft.	1,580,800	800,000	340,000	460,000	3,180,800
OFFICE	Sq. Ft.	1,059,080	0	0	875,000	1,934,080
MEDICAL OFFICE	Sq. Ft.	199,180	0	0	0	199,180
HOTEL	Rooms	480	0	0	0	480
HOSPITAL	Beds	371	0	0	0	371

LAND USE		PHASE 1 (Buildout: 3/01/2026)	PHASE 2 (Buildout: 3/01/2026)	PHASE 3 (Buildout: 3/01/2026)	PHASE 4[2] (Buildout: 3/01/2030)	TOTAL
ATTRACTION & REC.	Sq. Ft.	300,000	0	0	0	300,000
COMM. COLLEGE	Students	707	0	0	0	707
UNIVERSITY	Students	0	0	0	0	0
LT. INDUSTRIAL	Sq. Ft.	0	0	0	0	0
GOLF	Holes	18	0	0	0	18
SCHOOLS/ELEMENTARY	#	1	1	1	1	4

1. Single-Family residential entitlements are inclusive of 1,000 "elderly housing units" within Phase 1 and 1,500 within Phase 2.
2. Specific approval of Phase 4 is contingent upon further transportation and air quality analyses.

PROPOSED CHANGES UNDER THIS NOPC

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

1 Add a 24-acre parcel to the project. The parcel was formerly dedicated to the County for construction of a "National Tennis Center";

2 Revise Developer Commitments *(Exhibit D)* to reflect those Commitments which have been modified or are superceded by Conditions of the adopted Development Order;

3 Revise the Land Use Equivalency Matrix *(Exhibit F)* to reflect all conversion rates;

4 Revise the Master Development Plan *(Exhibit G/Map H)* to reflect addition of Tennis Center parcel and to relocate the Community Park & District Park to Parcel M21;

5 Revise the Proportionate Share Calculations *(Exhibit G)* based on new methodology procedures approved by the legislature and the current FDOT costs. The analysis techniques and procedures were contained in the Transportation Methodology Statement that was agreed to by the transportation review entities;

6 Revise the required transportation mitigation *(Exhibit I)* to reflect pipeline projects which have been revised or removed, consolidation of the former Phases 1-3 into a single phase, replace existing transportation obligations with only those resulting from the revised transportation analyses, update listing based on completed improvements, and rename "581 Bypass/Loop Road" pipeline project; [*Exhibit I & Condition 5.m.(1)*]

7 Change "Limited Exemption Uses" reference to "Exempt Uses" based on revised terminology contained in the Development Order; [*Stipulation 3.g. & Condition 5.b.(8)*]

8 Consolidate all specifically-approved phases (i.e. Phases 1-3) into a single phase to be known as "Phase 1." Additionally, rename former "Phase 4" as "Phase 2," while retaining its conceptual-approval status; [*Condition 4.a.(1) & Condition 4.b.(3)/Table 1*]

9 Clarify concurrency reservation, guarantee and vesting for public facilities, and transportation mitigation requirements for consistency with Development Agreement and Urban Service Area provisions; [*Conditions 4.a.(1)-(4)*]

10 Delete provision regarding potential advancement of land uses and entitlements to an earlier phase since specifically approved phases are being combined; [*Condition 4.a.(4)*]

11 Clarify and define the "Effective Period"; [*Conditions 4.b.(1)-(3)*]

12 Delete repetitive provisions regarding the County's Urban Service Area/Transportation Concurrency Exception Area; [*Condition 4.d.(2)*]

13 Consolidate the retirement housing figures into a single phase and require Master Developer approval of any/all conversion(s) from age-restricted to *non* age-restricted housing units with corresponding increase in mobility fees; [*Conditions 5.b.(1)(a)-(c)*]

14 Revise Town Center designation to reflect updated requirements for *Traditional Neighborhood Development* (TOD), *Transit-Oriented Development* (TOD) and *Mixed-Use Trip Reduction Measures* (MUTRM); [*Condition 5.b.(2)(a)*]

15 Clarify "Exempt Use" status for Hospitals, Community College/University, Hotel, Attraction/Recreation facilities in accordance with the County's Land Development Code; [*Conditions 5.b.(3)-(6)*]

16 Relocate the definition of "Traditional Neighborhood Design" (TND); [*Condition 5.b.(7)*]

17 Clarify the pedestrian/bike crossing design standards/requirements and change reference from "SR 581 Realignment" to "581 Bypass/Loop Road" to reflect renaming of roadway; [*Conditions 5.b.(9)(b)-(c)*]

18 Delete land use exchange provision related to potential exchange between phases since specifically approved phases are proposed for consolidation; [*Condition 5.c.(1)(a)*]

19 Delete land use exchange restrictions for Hospitals, Medical Office and Community College uses since these are would be considered "Exempt Uses"; [*Condition 5.b.(1)(c)*]

20 Change land use exchange conditions related to age-restricted housing units and allow for potential conversion(s). Any such conversion may/would require additional analyses and/or mitigation; [*Condition 5.c.(1)(f)*]

21 Delete the current restriction allowing a ten-percent increase of the total specifically-approved entitlements for any individual use. Alternatively, the maximum amount of each use will be governed by the Pasco County Comprehensive Plan; [*Conditions5.c.(1)(g)-(h)*]

22 Delete land use exchange conditions related to any other amendments to the land use mix or proposed phasing schedule; [*Condition 5.c.(3)*]

23 Eliminate the phasing component of transportation mitigation since all specifically-approved phases are proposed for consolidation; [*Condition 5.m.(1)*]

24 Modify the trip generation monitoring provisions to recognize independent thresholds for Phases 1, 2 and 3 since phases are being consolidated; [*Condition 5.m.(4)*]

25 Clarify Neighborhood Park, District Park and Community Park as well as existing School conveyances; [*Condition 5.o.(1)*] and

26 Clarify and update several "General" conditions. [*Conditions 5.t.(2), 5.t.(3), 5.t.(6), 5.t.(7)* and *5.t.(8)*]

CONSISTENCY WITH SUBSECTION 380.06(19), FLORIDA STATUTES

The following statutory citations apply to this proposal:

SUBSECTION REFERENCE #	SUBSECTION VERBIAGE AND COMMENTARY (WHERE APPLICABLE)
380.06(19)(a)	*Any proposed change to a previously approved development which creates a reasonable likelihood of additional regional impact, or any type of regional impact created by the change not previously reviewed by the regional planning agency, shall constitute a substantial deviation and shall cause the proposed change to be subject to further development-of-regional-impact review. There are a variety of reasons why a developer may wish to propose changes to an approved development of regional impact, including changed market conditions.*
380.06(19)(b)10.	*A 15-percent increase in the number of external vehicle trips generated by the development above that which was projected during the original development of regional impact review... shall constitute a substantial deviation and shall cause the development to be subject to further development-of-regional-impact review without the necessity for a finding of same by the local government.* The proposal includes a provision to allow an expansion of potential "exempt uses" (i.e. County promoted and/or desired uses) which could be approved without a requirement for additional transportation analysis. While transportation mobility fees associated with "exempt uses" would be assessed and offset by County funding, an increase of project-related trips beyond the 15 percent identified in this citation could be experienced as a result of future expansion(s).
380.06(19)(e)2.i.	*"Any renovation or redevelopment within a previously approved development of regional impact which does not change land use or increase density or intensity of use"* [is not a Substantial Deviation]. However, adversely, any future intensification of project-related uses in any form or fashion would be presumed to constitute a Substantial Deviation.
380.06(19)(e)3.	*"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 (c) shall be presumed to create a substantial deviation. This presumption may be rebutted by clear and convincing evidence."*

DISCUSSION

The following statements serve as representations made by, or on behalf of, the applicant or are acknowledgments 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 applicant has rebutted the presumption of a Substantial Deviation and that no further information would be required in conjunction with the current proposal:

1. A 24-acre parcel was previously dedicated to Pasco County for construction of a "National Tennis Center" by Wiregrass Ranch. However, since this facility will not be constructed, "*Pasco County will be returning the parcel of land to Wiregrass Ranch*" for inclusion within the DRI. (March 8, 2013 correspondence/Page 1/Response to TBRPC #2)

2. The Applicant has proposed modifications to several Developer Commitments (Exhibit D) due to the fact that the particular Commitments have been superceded by Development Order provisions or are no longer relevant. (March 8, 2013 correspondence/Pages 2-3/Response to TBRPC #3)

3. The modifications to the Master Development Plan (Map H) requested are "*limited to the addition of the 24-acre National Tennis Center parcel (M4-E) and the relocation of the park site to Parcel M21*" (March 8, 2013 correspondence/Page 2/Response to TBRPC #6). It was subsequently acknowledged that Pasco County may additionally expand the boundary of Parcel O2 (with a corresponding reduction of Parcel M11 boundary) to reflect the location of the Hospital.

4. *Phase 2 (fka Phase 4) will remain conceptually-approved only.* (March 8, 2013 correspondence/Page 3/Response to TBRPC #8.A., Page 4/Response to TBRPC #11, and Page 4/Response to TBRPC #14)

5. The proposed consolidation of specifically-approved Phase 1-3 "*does not alter Phase 2 in any way and does not advance any conceptually-approved entitlements.*" (March 8, 2013 correspondence/Page 4/Response to TBRPC #12)

6. Potential exchanges of age restricted units to non-age restricted are proposed in accordance with the established conversion formulas identified in the LUEM. In addition:

   - By nature of the LUEM, any such conversion(s) would result in a comparable number of trips but fewer units overall (March 8, 2013 correspondence/Page 5/Response to TBRPC #15.A.).
   - No break down of housing types (i.e. age restricted vs. non-age restricted) was taken into account when conducting the education/student generation assessment in the initial DRI application. Therefore, any reduction of units would result in fewer projected students identified in the original analysis. (March 8, 2013 correspondence/Page 5/Response to TBRPC #15.B.)
   - No additional demands are anticipated for public utilities or parklands since each type is assessed on a per unit basis. (March 8, 2013 correspondence/Page 5/Response to TBRPC #15.C. & Page 6/Response to TBRPC #15.D., respectively)

7. The original DRI Transportation Analysis reviewed and approved for Wiregrass is still in effect and fully satisfies the DRI transportation analysis requirements of Sections 380.06(19)(e)(6) and 163.3180(5)(h), F.S. (March 8, 2013 correspondence/Page 9/Response to TBRPC #22.E.)

8. Section 5.b.(2)(a) of the proposed Amendatory language "*still requires a master plan for Parcel M7 be approved prior to any development in that parcel.*" (March 8, 2013 correspondence/Page 11/Response to TBRPC #30)

9. The acreage associated with the "Economic Development Project" is proposed to be reduced by one-acre (from 65 to 64 acres). However, "*the user still intends to develop up to 1,000,000 sq. ft. of Office uses by going vertical. The reduction of acreage is also a direct result of the Master Developer providing offsite infrastructure (e.g. stormwater retention, floodplain compensation, wetland mitigation, etc.) to serve the project.*" (March 8, 2013 correspondence/Page 12/Response to TBRPC #31)

10. *The Development Order currently allows for the addition of exempt uses up to the maximum allowed by Subarea Policy 7.1.8. and must be recognized through the NOPC process*. (March 8, 2013 correspondence/ Page 20/Response to FDOT #3)

11. Subsequent to the initial Wiregrass Ranch DRI approval, Pasco County has adopted a countywide Mobility Fee Ordinance whereby DRI and non-DRI level developments are assessed transportation fees based on trips being generated (transportation impacts) and location of entitlements. The projected total impact cost of Wiregrass Ranch DRI is estimated to be $110 million. The projected Mobility Fee amount for the specifically approved uses that the Developer will be responsible for within the project is approximately $65 million. The remainder of the mobility fees (~$45 million) will be borne by Pasco County through a variety of funding sources in order to offset the anticipated impacts associated with the County's desired and "exempt" uses. The revised proportionate share was calculated to be $49,304,458 for <u>all</u> specifically-approved development with the project. Therefore, the Developer's payment of their mobility fees or the completion of the transportation mitigation, or a combination thereof, fully satisfies the proportionate share obligation for the DRI. The County's "Timing & Phasing Analysis" will be utilized to determine the timing associated with the transportation improvements.

12. Since Pasco County will be responsible for funding of the mobility fees associated with the "Exempt" project uses, it would up to Pasco County's discretion to allow or recognize potential conversion(s) from "Exempt" to "Non-Exempt" uses within the Land Use Equivalency Matrix.

RECOMMENDED ACTION

Indicate to Pasco County and the State Land Planning Agency 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 be expected upon inclusion of the recommendations/representations referenced above within the amendatory language, as may be appropriate.

EXHIBIT 1
GENERAL LOCATION MAP

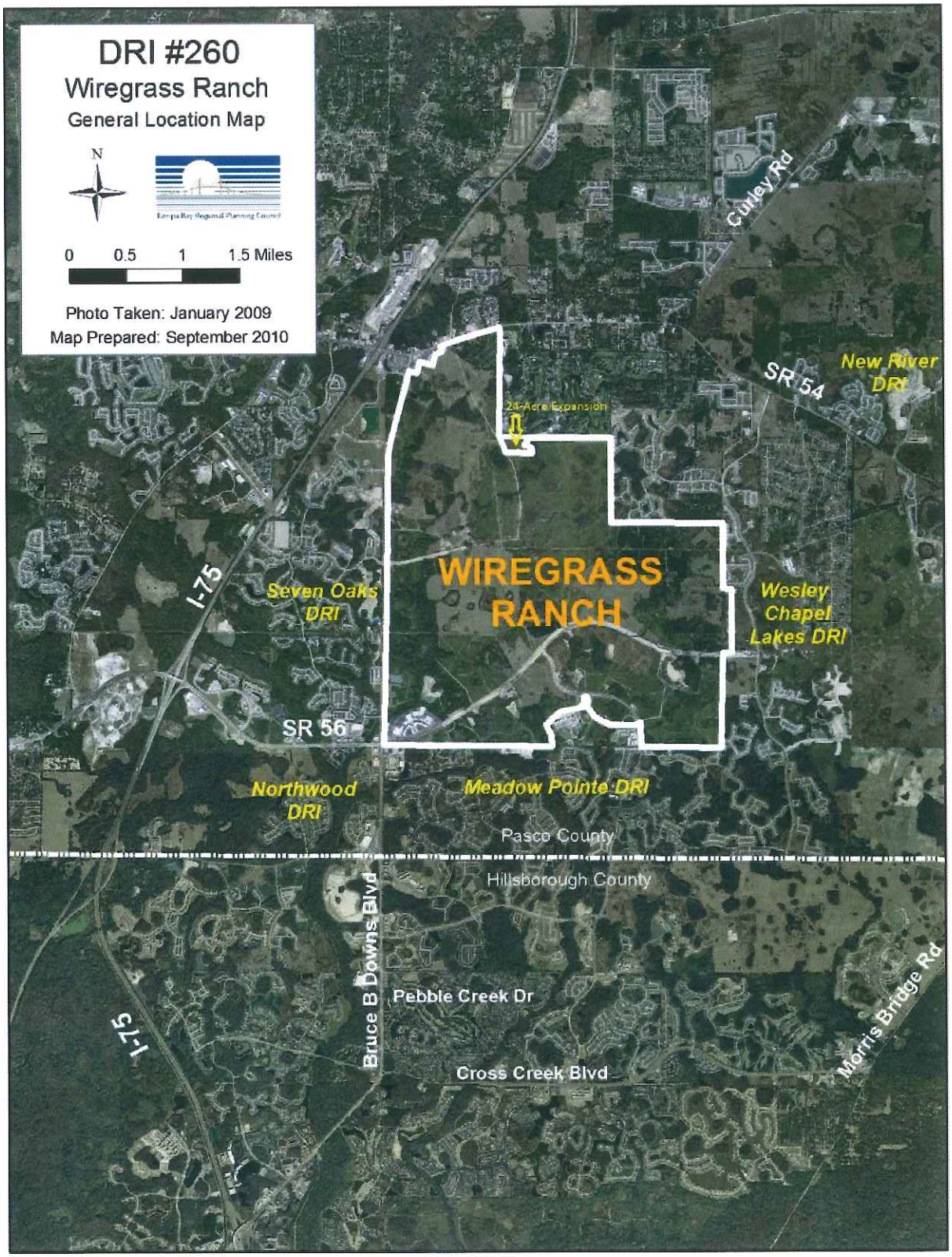
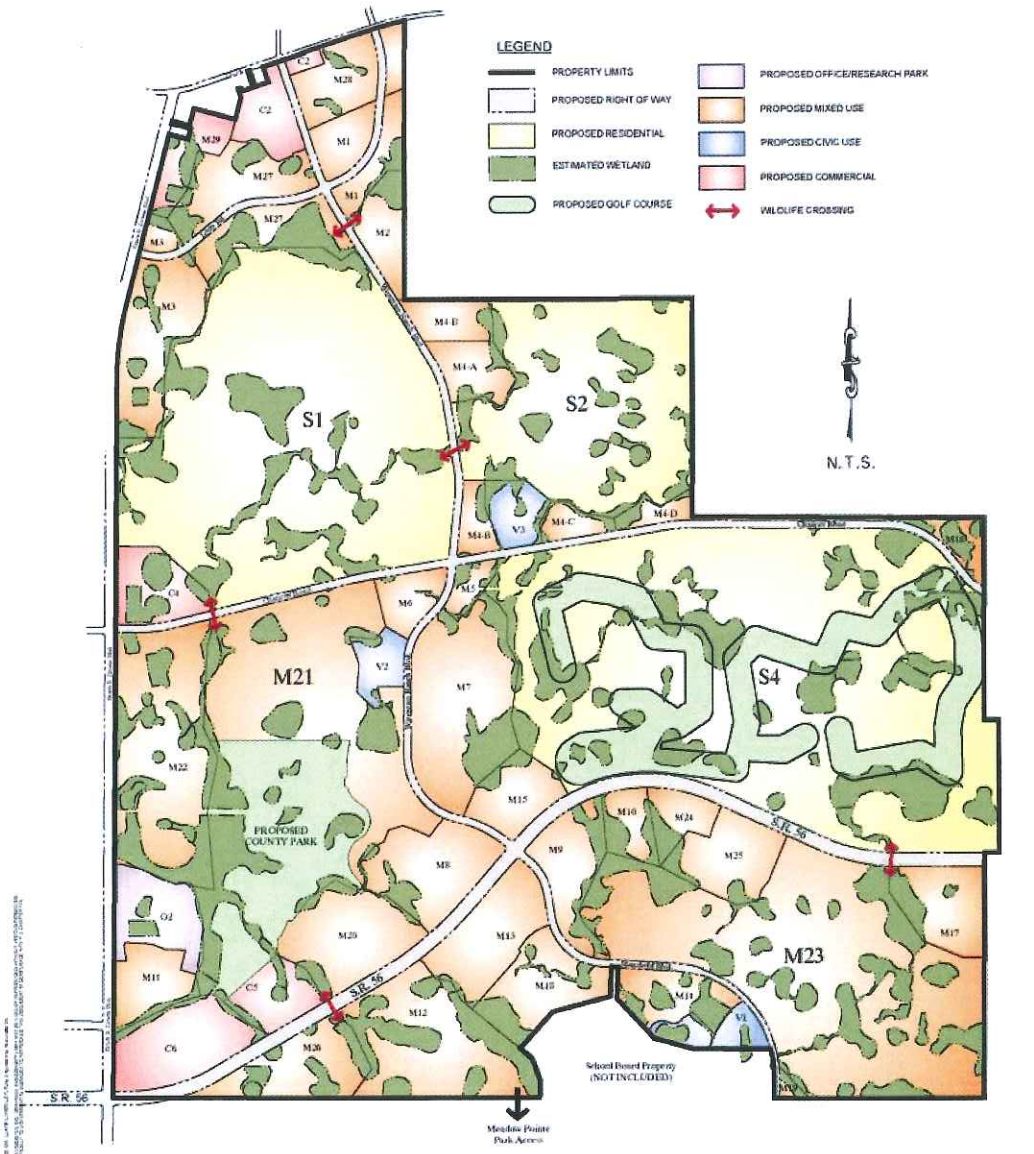


EXHIBIT 2
PROPOSED/REVISED MASTER DEVELOPMENT PLAN (MAP H)



SEE MAP H-3 (EXHIBIT E) FOR PROPOSED LAND USE BY PARCEL AND PHASE

WIREGRASS RANCH PASCO COUNTY, FLORIDA	**MAP H** MASTER DEVELOPMENT PLAN REVISED 12/27/2012	King ENGINEERING ASSOCIATES, INC.	JOB NO. 3778-001-000 DATE: 11-11-04 SCALE: N.T.S.

EXHIBIT C

WIREGRASS RANCH DRI NO. 260

LEGAL DESCRIPTION

II. LEGAL DESCRIPTION (of the entire Wiregrass Ranch DRI):

ALL THAT PORTION OF SECTIONS 7, 17, 18, 19, 20, 21, 22, 27, 28, 29 AND 30, ALL IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.00°29'59"W., ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1,530.52 FEET TO THE INTERSECTION OF SAID EASTERLY LINE OF SECTION 7 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (AS IT NOW EXISTS) FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.00°29'59"W., ALONG SAID EAST LINE OF SECTION 7, A DISTANCE OF 1,112.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 7; THENCE S.00°17'31"W., A DISTANCE OF 2,644.07 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE S.00°17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.89°54'52"W., A DISTANCE OF 122.50 FEET; THENCE S.32°00'57"E., A DISTANCE OF 901.62 FEET; THENCE N.89°54'52"E., A DISTANCE OF 1,235.69 FEET; THENCE N.01°21'00"W., A DISTANCE OF 34.15 FEET; THENCE N.58°17'36"E., A DISTANCE OF 18.29 FEET; THENCE N.10°07'36"E., A DISTANCE OF 47.77 FEET; THENCE N.15°01'14"W., A DISTANCE OF 37.26 FEET; THENCE N.00°16'25"W., A DISTANCE OF 34.10 FEET; THENCE N.28°14'49"W., A DISTANCE OF 48.81 FEET; THENCE N.35°23'51"W., A DISTANCE OF 35.73 FEET; THENCE N.42°01'17"W., A DISTANCE OF 74.66 FEET; THENCE S.53°29'29"W., A DISTANCE OF 3.88 FEET; THENCE N.67°22'47"W., A DISTANCE OF 56.94 FEET; THENCE N.66°07'39"W., A DISTANCE OF 43.71 FEET; THENCE N.61°50'08"W., A DISTANCE OF 36.84 FEET; THENCE N.84°10'42"W., A DISTANCE OF 46.39 FEET; THENCE S.66°03'28"W., A DISTANCE OF 43.33 FEET; THENCE S.70°44'48"W., A DISTANCE OF 50.36 FEET; THENCE N.28°06'22"W., A DISTANCE OF 18.09 FEET; THENCE N.26°14'40"E., A DISTANCE OF 55.86 FEET; THENCE N.46°01'59"E., A DISTANCE OF 51.53 FEET; THENCE N.07°56'04"W., A DISTANCE OF 51.58 FEET; THENCE N.88°45'05"E., A DISTANCE OF 27.00 FEET; THENCE N.49°32'44"E., A DISTANCE OF 37.70 FEET; THENCE N.24°21'42"E., A DISTANCE OF 40.47 FEET; THENCE N.70°30'07"E., A DISTANCE OF 30.27 FEET; THENCE N.66°14'45"E., A DISTANCE OF 33.96 FEET; THENCE N.41°18'54"E., A DISTANCE OF 43.25 FEET; THENCE N.81°19'08"E., A DISTANCE OF 29.73 FEET; THENCE S.76°54'12"E., A DISTANCE OF 43.86 FEET; THENCE N.27°45'10"E., A DISTANCE OF 52.04 FEET; THENCE N.18°00'53"W., A DISTANCE OF 45.22 FEET; THENCE N.25°30'52"W., A DISTANCE OF 22.26 FEET; THENCE N.84°40'35"E., A DISTANCE OF 60.61 FEET; THENCE N.11°10'34"E., A DISTANCE OF 16.14 FEET; THENCE N.81°20'00"W., A DISTANCE OF 73.87 FEET; THENCE N.27°24'42"W., A DISTANCE OF 30.32 FEET; THENCE N.27°24'42"W., A DISTANCE OF 19.26 FEET TO THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17, N.89°54'52"E., A DISTANCE OF 3,787.37 FEET TO THE SOUTHEAST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.00°09'55"W., ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 3,972.39 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 21, S.89°35'53"E., A DISTANCE OF 2,659.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 21, S.89°32'37"E., A DISTANCE OF 2,656.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S.00°01'39"E., ALONG THE EAST LINE OF SECTION 21 A DISTANCE OF 2,640.26 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 21; THENCE S.00°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 21 A DISTANCE OF 1,037.80 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.89°54'24"E., A DISTANCE OF 270.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.00°09'58"W., A DISTANCE OF 1,600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE S.00°16'42"W., A DISTANCE OF

815.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE N.89°54'24"W., A DISTANCE OF 270.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27, SAID POINT ALSO BEING ON THE EAST LINE OF SAID SECTION 28; THENCE S.00°16'42"W., ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 4,472.09 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE N.89°56'42"W., ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 2,652.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°34'44"W., A DISTANCE OF 1,172.72 FEET; THENCE LEAVING SAID LINE N.00°25'16"E., A DISTANCE OF 395.38 FEET TO A POINT OF CURVATURE; THENCE 506.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,940.00 FEET, DELTA 14°56'41", CHORD BEARING AND DISTANCE N.07°03'04"E., 504.59 FEET; THENCE N.89°34'44"W., A DISTANCE OF 1,421.64 FEET; THENCE N.75°14'58"W., A DISTANCE OF 737.43 FEET; THENCE N.43°32'32"W., A DISTANCE OF 1,001.00 FEET; THENCE N.02°23'47"E., A DISTANCE OF 35.94 FEET; THENCE N.02°23'47"E., A DISTANCE OF 536.40 FEET; THENCE N.86°22'56"W., A DISTANCE OF 120.03 FEET; THENCE S.02°23'47"W., A DISTANCE OF 538.96 FEET; THENCE S.75°15'08"W., A DISTANCE OF 1,105.62 FEET; THENCE S.41°40'57"W., A DISTANCE OF 878.18 FEET; THENCE S.48°19'03"E., A DISTANCE OF 283.03 FEET; THENCE S.20°01'02"E., A DISTANCE OF 408.18 FEET; THENCE S.00°06'28"W., A DISTANCE OF 330.06 FEET TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 29; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 29, N.89°58'04"W., A DISTANCE OF 2,518.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N.89°58'27"W., ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 2,675.07 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 30; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 30, N.89°58'40"W., A DISTANCE OF 2,602.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) (A 200' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. N.00°29'34"E., A DISTANCE OF 13,100.79 FEET TO A POINT OF CURVATURE; 2. THENCE 1,389.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 5,629.80 FEET, DELTA 14°08'19", CHORD BEARING AND DISTANCE N.07°33'44"E., 1,385.72 FEET; 3. THENCE N.14°37'52"E., A DISTANCE OF 3,183.89 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.75°21'08"E., A DISTANCE OF 353.01 FEET; THENCE N.14°37'03"E., A DISTANCE OF 201.80 FEET; THENCE N.75°23'12"W., A DISTANCE OF 292.99 FEET; THENCE S.14°38'06"W., A DISTANCE OF 10.00 FEET; THENCE N.75°16'55"W., A DISTANCE OF 59.94 FEET; THENCE N.14°41'33"E., A DISTANCE OF 55.90 FEET; THENCE S.75°22'18"E., A DISTANCE OF 81.92 FEET; THENCE S.66°23'33"E., A DISTANCE OF 38.47 FEET; THENCE S.75°21'54"E., A DISTANCE OF 177.94 FEET; THENCE N.55°20'58"E., A DISTANCE OF 30.59 FEET; THENCE N.14°38'33"E., A DISTANCE OF 296.41 FEET; THENCE S.75°21'37"E., A DISTANCE OF 791.07 FEET; THENCE N.14°37'57"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N71°41'15" E., A DISTANCE OF 207.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 310.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.71°41'15" E., A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.18°18'45" E., A DISTANCE OF 310.00 FEET; THENCE N.71°41'15" E., A DISTANCE OF 245.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (R/W VARIES); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. N.71°40'25"E., A DISTANCE OF 580.63 FEET; 2. THENCE N.71°43'50"E., A DISTANCE OF 187.70 FEET; 3. THENCE N.18°18'45"W., A DISTANCE OF 20.00 FEET; 4. THENCE N.71°41'08"E., A DISTANCE OF 1,301.84 FEET TO A POINT OF CURVATURE; 5. THENCE 637.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5,729.58 FEET, DELTA 06°22'41", CHORD BEARING AND DISTANCE S.74°54'21"E., 637.49 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 7 AND THE POINT OF BEGINNING.

CONTAINING 5,118.640 ACRES, MORE OR LESS

TOGETHER WITH:

LEGAL DESCRIPTION: INTERNATIONAL TENNIS CENTER

ALL THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 17 AND THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER BETWEEN SECTIONS 7, 8, 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S00°17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/4 OF SAID SECTION 17 FOR A POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF THE NORTH 1/4 OF SAID SECTION 17, N89°54'52"E., A DISTANCE OF 1,496.41 FEET; THENCE LEAVING SAID LINE S.27°24'42"E., A DISTANCE OF 19.26 FEET; THENCE S.27°24'42"E., A DISTANCE OF 30.32 FEET; THENCE S.81°20'00"E., A DISTANCE OF 73.87 FEET; THENCE S.11°10'34"W., A DISTANCE OF 16.14 FEET; THENCE S.84°40'35"W., A DISTANCE OF 60.61 FEET; THENCE S.25°30'52"E., A DISTANCE OF 22.26 FEET; THENCE S.18°00'53"E., A DISTANCE OF 45.22 FEET; THENCE S.27°45'10"W., A DISTANCE OF 52.04 FEET; THENCE N.76°54'12"W., A DISTANCE OF 43.86 FEET; THENCE S.81°19'08"W., A DISTANCE OF 29.73 FEET; THENCE S.41°18'54"W., A DISTANCE OF 43.25 FEET; THENCE S.66°14'45"W., A DISTANCE OF 33.96 FEET; THENCE S.70°30'07"W., A DISTANCE OF 30.27 FEET; THENCE S.24°21'42"W., A DISTANCE OF 40.47 FEET; THENCE S.49°32'44"W., A DISTANCE OF 37.70 FEET; THENCE S.88°45'05"W., A DISTANCE OF 27.00 FEET; THENCE S.07°56'04"E., A DISTANCE OF 51.58 FEET; THENCE S.46°01'59"W., A DISTANCE OF 51.53 FEET; THENCE S.26°14'40"W., A DISTANCE OF 55.86 FEET; THENCE S.28°06'22"E., A DISTANCE OF 18.09 FEET; THENCE N.70°44'48"E., A DISTANCE OF 50.36 FEET; THENCE N.66°03'28"E., A DISTANCE OF 43.33 FEET; THENCE S.84°10'42"E., A DISTANCE OF 46.39 FEET; THENCE S.61°50'08"E., A DISTANCE OF 36.84 FEET; THENCE S.66°07'39"E., A DISTANCE OF 43.71 FEET; THENCE S.67°22'47"E., A DISTANCE OF 56.94 FEET; THENCE N.53°29'29"E., A DISTANCE OF 3.88 FEET; THENCE S.42°01'17"E., A DISTANCE OF 74.66 FEET; THENCE S.35°23'51"E., A DISTANCE OF 35.73 FEET; THENCE S.28°14'49"E., A DISTANCE OF 48.81 FEET; THENCE S.00°16'25"E., A DISTANCE OF 34.10 FEET; THENCE S.15°01'14"E., A DISTANCE OF 37.26 FEET; THENCE S.10°07'36"W., A DISTANCE OF 47.77 FEET; THENCE S.58°17'36"W., A DISTANCE OF 18.29 FEET; THENCE S.01°21'00"E., A DISTANCE OF 34.15 FEET; THENCE S.89°54'52"W., A DISTANCE OF 1,235.69 FEET TO THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF PORTER BOULEVARD (A PROPOSED 140' R/W); THENCE ALONG SAID PROPOSED RIGHT-OF-WAY LINE, N32°00'57"W., A DISTANCE OF 901.62 FEET; THENCE LEAVING SAID LINE N89°54'52"E., A DISTANCE OF 122.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.000 ACRES MORE OR LESS.

EXHIBIT D

WIREGRASS RANCH DRI NO. 260

DEVELOPER'S COMMITMENTS

SECTION III - DEVELOPER COMMITMENTS
DRI #260 - WIREGRASS RANCH
PASCO COUNTY

The following commitments have been made in the Application for Development Approval (ADA), the First Sufficiency Response (SR1), the Second Sufficiency Response (SR2), the Third Sufficiency Response (SR3), the Fourth Sufficiency Response (SR4) or the Fifth Sufficiency Response (SR5):

GENERAL

1. *The historic agricultural operations will continue during buildout of the DRI project, on portions of the ranch not yet acquired by the developers. Wiregrass Ranch, Inc. will maintain a prudent fencing program to segregate and control the cattle operations from the development areas.* (ADA/Page 10-4 & SR3/Page 10-4 [Revised General Project Description])

2. ~~*Maximums and minimums of each land use have been added to the revised Exhibit 10-1* [i.e. proposed Land Use Equivalency Matrix]. *The Applicant will accept a 40% limit as suggested by TBRPC.* (SR2/Page 10-1)~~ Superseded by the adopted Development Order.

3. *The age-restricted parcels will have Covenants, Conditions and Restrictions in accordance with the Federal Housing for Older Persons Act requiring, at a minimum, that at least 80% of the homes will have at least one occupant who is 55 years or older, with no one under 19 years of age in permanent residence (defined as more than 90 days in any 12-month period).* (SR3/Page 10-1)

4. ~~*Applicant has agreed to reserve 252 acres of office parcels (which could accommodate 18,406,930 s.f. at F.A.R. of 3.0 and .27 on the Mixed Use and Res-3 parcels) for a period of 10 years to assist the County's goal of encouraging employment centers, with 1.2 million square feet of office uses and a 100 bed hospital to be specifically approved as part of Phases 1-3.* (SR3/Page 10-5)~~ Superseded by the adopted Development Order.

5. ~~The Applicant has agreed to provision which would not allow conversions from Office (or reserved land area) to other project uses and a requirement for Pasco County Development Review Committee to approve all requested conversions from Office uses. (SR3/Page 10-6)~~ Superseded by the adopted Development Order.

6. ~~The Applicant has acknowledged that a DO condition will be imposed to "require a re-analysis, if the proposed build-out dates are not achieved. In addition... there will be no time extensions allowed in the DO for the build-out date for the amount of time this project will be and have been under review." (SR3/Page 21-22)~~ Superseded by the adopted Development Order.

7. *The Applicant... points out the following "public" sites already accommodated by Wiregrass Ranch, or already committed: Public High School Site, Public Middle School Site, up to Four Elementary School Sites, ~~National Tennis Center Site,~~ Regional Hospital Site, ~~Public Library~~*

~~*Site,*~~ *Governmental Services Site, Fire/EMS Facility Site, Sheriff's Operations Facility Site, and Employment Center(s).* (SR4/Page 9-4)

8. ~~*The Applicant will agree to this proposed trade-off* [i.e. 474 multi family units for 199,080 sq. ft. of Office] *in Phase 3 of the DRI should the 1:1 jobs to housing ratio not be met at that time.* (SR5/Page 10-1)~~ Superseded by the adopted Development Order.

9. ~~*Parcel S4... has been analyzed as elderly units... and will be deed restricted.* (SR5/Page 10-4)~~ Superseded by the adopted Development Order.

VEGETATION AND WILDLIFE

1. *No listed species will be taken without specific approval from or coordination with the FFWCC, which protects and/or regulates the above species* [e.g. epiphytic orchids, wild pine air plants and pitcher plants]. *Currently there are no proposed impacts to the habitats harboring the above listed species. Protection of these resources will be incorporated during design and permitting.* (SR1/Page 10-10)

2. *Wetland H25, within which this species* [Hooded pitcher plant] *is located on the subject property, will remain intact in the post-development condition.* (SR1/Pages 12-2 & 19-7)

3. *Development on Wiregrass Ranch will not significantly affect wading bird or bald eagle populations at off-site locations. Site plans call for preservation of the majority of onsite wetlands, particularly the high quality wetlands that are utilized by wading birds.* (SR1/Page 12-3)

4. *There will be more shallow, wet habitat areas in the post-development condition of the project than exist in the current condition. Therefore, the proposed project will not result in any net habitat loss or adverse impacts to wetland-dependent wildlife.* (SR1/Page 12-4)

5. [Due to the existence of Tampa Butterfly Orchid, Green Fly Orchid and Giant Wild Pine Air plant] *There are no specific wetland impacts proposed for the forested wetland area located in map grids D24 and D25 in the western portion of the project.* (SR1/Page 12-5)

6. *The Applicant... intends to provide a plan that maintains and improves those onsite habitat areas that are determined to be regionally significant natural resources - specifically the onsite Riverine Habitat areas. These areas will be incorporated into the overall plan as habitat corridors that will serve to link onsite habitats as well as offsite habitats and resources.* (SR2/Page 10-5)

7. *The upland and wetland areas where the Giant wild pine air plant occur...will also be preserved within an onsite wildlife corridor in the western portion of the property. The Pine lily, which occurs within upland buffers and shallow, transitional wetland fringes, will likely remain onsite since the majority of onsite wetlands will be avoided by site development and will includde an*

average 25-foot upland buffer. Maintenance of these areas in their natural condition should ensure the future survival of these plant species on the Wiregrass property. (SR2/page12-6)

8. *Roadway crossings of selected streams within the Wiregrass property, where necessary to provide access to developable upland areas, will include appropriately sized culverts to maintain adequate hydrologic connectivity. Wildlife undercrossings (box culverts) will also be specified at such crossings to enable post-development wildlife movement.* (SR2/Page 12-7)
9. *The Applicant agrees to conduct pre-development breeding season surveys for listed species including the Florida sandhill crane (within appropriate onsite wetland habitats), Sherman's fox squirrel (within onsite woodland pasture or live oak hammock areas subject to development), wood storks and wading birds (within appropriate nesting habitat subject to development impacts). It is understood that such surveys will only be required when proposed development activities within any onsite parcel will immediately precede or coincide with the recognized breeding season for these listed species (i.e., between late January and May for the Florida sandhill crane and wood stork, between June and September for wading birds, and either May through August or November through March for Sherman's fox squirrel).* (SR4/Page 12-1)

10. *Onsite creation mitigation areas are being designed and constructed so as to create a matrix of shallow and deep zones which will serve to maximize potential for wading bird foraging opportunities and will potentially afford additional habitat for nesting by Florida sandhill cranes.* (SR4/Page 12-2)

WETLANDS

1. *There will be no effort to further drain the site or lower wetland hydroperiods by way of drainage ditch construction. Where such artificial drainage ditches do occur, each will be assessed individually for potential abandonment at the construction plan development stage.* (ADA/Page 13-3)

2. *With 377± acres of creation mitigation identified on the conceptual site plan, the current plan represents greater than 2 acres of wetland creation for each acre to be impacted.* (ADA/Page 13-8)

3. *Wetland buffers will be provided as well as the maintenance of acceptable hydroperiods.* (ADA/Page 14-4)

4. *While certain offsite connectivity locations for these roadways are fixed (pre-determined by local government), the Applicant intends to propose an alignment for each of these roadways that accomplishes avoidance and minimization of wetland impacts to the greatest extent practicable. Similarly, site plans for each of the individual residential development parcels will include avoidance and minimization of wetland impacts (especially to higher quality wetlands) to the greatest extent practicable.* (SR1/Page 13-8)

5. *Prior to permitting and site development for any portion of the project, onsite wetlands will be delineated, surveyed and field verified/approved by the appropriate regulatory agencies to*

further refine the jurisdictional boundaries of onsite wetlands. (SR2/Page 13-1)

6. *[In order to facilitate the development of viable wetland habitats in close proximity to active production wells], Applicant agrees to consult with Tampa Bay Water regarding the creation of any wetlands within the southwestern portion of the site (Parcels C5, C6, C7 and M12).* (SR2/Page 13-4)

7. *The golf course is not to be located in the environmentally sensitive north/south wetland corridor... The Applicant has agreed to design the golf course in conformance with the Audubon Signature Silver Program.* (SR3/Page 10-12)
8. *The Applicant agrees to show* [all conservation easements, wildlife corridors and wildlife crossing locations with buffer areas] *on all future plan submittals.* (SR3/Page 13-1)

9. *The Applicant will commit to design the stormwater management system to provide <u>full</u> treatment prior to discharge into Wetland H25.* (SR3/Page 13-4)

10. *The Applicant further commits to the provision of a natural upland buffer around the perimeter of Wetland H25 which will have an average width of greater than 25', with portions of the buffer expanding well beyond 25' in width. In addition, the proposed stormwater treatment ponds adjacent to Wetland H25 will serve to further buffer the wetland from surrounding residential lots and roadways in the post-development condition.* (SR3/Page 13-4)

11. *In order to promote long-term persistence of the existing pitcher plant colony associated with Wetland H25, the applicant will implement a management plan for this wetland. The management plan (under the responsibility of the CDD)* [Developer Clarification: or other permanent maintenance entity] *will include semi-annual mechanical thinning of invasive woody (shrubs & small trees) and weedy (grasses and tall herbs) vegetation. Removal of any grass or leaf build up (by use of hand rakes or other non-invasive means) will also occur during these periodic maintenance events.* (SR3/Page 13-4)

12. *This wetland* [Wetland H25] *will be preserved (as will other wetlands within the project) via recording of a conservation easement to be dedicated to Pasco County or the CDD* [Developer Clarification: or other permanent maintenance entity]. (SR3/Page 13-4)

<u>WATER QUALITY</u>

1. *Accepted engineering practices will be utilized within on-site retention, detention, and filtration stormwater management facilities.* (ADA/Page14-3)

2. *On-site surface waters within Wiregrass Ranch DRI will be protected from construction impacts by various measures, including the use of staked hay bales and silt screen fences in order to reduce both erosion and sediment transport into wetland areas.* (ADA/Page 14-4)

3. *The deeper clayey semi-confining unit materials will not be excavated for stormwater pond/lake construction; therefore, they will remain in place and provide protection to the Floridan Aquifer*

system. (SR1/Page 14-1)

4. *During the project design phase, prior to permitting, as required by SWFWMD and Pasco County, the project geotechnical engineer will perform a geotechnical assessment of each proposed stormwater pond/lake area, via a series of Standard Penetration Test borings per ASTM D-1586...* (SR1/Page 14-8)

5. *The Applicants will provide SWFWMD Public Awareness Brochures such as "Protect Your Family and Our Water Resources from Household Chemicals" and "Florida Friendly Landscaping" within its sales and leasing centers...* (SR1/Page 14-11)

6. *As presented within Exhibit 14-5, Wiregrass "Ecosystem and Watershed Planning" narrative and the riverine habitat corridor exhibit, the Applicant is also providing a ±250 acre open space corridor adjacent to this resource* [i.e. on-site tributary to Trout Creek] *to further protect it in the post development condition* [Developer Clarification: as depicted in the ADA]. (SR2/Page 10-3)

7. *The Applicant does not propose any golf course in, or adjacent to, the North South Wetland Corridor Preservation Area.* (SR2/Page 10-12)

8. *The Applicant will create a Groundwater Management Plan to include groundwater and surface water monitoring. The Applicant will consult with FDEP on background water quality sampling points and monitoring requirements.* (SR2/Page 14-2)

9. *The issue of sinkhole potential will be properly and carefully evaluated in any significant site planned or contemplated effluent holding or storage ponds, and in specific larger scale building or structures areas where deep SPT borings are necessary to the limestone level for prudent geotechnical evaluation/assessment. Appropriate subsurface remediation and/or site plan changes will be made, if necessary, based on geotechnical studies specifically designed related to this matter, at the time such studies are warranted.* (SR2/Page 14-9)

10. *The applicant commits to preparing a groundwater monitoring plan, and will incorporate this requirement into the Development Order as a condition of approval.* (SR2/Page 14-10)

11. *The Applicant understands the environmental sensitivity of these off-site water resources* [i.e. Trout Creek, Clay Gully/Locust Branch and other tributaries to the Hillsborough River] *and has agreed to provide a significant buffer to the Category I wetland on-site that is a tributary to Trout Creek* [Developer Clarification: as depicted in the ADA]. (SR3/Page 10-11)

12. *The Applicant has agreed to include these items* (i.e. Phase I Assessment, all historical test bore subsurface data, and a focus on site-specific areas where rapid or direct discharge of reclaimed water to the Floridan aquifer is to be avoided] *in the Groundwater Monitoring Plan.* (SR3/Page 14-1)

SOILS

1. *Buildings will be constructed on compacted fill material, with habitable structures sufficiently elevated to be at or above the determined 100-year flood elevation.* (ADA/Page 15-1)

2. *The Applicant further agrees to notify Tampa Bay Water in the event of a sinkhole occurrence during site development.* (SR2/Page 15-1)

3. *At least one pond boring will be provided at each stormwater pond/lake location for the project...* (SR3/Page 15-2)

FLOODPLAINS

Finished floor elevations of habitable buildings will be located one foot above the determined Base Floor Elevation in accordance with Pasco County's flood damage prevention ordinance. (ADA/Page 16-2)

WATER SUPPLY

1. *The developers of Wiregrass Ranch DRI will practice water conservation in both residential and non-residential development... Irrigation systems' designs will utilize the best design principles for water conservation and efficient application.* (ADA/Page 17-4)

2. *The stormwater management plan will place particular emphasis on these methods to enhance water quality by using natural biological mechanisms for the breakdown of pollutants and nutrient uptake.* (ADA/Pages 14-3 & 19-2)

3. *The applicant will provide infrastructure and pipelines for reclaimed water, and is negotiating with Pasco County regarding the availability of reclaimed water to serve the project. Provided the County can supply reclaimed water to Wiregrass, the Applicant is committed to install the pipeline on-site to make this resource available to the residents.* (SR2/Page 17-1)

4. *The Applicant agrees to* [the following] *conditions being placed in the Development Order as stated below...: (SR4/Page 8-1)*

   Water Rights and Water use Permits. In consideration of Pasco County's agreement to provide potable water service to Wiregrass DRI, the Developer and its successors and assigns agree to the following:

   A. In the event of production failure or shortfall by Tampa Bay Water, as set forth in Section 3.19 of the Interlocal Agreement creating Tampa Bay Water, the Developer, regardless of the permitted use, shall grant Pasco County access to, and shall cooperate with, the County in the allocation of water generated within the project pursuant to any and all

Water Use Permits or water use rights the Developer may have to use or consume surface or groundwater with Pasco County.

B. *Prior to the Developer releasing, transferring, or selling any water or Water Use Permits or water use rights, the Developer shall notify Pasco County, and Pasco County shall have the right of first refusal to purchase such water or Water Use Permits or water use rights.*

WASTEWATER MANAGEMENT

1. *Permanent septic tanks will not be used in Wiregrass Ranch DRI.* (ADA/Page 18-3)

2. *Temporary septic storage tanks may be used for temporary sales trailers and construction trailers. These facilities will be disposed of off-site as appropriate. No discharge of temporary septic tanks is anticipated on-site.* (SR1/Page 18-2)

STORMWATER MANAGEMENT

1. *It is the applicant's intent to seek opportunities within the design to help restore wetlands on site that possess degraded hydrology by using isolated wetlands for stormwater treatment.* (ADA/Page 10-18 & SR3/Page 10-18 [Revised General Project Description])

2. *Where stormwater is routed through an isolated wetland system, a sedimentation basin will be provided on the upstream side of the isolated system. Where lakes or ponds are to be constructed adjacent to isolated system, littoral zone areas, as well as deeper sump areas, will be constructed as part of the new system. When new wetland systems are to be created, they shall include the construction of a littoral zone that presents a favorable environment for establishment of suitable native aquatic vegetation.* (ADA/Page 19-2)

3. *The developer and/or his assigns, including possible purchasers of individual development tracts, will assume the responsibilities to manage the* [stormwater] *system at full development.* (ADA/Page 19-4)

4. *The applicant agrees to demonstrate through modeling that stormwater discharge volumes are not reduced by the development of this project.* (SR3/Page 19-2)

TRANSPORTATION

1. ~~*[Wiregrass Ranch] is providing rights of way for three new regional roadway extensions, and will construct such roadways as part of its transportation mitigation plan.* (ADA/Page 10-17 & SR3/Page 10-17 [Revised General Project Description])~~ Superseded by the adopted Development Order.

2. *All primary access points and major internal collector roadways have been designed and constructed to provide sufficient geometry to accommodate transit vehicles.* (ADA/Page 21-8)

3. ~~The Applicant has acknowledged that a Development Order Condition will be prepared to require the mitigation of any assumed transportation improvements that have not been completed and were outside of the five-year work program. (SR2/Page 21-7)~~ Superseded by the adopted Development Order.

4. ~~*The Applicant also will cooperate to insure there is no disproportionate mitigation burden placed upon office or other employment uses, versus the residential uses, in the mitigation and pipeline approval process with the County, for approval of the Development Order.* (SR5/Page 21-15)~~ Superseded by the adopted Development Order.

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. (ADA/Page 22-1)

RECREATION AND OPEN SPACE

1. ~~*Wiregrass Ranch, Inc. has agreed to donate to Pasco County, Florida a 24-acre site adjacent to Wiregrass Ranch DRI, for a National Tennis Center and recreational complex, which will be a public facility.* (ADA/Page 10-11 & SR3/Page 10-13 [Revised General Project Description])~~ Superseded by the adopted Development Order.

2. *Parks will be planned for the individual residential tracts within Wiregrass.* (SR1/Page 26-1)

3. *One golf course presently is planned for Wiregrass DRI, in Parcel S-4. This 18-hole golf course will be accessible to the public.* (SR1/Page 26-1)

ENERGY

1. *The developer will provide natural gas based on available capacity to serve the project at a reasonable cost and consumer demand.* (SR1/Page 29-1)

2. *The applicant is also working with Withlacoochee River Electric Cooperative and Florida Power to provide an energy substation on-site to provide an efficient energy distribution system.* (SR1/Page 29-1)

EXHIBIT E

WIREGRASS RANCH DRI NO. 260

ENTITLEMENT TRACKING CHART

Wiregrass Ranch DRI

Entitlement Tracking Chart

May 7, 2013

Total DRI Approved Land Uses

	Single Family	MultiFamily	Retail	Office	Medical Office	Attraction and Rec. Facility	Hospital Beds	Hotel Rooms	Community College Students	University Students	Light Industrial	Golf Course
Phase 1												
Total												

Assigned Land Uses - Phase 1

							Single Family		MultiFamily		Retail		Office		Medical Office		Attraction and Rec. Facility		Hospital Beds		Hotel Rooms		Community College Students		University Students		Light Industrial		Golf Course	
Phase	Assigned to	Date	Parcel	Gross Ac.	Net Ac.	Notes	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed

EXHIBIT F

WIREGRASS RANCH DRI NO. 260

LAND USE EQUIVALENCY MATRIX

EXHIBIT F
WIREGRASS DRI LAND USE EQUIVALENCY MATRIX
(Revised 6/04/13)

ITE LUC		To Single Family (Units)	To Multi Family (Units)	To Town House (Units)	To Elderly Housing Detached (Units)	To Elderly Housing Attached (Units)	To Office (1,000 s.f.)	To Retail (1,000 s.f.)	To Medical Office (1,000 s.f.)	To Hospital (1 bed)	To Golf Course (1 hole)	To Hotel (1 occupied room)	To Jr/Community College (1 FTE student)	To University/ College (1 student)	To General Light Industrial (1000 s.f.)	To Attractions & Recreation Facility (1000 s.f.)	To Movie Theater (1 screen)
210	From Single Family - Detached	-	1.63	1.94	3.88	9.18	0.68	0.27	0.27	0.78	0.37	1.44	8.42	6.73	1.03	0.36	0.07
220	From Multi Family units	0.61	-	1.19	2.38	5.64	0.42	0.17	0.17	0.48	0.23	0.89	5.17	4.13	0.63	0.22	0.05
230	From S.F. Attached/Townhouse units	0.51	0.84	-	2.00	4.73	0.35	0.14	0.14	0.40	0.19	0.74	4.33	3.47	0.53	0.18	0.04
251	From Elderly Housing Detached units	0.26	0.42	0.50	-	2.36	0.17	0.07	0.07	0.20	0.09	0.37	2.17	1.73	0.27	0.09	0.02
252	From Elderly Housing Attached units	0.11	0.18	0.21	0.42	-	0.07	0.03	0.03	0.08	0.04	0.16	0.92	0.73	0.11	0.04	0.01
820	From Retail (1,000's sq. ft.)	3.71	6.05	7.21	14.42	34.09	2.52	-	1.01	2.88	1.37	5.36	31.25	25.00	3.83	1.33	0.27
720	From Medical Office (1,000's sq. ft.)	3.68	6.00	7.15	14.31	33.82	2.50	0.99	-	2.86	1.36	5.31	31.00	24.80	3.80	1.32	0.27
430	From Golf Course (1 hole)	2.71	4.42	5.27	10.54	24.91	1.84	0.73	0.74	2.11	-	3.91	22.83	18.27	2.80	0.97	0.20
610	From Hospital (1 bed)	-	-	-	-	-	0.87	-	0.35	-	-	1.86	10.83	8.67	1.33	-	0.10
310	From Hotel (1 occupied room)	0.69	1.13	1.35	2.69	6.36	0.47	0.19	0.19	0.54	0.26	-	5.83	4.67	0.71	0.25	0.05
540	From Jr/Community College (1 FTE student)	-	-	-	-	-	0.08	-	0.03	0.09	-	0.17	-	-	0.12	0.04	0.01
710	From Office (1,000 sq. ft.)	-	-	-	-	-	-	-	0.40	-	-	-	-	-	1.52	-	0.11
110	From General Light Industrial (1,000's sq. ft.)	-	-	-	-	-	0.66	-	0.26	0.75	-	1.40	8.17	6.53	-	0.35	0.07
n/a	Attractions & Recreation Facility (1,000 sq.ft.)	2.79	4.55	5.42	10.85	25.64	1.89	0.75	0.76	2.17	1.03	4.03	23.50	18.80	2.88	-	0.21
550	From University (1 Student)	0.15	0.24	0.29	0.58	1.36	0.10	0.04	0.04	0.12	0.05	0.21	1.25	-	0.15	0.05	0.01
445	From Movie Theater (1 screen)	13.50	22.00	26.23	52.46	124.00	9.15	3.64	3.67	10.49	4.98	19.49	113.67	90.93	13.92	4.84	-

Note:
1. Office may be exchanged for medical office and light industrial uses subject to the requirements of the Dev. Order.
2. Hospital beds may be exchanged for office, medical office and light industrial uses subject to the requirements of the Dev. Order.
3. The land use trade-offs may occur pursuant to the thresholds defined within the Development Order and the table below.
4. Trip rate of 2.82 was used for the proposed Attraction & Recreation Facility, which was based on the weighted average of the PM peak hour trip rates for Ice Skating Rink (ITE LUC 465) and Shopping Center (ITE LUC 820).

Land Use	Proposed	Min. Dev.	Max. Dev.[1]
Residential	10,473	9,425	16,000
Office and Medical Office (msf)	1.26	1.13	2.60
Retail (msf)	2.72	2.45	3.50
Hospital (beds)	371	300	600
Hotel rooms	480	432	600
Attractions and Recreation Facilities (ARF)[2] (sf)	300,000	270,000	330,000
Community College (f.t.e. students)	707	636	4,000
Golf Course (holes)	18	0	36
Light Industrial (sf)		0	1,000,000
University		0	1,700
Movie Theater (screen)		0	24 screens

[1] Maximum thresholds shown above shall be the maximum allowed pursuant to Subarea Policy FLU 7.1.8, Wiregrass Ranch Subarea Policies, in the Comprehensive Plan.
[2] Attraction and Recreation Facilities shall not a exceed a 6,000 seats facility and 24 movie theater screens.

Land Use	Hour Trip Generation
Single Family Detached (unit)	1.01
Single Family Attached/Townhouse (unit)	0.52
Multifamily (unit)	0.62
Elderly Detached (unit)	0.26
Elderly Attached (unit)	0.11
Office (1,000s.f.)	1.49
Retail (1,000s.f.)	3.75
Medical Office (1,000s.f.)	3.72
Hospital (bed)	1.3
Golf Course (hole)	2.74
Hotel (room)	0.7
Community College (FTE student)	0.12
University/College (student)	0.15
Light Industrial (1,000 s.f.)	0.98
Movie Theater (screen)	13.64
Attraction and Recreation Facility	2.82

EXHIBIT G

WIREGRASS RANCH DRI NO. 260

MAP H – MASTER PLAN



SEE MAP H-3 (EXHIBIT E) FOR PROPOSED LAND USE BY PARCEL AND PHASE

WIREGRASS RANCH PASCO COUNTY, FLORIDA	**MAP H** MASTER DEVELOPMENT PLAN REVISED 5/16/2013	King ENGINEERING ASSOCIATES, INC. 4521 MEMORIAL HIGHWAY ONE MEMORIAL CENTER, SUITE 300 TAMPA, FLORIDA 33634 ENGINEERING LICENSE #00002010 PHONE 813 • 880 • 8081 FAX 813 • 880 • 8662 E-MAIL king@kingengineering.com	JOB NO. 3778-001-000 DATE: 11-11-04 SCALE: N.T.S.

EXHIBIT H

WIREGRASS RANCH DRI NO. 260

PROPORTIONATE SHARE CALCULATION

TABLE 21-15C
WIREGRASS DRI PHASE I
PROPORTIONATE SHARE
REVISED 10/26/2009 12/20/2012

Roadway	From	To	2016 Peak Hour Project NB/EB	2016 Peak Hour Project SB/WB	Existing/ Background No. Lane	PM Peak Hour Capacity Before Improvement NB/EB	PM Peak Hour Capacity Before Improvement SB/WB	Require Imp	PM Peak Hour Capacity After Improvement NB/EB	PM Peak Hour Capacity After Improvement SB/WB	Percent Contribution NB/EB	Percent Contribution SB/WB	Length Mile	Cost/ Mile NB/EB	Cost/ Mile SB/WB	Total Project Cost	Ref.	Proportionate Share per Direction NB/EB	Proportionate Share per Direction SB/WB	Total Proportionate Share
C.R. 577 (Curley Rd)	S.R. 54	Zwest	394	387	2UL	720	560	4DL	1550	1260	35.42%	45.15%	0.71	$6,546,622	$6,546,622	$9,296,204	(16)	$1,646,436	$2,098,481	$3,744,917
S.R. 581	S.R. 56	County Line Rd	1,253	1,200	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	1.00	$3,610,001	$3,610,001	$7,220,002	(13)	$3,610,001	$3,610,001	$7,220,002
BB Downs Blvd	County Line Rd	Pebble Creek Dr.	1,272	1,318	6DL	1660	1630	8DL	3540	2000	75.71%	58.81%	4.37	$10,461,671	$10,461,671	$28,637,678	(4)	$10,841,369	$12,730,135	$23,571,504
BB Downs Blvd	Palm Springs Blvd	Bassas Ave	108	107	4DL	1660	1630	6DL	2700	2290	11.40%	13.43%	3.25	$8,862,238	$8,862,238	$57,539,584	(6)	$3,279,135	$3,861,206	$7,140,340
Collier Parkway	S.R. 54	Weeks Blvd	98	94	4DL	1620	1330	6DL	2460	2000	11.81%	14.63%	0.64	$3,768,859	$3,768,859	$4,824,140	(16)	$284,799	$338,410	$623,209
Collier Parkway	Weeks Blvd.	Hale Road	68	65	2UL	760	630	6DL	2450	2000	4.02%	4.74%	1.93	$6,257,675	$6,257,675	$24,154,625	(16)	$485,651	$573,011	$1,058,662
Cross Creek Blvd	Kinnan Street	Morris Bridge Rd.	44	42	2UL	760	630	4DL	1620	1330	5.42%	6.00%	3.00	$8,010,486	$8,010,486	$48,062,912	(1)	$1,229,516	$1,441,887	$2,671,404
I-275	I-75 / County Line Rd	Bearss Ave.	672	648	4F	4040	4040	6F	6100	6100	27.77%	25.60%	6.80	$5,091,094	$5,091,094	$69,251,119	(8)	$9,614,476	$9,211,071	$18,825,547
I-75	S.R. 52	S.R. 54	408	422	4F	3650	3800	6F	4460	4460	25.80%	28.88%	6.64	$17,700,000	$17,700,000	$35,401,981	(43)	$4,606,179	$4,737,848	$9,324,026
I-75	S.R. 54	S.R 56	370	367	4F 6F	4550	4550	8F	6150	6150	23.13%	24.15%	3.48	$5,410,148	$5,410,148	$10,820,297	(13) (23)	$1,251,097	$1,308,580	$2,559,676
I-75	S.R. 56	I-275	670	642	4F	3640	3640	6F	4550	4560	41.61%	39.88%	1.67	$5,008,643	$5,008,643	$14,397,086	(13)	$2,271,443	$2,372,338	$4,643,780
I-75	C.R. 581	Fletcher Ave.	416	400	4F	3580	3580	8F	7480	7480	10.73%	10.76%	4.34	$6,659,362	$6,659,362	$59,630,250	(8)	$3,190,654	$3,053,295	$6,243,980
S.R. 52	C.R. 581	Pasco Rd	86	88	2UL	820	670	4DL	1440	1440	8.69%	10.86%	1.31	$8,010,486	$8,010,486	$20,987,471	(1)	$900,077	$1,140,960	$2,041,037
S.R. 52	Pasco Rd	I75	147	141	2UL	820	670	4DL	1440	1440	14.88%	17.41%	0.72	$8,010,485	$8,010,486	$11,535,000	(4)	$866,394	$1,003,981	$1,869,376
S.R. 52	Mckendree Road	C.R. 577	90	94	2UL	820	670	4DL	1440	1440	0.00%	11.69%	2.46	$8,010,486	$8,010,485	$39,411,687	(1)	$1,761,436	$2,286,845	$4,078,281
S.R. 52	C.R. 577	Happy Hill Road	66	57	2UL	820	670	4DL	1440	1440	5.55%	7.04%	2.44	$8,010,486	$8,010,485	$39,091,168	(1)	$1,085,866	$1,376,430	$2,461,296
S.R. 54	US 41	Collier PKWY	306	196	4DL	1660	1530	6DL	3540	2900	12.20%	14.31%	1.81	$9,780,256	$9,780,256	$17,660,512	(13)	$1,071,400	$1,358,153	$2,327,554
S.R. 54	Collier PKWY	Livingston	361	336	4DL	1660	1530	6DL	3540	2900	20.00%	24.53%	0.62	$834,337	$834,337	$1,668,676	(13)	$174,317	$204,626	$378,943
S.R. 54	Livingston	S.R. 56	373	357	4DL	1660	1530	6DL	3540	2900	22.20%	26.00%	1.66	$4,834,260	$4,834,260	$9,668,400	(13)	$1,073,310	$1,259,724	$2,333,046
C.R. 54	S.R. 56	Magnolia	167	176	2UL	760	630	4DL	1620	1330	19.42%	28.00%	3.26	$22,637,547	$22,637,547	$45,274,094	(17)	$4,395,486	$5,660,787	$10,055,283
C.R. 54	Magnolia	I-75	376	360	4DL	1330	1620	6DL	2000	2450	66.42%	43.37%	1.31	$3,768,850	$3,768,850	$9,874,411	(43)	$2,770,730	$2,141,430	$4,912,160
S.R. 54	I-75	S.R. 581	1,370	1,334	4DL	2700	2290	6DL	3540	2900	100.00%	100.00%	0.29	$0	$0	$0	(10)	$0	$0	$0
S.R. 54	S.R. 581	Porter Blvd	149	880	6DL	2700	2290	8DL	3540	2900	100.00%	100.00%	0.33	$0	$0	$0	(10)	$0	$0	$0
S.R. 54	CR 577	Meadow Pointe Blvd	418	437	2UL	860	700	4DL	1550	1530	41.80%	52.65%	1.00	$8,010,486	$8,010,486	$16,020,971	(1)	$3,348,383	$4,217,680	$7,565,062
S.R. 54	Meadow Pointe Blvd.	New River Road	347	363	2UL	820	670	4DL	1510	1480	35.65%	44.84%	2.74	$8,010,485	$8,010,485	$43,897,468	(1)	$7,693,141	$9,836,283	$17,529,433
S.R. 54	New River Road	Morris Bridge Rd.	342	253	2UL	860	700	4DL	1550	1530	24.20%	30.48%	0.73	$8,010,485	$8,010,485	$11,695,308	(1)	$1,415,132	$1,782,478	$3,197,610
S.R. 56	S.R. 54	I-75	430	411	4DL	1660	1630	6DL	2790	2290	46.34%	54.08%	0.75	$0	$0	$0	(10)	$0	$0	$0
S.R. 56	SR 581	Commercial entrance	1,533	1,468	2UL	860	700	6DL	2790	2290	79.43%	92.33%	0.58	$2,423,816	$2,423,816	$2,811,627	(21) (22)	$1,116,930	$1,297,946	$2,414,576
S.R. 56	Commercial entrance	Porter Blvd	1,336	1,279	2UL	860	700	6DL	2790	2290	69.22%	80.44%	1.03	$2,423,816	$2,423,816	$4,993,061	(21) (22)	$1,726,168	$2,005,215	$3,729,384
S.R. 56	Porter Blvd	Wesley Chapel Blvd.	846	811	2UL	860	700	6DL	2790	2290	43.83%	51.01%	1.70	$2,423,816	$2,423,816	$8,240,974	(21) (22)	$1,806,192	$2,101,708	$3,907,900
Chancey Road	Project Boundary	Meadow Pointe Blvd.	80	84	0L	0	0	2UL	760	630	10.53%	11.33%	0.23	$2,596,705	$2,596,705	$1,194,484	(11)	$62,068	$70,632	$142,500
Wesley Chapel Blvd.	SR 56	SR 54	204	195	2UL	760	630	4DL	1620	1330	23.72%	27.86%	2.57	$2,844,077	$2,844,077	$14,618,554	(12)	$1,733,829	$2,036,156	$3,769,984
Zwest	Curley Road	Handcart Road	156	150	2UL	870	720	4DL	2080	2440	7.29%	8.72%	3.5	$2,844,077	$2,844,077	$19,908,537	(18)	$735,955	$868,105	$1,604,060
I-75	Fowler Ave.	Fletcher Ave.	346	331	6F	6640	6640	10F	11310	11310	7.39%	7.69%	1.07	$13,641,132	$13,641,132	$27,062,023	(10)	$699,346	$958,698	$1,657,044
															Total:	$711,650,260			Total:	$163,001,567
															Pasco:	$421,567,826				
															Hillsborough:	$290,082,435				

Source: District 7 June 2009 2012 Transportation Costs and Detailed Concept Plans
ROW costs below are estimated based on the D7 Transportation Cost: (Total construction cost - scope contingency) x 120% = ROW, CEI = 15% of Construction, Design = 15% of Construction

	Scope-Contingency (June '09)	Subtotal Construction Column from FDOT Tables (June '09)	TOTAL CONSTRUCTION (June '09)	ROW (June '09)	DESIGN & CEI (June '09)	TOTAL (June '09)	Cost/Mile per Direction (June '09)	Scope Contingency (June '12)	Subtotal Construction Column from FDOT Tables (June '12)	TOTAL CONSTRUCTION (June '12)	ROW (June '12)	DESIGN & CEI (June '12)	TOTAL (June '12)	Cost/Mile per Direction (June '12)
(1) Add 2 lane to existing 2 lane	1743407	$6,973,622	$8,717,034	$8,368,352	$2,615,110	$19,700,497	$9,850,248	$1,417,785	$5,671,140	$7,088,925	$6,805,369	$2,126,678	$16,020,971	$8,010,485
(2) Add 2 lane to existing 6 lane	2311465	$9,245,841	$11,557,301	$11,095,009	$3,467,190	$26,119,501	$13,059,750	$1,849,853	$7,399,413	$9,249,266	$8,879,299	$2,774,780	$20,903,341	$10,451,671
(3) Add 2 lane to existing 4 lanes (Interstate-NO ROW)	1920679	$7,682,716	$9,603,394	$0	$2,881,018	$12,484,412	$6,242,206	$1,566,767	$6,267,070	$7,833,837	$0	$2,350,151	$10,183,988	$5,091,994
(4) Add 4 lane to existing 4 lane	2601403	$10,405,612	$13,007,015	$12,486,734	$3,902,105	$29,395,854	$14,697,927	$2,110,573	$8,442,291	$10,552,864	$10,130,749	$3,165,859	$23,849,472	$11,924,736
(5) Add 2 lane to existing 4 lane	1920679	$7,682,716	$9,603,394	$9,219,258	$2,881,018	$21,703,670	$10,851,835	$1,566,767	$6,267,070	$7,833,837	$7,520,484	$2,350,151	$17,704,472	$8,852,236
(6) Add 4 lane to existing 4 lane (Interstate-NO ROW)	2601403	$10,405,612	$13,007,015	$0	$3,902,105	$16,909,120	$8,454,560	$2,110,573	$8,442,291	$10,552,864	$0	$3,165,859	$13,718,723	$6,859,362
(7) Add 4 lane to existing 4 lane for BBD	N/A	N/A	N/A	N/A	N/A	$8,962,603	$4,481,302	N/A	N/A	N/A	N/A	N/A	$8,963,503	$4,481,752
(8) Add 2 lane to existing 8 lane (Interstate)	2311460	$9,245,841	$11,557,301	$0	$3,467,190	$15,024,491	$7,512,246	$1,849,853	$7,399,413	$9,249,266	$0	$2,774,780	$12,024,046	$6,012,023
(9) New 6 lane roadway (SR 56 - No ROW)	3160234	$12,640,934	$15,801,168	$0	$4,740,347	$20,541,502	$10,270,751	$2,237,309	$8,949,474	$11,186,843	$0	$3,356,053	$14,542,896	$7,271,448
(10) 6 lanes of Interstate	3160234 100.00%	$12,640,934	$15,801,168	$15,169,169	$4,740,347	$35,710,810	$17,855,305	$2,237,309	$8,949,474	$11,186,843	$10,739,392	$3,356,053	$25,282,265	$12,641,132

(11) Cost of Chancey and the Loop Road (2-laning) calculated using 'Subtotal' column for New Urban 2-Lane from FDOT June 2009 2012 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: New Urban 2 lanes (June '12) Scope Cont. $440,119 Subtotal Const $4,401,195 Total Const $4,841,314 ROW $0 Design & CEI $352,050 Total $5,193,410 Cost/Mile per direction $2,596,705

(12) Cost of Wesley Chapel Blvd calculated using 'Subtotal' column for add 2 lanes to existing 2 lanes from FDOT June 2009 2012 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 2 to 4 lanes (June '12) Scope Cont. $482,047 Subtotal Const $4,820,469 Total Const $5,302,516 ROW $0 Design & CEI $385,638 Total $5,688,153 Cost/Mile per direction $2,844,077

(13) Total project cost determined from detailed concept plans - for detailed cost breakdown, please see attached worksheet. The concept plan costs were reduced by 34.31% 48.24%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2008 to June 2009 2012
(14) TOTAL = Sum of Construction + ROW + Design & CEI
(15) Cost of Curley calculated using Construction Cost from FDOT tables - ROW and Design from the County CIP

County Method: 2 to 4 lanes (June '12) Scope Cont. $482,047 Subtotal Const $4,820,469 Total Const $5,302,516 ROW & Design, CEI* $7,790,729 Total $13,093,245 Cost/Mile per direction $6,546,622
County Method: 2 to 4 lanes (Oct '08) Scope Cont. $870,355 Subtotal Const $8,703,552 Total Const $9,573,907
*ROW & Design,CEI Costs derived from Total Per Mile Cost from original tables - ($9,082,318*2)-$9,573,907 = $7,790,729

(16) Cost of Collier Parkway calculated using 'Subtotal' column for 4 to 6 and 2 to 6 lanes from FDOT June 2009 2012 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 4 to 6 lanes (June '12) Scope Cont. $532,701 Subtotal Const $5,327,010 Total Const $5,859,710 ROW $1,251,847 Design & CEI $426,161 Total $7,537,718 Cost/Mile per direction $3,768,859
County Method: 2 to 6 lanes (June '09) Scope Cont. $884,477 Subtotal Const $8,844,770 Total Const $9,729,247 ROW $2,078,531 Design & CEI $707,582 Total $12,515,360 Cost/Mile per direction $6,257,675

(17) Cost of CR 54 from SR 56 to Magnolia uses County CIP Cost; from Magnolia to I-75 uses 'Subtotal' column for 4 to 6 lanes from FDOT June 2008 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 4 to 6 lanes (June '09) Scope Cont. $532,701 Subtotal Const $5,327,010 Total Const $5,859,710 ROW $1,251,847 Design & CEI $426,161 Total $7,537,718 Cost/Mile per direction $3,768,859

County Method: 2 to 4 lanes (June '09) Scope Cont. $482,047 Subtotal Const $4,820,469 Total Const $5,302,516 ROW $1,432,410 Design & CEI $385,638 Total $6,820,961 Cost/Mile per direction $3,410,482
(18) Cost of Zephyrhills Bypass calculated using 'Subtotal' column for 2 to 4 lanes from FDOT June 2009 2012 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines (No ROW assumed at this time)
(19) Cost of link widening included in intersection concept plans and costs
(20) Cost of Chancey Road and Porter 4-laning calculated using County Methodology
(21) Assumed 2/3 of the cost of a new 6-lane roadway - (9) above
(22) Under background conditions 4 lanes required. 4 to 6 lane improvement under total traffic conditions. Assumed 1/3 of the cost of a new 6-lane roadway - (9) above
(23) Concept plan cost adjusted to account for 6 lane to 8 lane freeway improvement. Assume 1/2 of the concept plan cost.
* NOTE: Costs from detailed concept plans are not calculated per mile, but using an overall project cost for the segment

Intersections Analysis	$443,418,046
GRAND TOTAL	$383,644,316
Pasco	$141,374,649
Hillsborough	$76,726,818

Project Related Link Improvements	$25,155,081
Project Related Intersection Improvements	$23,949,371
PROJECT RELATED IMPROVEMENTS - GRAND TOTAL	$49,304,455

[ ] Proposed improvements as a result of project impact

[yellow] Proposed improvements in addition to improvements under background conditions

KING ENGG.

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Wiregrass DRI Improvement Costs - REVISED ~~10/26/2009~~ 12/20/2012
Concept Plans - Link Improvement Costs

Intersection	Phase(s)*	~~Total Construction Cost~~	~~PE Design (15%)~~	~~CEI (15%)~~	~~ROW Cost~~	~~Total Project Cost~~	~~Reduced Total Project Cost**~~	Reduced Total Project Cost**
Links								
I-75 from I-275 to SR 56	1,2 and 3	~~$11,409,000~~	~~$1,711,350~~	~~$1,711,350~~	~~$7,187,400~~	~~$22,019,100~~	~~$14,464,347~~	$11,397,086
I-75 from SR 56 to Overpass Road	1,2 and 3	~~$54,241,000~~	~~$8,136,150~~	~~$8,136,150~~	~~$8,300,000~~	~~$78,813,300~~	~~$51,772,457~~	$40,793,764
I-75 from Overpass Road to SR 52	1,2 and 3	~~$22,389,000~~	~~$3,358,350~~	~~$3,358,350~~	~~$2,286,900~~	~~$31,392,600~~	~~$20,621,799~~	$16,248,810
SR 54 from US 41 to CR 54/SR 56	1	~~$35,734,000~~	~~$5,360,100~~	~~$5,360,100~~	~~$27,192,450~~	~~$73,646,650~~	~~$48,378,484~~	$38,119,506
SR 54 from US 41 to CR 54/SR 56	2 and 3	~~$22,029,000~~	~~$3,304,350~~	~~$3,304,350~~	~~$27,192,450~~	~~$55,830,150~~	~~$36,674,826~~	$28,897,686
SR 581 (Bruce B Downs)	1,2 and 3	~~$10,730,000~~	~~$1,609,500~~	~~$1,609,500~~	~~$0*~~	~~$13,949,000~~	~~$9,163,098~~	$7,220,002

*ROW included in intersection concept plan

Phases 1, 2 and 3: Segment Breakdown (Calculated per mile and then segments shifted to match the Wiregrass DRI segments)

		Reduced Total Project Cost**
I-75 from I-275 to 56:	$22,019,100	$11,397,086
I-75 from 56 to 54:	$41,809,492	$21,640,593
I-75 from 54 to 52:	$68,396,408	$35,401,981

Phase 1		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$43,123,000	$22,320,465
SR 54 from Collier to Livingston:	$4,492,657	$2,325,399
SR 54 Livingston to SR 56:	$26,030,993	$13,473,642

Phase 2 and 3		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$33,926,800	$17,560,512
SR 54 from Collier to Livingston:	$3,223,869	$1,668,675
SR 54 Livingston to SR 56:	$18,679,481	$9,668,499

**Concept plan costs were reduced by~~34.31%~~ 48.24%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June~~2009~~ 2012.

% Change	~~34.31%~~	48.24%

Above %reduction is applied to concept plans throughout

TABLE 21-14C

WIREGRASS DRI - PHASE I

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED ~~10-26-09~~ 12.10.2012

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference In Capacity	~~Total Improvement Cost (June'09)~~	Total Improvement Cost (June'12)	~~% Contribution~~[1]	% Contribution[2]	~~Proportionate Cost (June'09)~~	Proportionate Cost (June'12)
SR 54 @ CR 581[4]	~~NBR~~ EBR ~~3~~ NBL ~~WBL Flyover~~ Signal Timings	3342	13,347	14,432	1,085	~~$117,458,727~~	~~$838,214~~ $376,578 $46,513	~~5.85%~~	100.00%	~~$6,135,483~~	~~$831,214~~ $376,578 $46,513
SR 54 @ Morris Bridge	~~Receiving lane for EBL~~ ~~Receiving lane for EBT~~ WBT Auxiliary Lane EBL NBR EBR Signal Timings	588	5,403	6,597	1,194	~~$2,369,706~~ ~~$2,369,706~~ ~~$2,369,706~~ ~~$478,645~~ ~~$969,652~~ ~~$969,652~~ ~~$46,716~~	~~$1,092,223~~ ~~$1,092,223~~ ~~$1,092,223~~ ~~$376,578~~ ~~$831,214~~ ~~$831,214~~ ~~$46,513~~	~~20.65%~~	45.09%	~~$76,878~~ ~~$476,878~~ ~~$476,878~~ ~~$97,032~~ ~~$201,472~~ ~~$201,472~~ ~~$22,569~~	~~$503,932~~ ~~$171,851~~ ~~$20,974~~
SR 54 @ Curley Road	~~Receiving lane for EBL~~ EBL SBL ~~Receiving lane for EBT~~ ~~WBT Auxiliary Lane~~ Signal Timings	1460	8,565	8,799	234	~~$2,369,706~~ ~~$478,645~~ ~~$478,645~~ ~~$2,369,706~~ ~~$2,369,706~~ ~~$46,716~~	~~$1,092,223~~ ~~$376,578~~ ~~$376,578~~ ~~$1,092,223~~ ~~$1,092,223~~ ~~$46,513~~	42.07%	100.00%	~~$201,433~~ ~~$161,933~~ ~~$161,933~~ ~~$205,633~~ ~~$205,633~~ ~~$19,670~~	~~$376,578~~ ~~$16,513~~
Bruce B Downs Blvd @ Dona Michelle Rd	Receiving lane for SBL ~~Receiving lane for NBT~~ ~~NBT Auxiliary Lane~~ SBL Signal Timings	1466	15,016	15,416	400	~~$2,369,706~~ ~~$2,369,706~~ ~~$2,369,706~~ ~~$478,645~~ ~~$46,716~~	~~$1,092,223~~ ~~$1,092,223~~ ~~$1,092,223~~ ~~$376,578~~ ~~$46,513~~	62.07%	100.00%	~~$1,471,433~~ ~~$1,471,433~~ ~~$1,471,433~~ ~~$476,565~~ ~~$66,678~~	~~$1,032,223~~ ~~$376,578~~ ~~$46,513~~
Bruce B Downs Blvd @ Regents Park	~~Receiving lane for SBL~~ ~~Receiving lane for NBL~~ ~~SBL~~ ~~NBL~~ ~~NBT Auxiliary Lane~~ Receiving lane for NBT EBL Signal Timings	2515	13,452	13,463	11	~~$2,369,706~~ ~~$2,369,706~~ ~~$478,645~~ ~~$478,645~~ ~~$2,369,706~~ ~~$2,369,706~~ ~~$478,645~~ ~~$46,716~~	~~$1,092,223~~ ~~$1,092,223~~ ~~$376,578~~ ~~$376,578~~ ~~$1,092,223~~ ~~$1,092,223~~ ~~$376,578~~ ~~$46,513~~	~~52.42%~~	100.00%	~~$1,170,533~~ ~~$1,170,533~~ ~~$249,533~~ ~~$249,533~~ ~~$1,170,533~~ ~~$1,170,533~~ ~~$249,533~~ ~~$46,513~~	~~$1,092,223~~ ~~$376,578~~ ~~$46,513~~
Bruce B. Downs @ Pebble Creek	NBT Auxiliary Lane SBL Signal Timings	2490	7,067	12,988	5,921	~~$2,369,706~~ ~~$478,645~~ ~~$46,716~~	~~$1,092,223~~ ~~$376,578~~ ~~$46,513~~	42.05%	42.05%	~~$829,362~~ ~~$199,186~~ ~~$24,663~~	~~$817,604~~ ~~$158,365~~ ~~$19,560~~
Bruce B Downs Blvd @ Highwoods Preserve	Receiving lane for SBL SBL NBR WBL Signal Timings	1719	14,054	14,055	1	~~$2,369,706~~ ~~$478,645~~ ~~$969,652~~ ~~$478,645~~ ~~$46,716~~	~~$1,092,223~~ ~~$376,578~~ ~~$831,214~~ ~~$376,578~~ ~~$46,513~~	100.00%	100.00%	~~$1,183,166~~ ~~$240,246~~ ~~$1,424,330~~ ~~$240,246~~ ~~$23,849~~	~~$1,092,223~~ ~~$376,578~~ ~~$831,214~~ ~~$376,578~~ ~~$46,513~~
County Line Road @ SR 581	~~NBR~~ ~~SBL~~ EBL ~~WBL~~ ~~NBL~~ Signal Timings	3302	13,188	13,372	184	~~$969,652~~ ~~$478,645~~ ~~$478,645~~ ~~$478,645~~ ~~$478,645~~ ~~$46,716~~	~~$831,214~~ ~~$376,578~~ ~~$376,578~~ ~~$376,578~~ ~~$376,578~~ ~~$46,513~~	~~24.69%~~	100.00%	~~$719,933~~ ~~$353,761~~ ~~$353,761~~ ~~$353,761~~ ~~$353,761~~ ~~$43,063~~	~~$376,578~~ ~~$46,513~~

TABLE 21-14C

WIREGRASS DRI - PHASE 1

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED 10-26-12 11 28 2012

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference In Capacity	Total Improvement Cost (June '09$)	Total Improvement Cost (June '12)	% Contribution[7]	% Contribution[7]	Proportionate Cost (June '09$)	Proportionate Cost (June '12)
Bruce B. Downs @ Cross Creek	Receiving lane for SBL	2110	12.75%	13,050	300	$2,200,708	$1,993,223	100.00%	100.00%	$2,200,708	$376,578
	EBL					$423,645	$376,578			$423,645	
	NBL					$423,645	$376,578			$423,645	
	SBL					$423,645	$376,578			$423,645	
	Signal Timings					$58,716	$46,513			$58,716	$46,513
Bruce B. Downs @ Amberly Drive	NBL	227	10,026	12,926	2,900	$423,645	$376,578	2.96%	2.96%	$31,928	
	WBL					$423,645	$376,578			$36,948	
	SBL					$423,645	$376,578			$36,948	
	Signal Timings					$58,716	$46,513			$3,599	
Bruce B. Downs @ Tampa Palms	NBL	227	11,697	11,582	* 155	$423,645	$376,578	1.01%	100.00%	$58,09	
	WBL					$423,645	$376,578			$9,010	$376,578
	Signal Timings					$58,716	$46,513			$1,127	$46,513
Bruce B. Downs @ Commerce Palms	Receiving lane for SBL	671	9,499	12,794	3,295	$2,200,708	$1,993,223	15.90%	15.90%	$349,900	$316,723
	NBL					$423,645	$376,578			$75,313	$59,878
	SBL					$423,645	$376,578			$75,313	$59,878
	Signal Timings					$58,716	$46,513			$9,336	$7,396
Bruce B. Downs @ Bexley	Receiving lane for NBL	308	9,399	11,505	1,106	$2,200,708	$1,993,223	9.93%	9.93%	$218,523	
	NBL					$423,645	$376,578			$46,585	
	EBL					$423,645	$376,578			$46,585	
	WBL					$408,663	$831,314			$40,583	
	Signal Timings					$58,716	$46,513			$5,774	
Bruce B. Downs @ Skipper Road	NBL	178	3,011	10,585	2,474	$423,645	$376,578	9.33%	9.33%	$41,676	
	Signal Timings					$58,716	$46,513			$5,445	
Bruce B. Downs @ Lake Forest Road	NBL	104	9,317	12,516	3,004	$423,645	$376,578	3.45%	3.45%	$14,523	
	Signal Timings					$58,716	$46,513			$2,011	
Collier Pkwy @ County Line Rd.	EBL	326	5,174	6,330	956	$423,645	$376,578	14.44%	14.44%	$68,371	
	WBR					$408,663	$831,314			$119,353	
	Signal Timings					$58,716	$46,513			$9,476	
US 41 @ County Line Road	NBH	148	5,308	6,911	1,603	$408,663	$831,314	9.24%	9.24%	$93,303	
	EBL					$423,645	$376,578			$13,730	
	WBL					$423,645	$376,578			$13,730	
	EB Auxiliary Lane					$2,200,708	$1,993,223			$204,024	
	Receiving lane for EB					$2,200,708	$1,993,223			$204,024	
	Signal Timings					$58,716	$46,513			$5,425	
US 41 @ Old Pelan Road	EBL	230	1,838	1,908	2,368	$423,645	$376,578	21.06%	21.06%	$101,010	
	Signal Timings					$58,716	$46,513			$12,094	
Morris Bridge @ Cross Creek	Receiving lane for EBL	86	3,071	4,407	336	$2,200,708	$1,993,223	9.75%	15.00%	$214,468	$194,344
	EBL					$423,645	$376,578			$41,303	
	Signal Timings					$58,716	$46,513			$5,725	$11,305

TABLE 21-14C

WIREGRASS DRI - PHASE I

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED ~~10-26-09~~ 12-20-2012

Intersection	Improvement[3]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	~~Total Improvement Cost (June '09)~~	Total Improvement Cost (June '12)	~~% Contribution[4]~~	% Contribution[3]	~~Proportionate Cost (June '09)~~	Proportionate Cost (June '12)
SR 52 @ US 41	~~EBT Auxiliary Lane~~					~~$2,269,708~~	~~$1,992,223~~			~~$134,541~~	
	~~Receiving lane for EBT~~					~~$2,269,708~~	~~$1,992,223~~			~~$134,541~~	
	~~WBT Auxiliary Lane~~					~~$2,269,708~~	~~$1,992,223~~			~~$134,541~~	
	~~Receiving lane for WBT~~					~~$2,269,708~~	~~$1,992,223~~			~~$134,541~~	
	NBT Auxiliary Lane	165	~~6.11%~~	7,184	~~1,064~~	~~$2,269,708~~	~~$1,992,223~~	~~5.11%~~	~~9.82%~~	~~$134,541~~	~~$195,681~~
	Receiving lane for NBT					~~$2,269,708~~	~~$1,992,223~~			~~$134,541~~	~~$195,681~~
	SBT Auxiliary Lane					~~$2,269,708~~	~~$1,992,223~~			~~$134,541~~	~~$195,681~~
	Receiving lane for SBT					~~$2,269,708~~	~~$1,992,223~~			~~$134,541~~	~~$195,681~~
	~~NBL~~					~~$428,645~~	~~$376,574~~			~~$25,533~~	
	Signal Timings					~~$58,716~~	~~$46,513~~			~~$3,476~~	~~$4,569~~
SR 54 @ Coats Road	EBR					~~$948,642~~	~~$831,211~~			~~$240,640~~	~~$337,114~~
	~~EBL~~					~~$428,645~~	~~$376,574~~			~~$108,678~~	
	~~Receiving lane for EBL~~					~~$2,269,708~~	~~$1,992,223~~			~~$575,268~~	
	NBL	306	~~4.24%~~	5,008	~~253~~	~~$428,645~~	~~$376,574~~	~~36.70%~~	~~40.32%~~	~~$108,678~~	
	~~Receiving lane for NBL~~					~~$2,269,708~~	~~$1,992,223~~			~~$575,268~~	
	~~SBL~~					~~$948,642~~	~~$831,211~~			~~$240,640~~	
	Signal Timings					~~$58,716~~	~~$46,513~~			~~$14,898~~	~~$18,753~~
SR 54 @ SR 56[5]	~~NBL~~										
	~~EBL-Flyover~~										
	~~Receiving lane for EBT~~	971	~~14.11%~~	16,553	~~2,142~~	~~$13,488,317~~		~~10.72%~~	~~25.33%~~	~~$7,769,466~~	
	~~WBT Auxiliary Lane~~										
	WBR						~~$831,211~~				~~$170,803~~
	Signal Timings						~~$46,513~~				~~$21,005~~
~~Boyce B Dowty @ I-75~~	~~Add. to WB Ramp~~	~~1125~~	~~11,048~~	~~11,000~~	~~243~~	~~$428,645~~	~~$376,574~~	~~10.00%~~	~~100.00%~~	~~$428,645~~	
	~~Signal Timings~~					~~$58,716~~	~~$46,513~~			~~$58,716~~	
~~SR 54 @ Suncoast Pkwy NB Ramp~~	~~2WBT~~					~~$3,338,202~~	~~$3,004,447~~			~~$197,206~~	
	~~NBL~~					~~$428,645~~	~~$376,574~~			~~$25,288~~	
	~~Receiving lane for EBT~~	~~163~~	~~5.07%~~	~~10,016~~	~~1,000~~	~~$2,269,708~~	~~$1,992,223~~	~~4.18%~~	~~4.18%~~	~~$90,908~~	
	~~Receiving lane for EBL~~					~~$2,269,708~~	~~$1,992,223~~			~~$90,908~~	
	~~Acceleration lane for NBR~~					~~$2,269,708~~	~~$1,992,223~~			~~$90,908~~	
	~~Signal Timings~~					~~$58,716~~	~~$46,513~~			~~$2,626~~	
SR 54 @ Porter Blvd.	WBT Auxiliary Lane	2223	11,128	13,897	1,769	~~$2,269,708~~	~~$1,992,223~~	100.00%	100.00%	~~$2,269,708~~	~~$1,992,223~~
	Receiving lane for EBT					~~$2,269,708~~	~~$1,992,223~~			~~$2,269,708~~	~~$1,992,223~~
~~Collier Pkwy @ SR 54~~[6]	~~Interchange~~	~~830~~	~~8,844~~	~~19,326~~	~~10,484~~	~~$166,345,626~~	~~$45,827,951~~	~~7.55%~~	~~9.21%~~	~~$8,219,416~~	
	~~SR 54 Flyover WBL~~										
CR 54 @ I-75[5]	Interchange Reconstruction	2343	19,704	22,434	2,650	~~$45,829,760~~	~~$3,999,851~~	~~58.41%~~	58.41%	~~$46,135,587~~	~~$1,112,155~~
	NBL, SBL										
~~SR 56 @ I-75~~	~~Interchange Reconstruction~~	~~1648~~	~~15,665~~	~~27,843~~	~~9,181~~	~~$38,725,706~~	~~$33,667,474~~	~~36.67%~~	36.67%	~~$11,678,523~~	
	~~EBL, NBL, SBL~~										
US 41 @ SR 54	~~Interchange~~[7]	~~203~~	~~10,753~~	~~21,830~~	~~11,077~~	~~$124,145,000~~	~~$124,145,000~~	~~3.84%~~	3.84%	~~$5,744,815~~	
	~~US 41 Flyover~~										
	~~NBR EBL WBL - free flow turns~~										
SR 56 @ SR 581[2]	Each Approach - ~~Triple left, three through, dual right~~ (EB Dual Right)	5018	8403	13,161	4,758	~~$2,376,650~~	~~$2,337,528~~	~~100%~~	100.00%	~~$2,376,650~~	~~$2,337,528~~
						Total:	$137,616,847		Intersection Total	~~$107,442,913~~	~~$23,949,377~~

TABLE 21-14C

WIREGRASS DRI - PHASE I

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED 10-26-09 12-20-2012

Intersection	Improvement[2]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '12)	Total Improvement Cost (June '12)	% Contribution[3]	% Contribution[3]	Proportionate Cost (June '09)	Proportionate Cost (June '12)
Notes:						Present			Present		
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											
(1) D7 June 2008 2012 Construction Cost for 300 feet exclusive right turn lane is											
Construction cost for 300 feet exclusive left turn lane is									Project Related Intersection Improvements		
For intersection turn lanes, assume each turn lane leg is 0.1 miles											
Total Construction Cost for 0.1 mile exclusive right turn lane is											
Total Construction Cost for 0.1 mile exclusive left turn lane is											
To obtain the total cost for the turn lane improvement, Right-of-way cost at a rate of 120% of construction cost (less scope contingency) was added to the construction costs											
Total Improvement Cost for 0.1 mile exclusive right turn lane is											
Total Improvement Cost for 0.1 mile exclusive left turn lane is											
(2) For through lanes, a transition length of 0.25 miles was used.											
Construction Cost for adding one mile of one (1) through lane on the inside											
Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of											
120% of construction cost is											
(3) Before and After Improvement capacities were considered from HCS and Synchro software for the respective intersections											
(4)Total cost for new interchange at SR 54 and US 41 is								(Revised from $160M based on latest estimate)			
(5) Cost for modifying signal timings and or phasing =											
15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.											
(6) Updated using costs from detailed concept plans - for detailed cost breakdown, see attached worksheet											
The concept plan costs were reduced by 23.34% 23.34%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2012											
(7) Improvements provided are in addition to the existing plus Committed Improvements with the exception of SR 54 @ US 41 improvements which will be the responsibility of the developer											
(8) Dual left turn lanes or 2 exclusive right turn lanes will require a 4-lane through lanes along SR 54 to and from the Interchange											

EXHIBIT I

WIREGRASS RANCH DRI NO. 260

WIREGRASS RANCH TRANSPORTATION MITIGATION TABLE

WIREGRASS - PHASE 1 TRANSPORTATION MITIGATION

Rev. January 17, 2013

Proportionate Share
$49,304,458

Proposed Phase 1 Pipeline Projects
Agreed Proportionate Share Credits (Mitigation Plan)

	Roadway[3][4]	Total Cost[8]	Proportionate Share Credit	Financial Assurance[1]	Start Date[2]
1	SR 56 / 581 Intersection	$ 2,337,528	100%	3/31/2008[5]	1/1/2008[5]
2	SR 56 - 581 to Wiregrass Ranch Blvd.[6]	$ 15,609,375	100%	3/31/2008[5]	1/1/2008[5]
3	SR 56 - Wiregrass Ranch Blvd. to Meadow Pointe Blvd.[6]	$ 10,095,662	100%	3/31/2008[5]	1/1/2008[5]
4	Mansfield Blvd.	$ 4,213,939	50%	3/31/2008[5]	6/1/2008[5]
5	581 Bypass/Loop Road	$ 20,191,325	100%	5/31/2023	12/1/2023
6	SR 54 ROW Acquisition Fund	$ 5,000,000	100%	N/A	N/A
7	Park & Ride Facility	TBD[7]	100%	N/A[7]	N/A[7]
	Total		$ 55,340,859		

[1] A letter of credit, bond or other form of financial assurance shall satisfy this requirement.

[2] Schedule shown does not preclude the developer from initiating construction of the improvements earlier than the dates required.

[3] Additional proportionate share credit in excess of the required Phase 1 proportionate share identified above shall be applied to any additional entitlements not included within Phase 1 to the extent provided in Section 5.M.(1) of the DRI Development Order and Section 5 of this Exhibit I.

[4] All Impact/Mobility fee credits applicable to the pipeline projects are addressed in the Wiregrass Ranch DRI Development Agreement.

[5] These obligations have been satisfied.

[6] Wiregrass Ranch Boulevard is formerly known as Porter Boulevard.

[7] To be determined in accordance with the Easement Agreement.

[8] All costs indentified are based on June 2012 FDOT cost index.

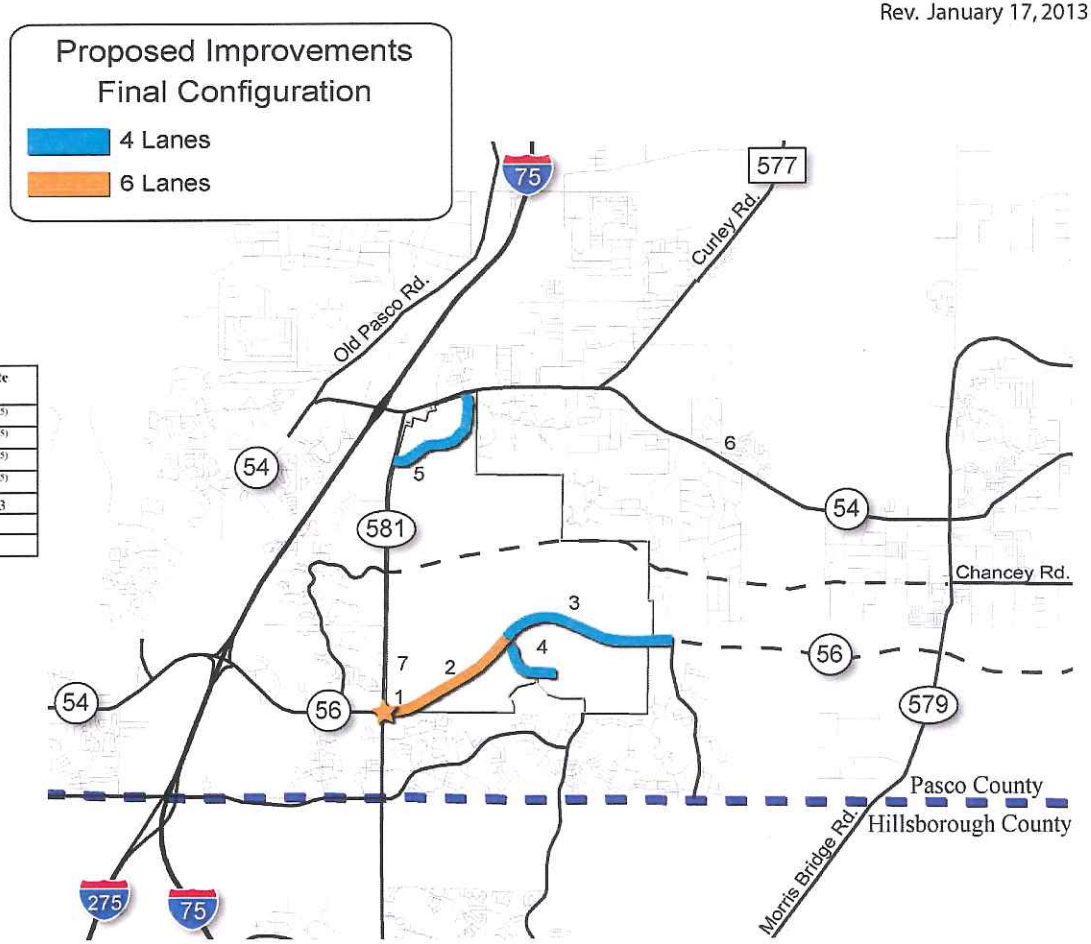

EXHIBIT "I" page 1 of 10

King
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SCALE

GRAPHIC REPRESENTATIONS ARE GENERAL IN NATURE AND SHOULD BE USED FOR PLANNING PURPOSES ONLY

PASCO COUNTY

TABLE 1
PROPOSED MITIGATION FOR WIREGRASS DRI - PHASE 1
Date 1/18/13

Item	Description	Improvement	Cost/Mile (D7 June 2012)	Reference	Link Length (feet)	Link Length (mile)	Total Project Cost Source: District 7 June 2012 Cost	Percentage Proportionate Share Credit	Total Proportionate Share Credit (D7 June 2012)
1	SR 56/ SR 581 (FDOT ultimate intersection)	n/a	n/a	Proportionate Share Tables	n/a	n/a	$2,337,528	100%	$2,337,528
2	SR 56 - from SR 581 to Wiregrass Ranch Blvd.	2 lanes to 6 lanes	n/a	Proportionate Share Tables	8,501	1.61	$15,609,375	100%	$15,609,375
3	SR 56 - from Wiregrass Ranch Blvd. to Meadow Pointe Blvd.	2 lanes to 4 lanes	n/a	Proportionate Share Tables	8,976	1.70	$10,095,662	100%	$10,095,662
4	Mansfield Blvd. - from SR 56 to School Entrance	New 4 lanes	$7,331,004	VII	3,035	0.57	$4,213,939	50%	$2,106,969
5	[1]581 Bypass/Loop Road	New 4 lanes	$11,877,250	I	8,976	1.70	$20,191,325	100%	$20,191,325
6	[2]SR 54 ROW Acquisition Fund	n/a	n/a	n/a	n/a	n/a	$5,000,000	100%	$5,000,000
7	Park & Ride Facility	n/a	n/a	Meeting 07/12/07	n/a	n/a	TBD	100%	TBD
						Total	$57,447,829		$55,340,859

Note:
1)[1]. Realignment length was taken from County's Mitigation Proposal 06/13/07
2) [2] To Be paid on a "per trip" basis from the inception of Phase 1 development.
3) Concept plan costs were reduced by 48.24%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2012.

Source:

Table 1A- Obtained from District 7 Transportation Cost Estimates (June 2012)

Ref.	Urban Road	District 7 June 2012 Costs		
		Construction Cost Per Mile	Design & CEI Cost Per Mile	Total Cost Per Mile
I	6 Lane Roadway	$11,186,843	$3,356,053	**$14,542,896**
II	4 Lane Roadway	$9,136,346	$2,740,904	**$11,877,250**
III	2 Lane Roadway	$6,472,344	$1,941,703	**$8,414,047**
VI	Add Lanes(2 to 4)	$7,088,925	$2,126,678	**$9,215,603**
V	Add Lanes(4 to 6)	$7,833,837	$2,350,151	**$10,183,988**

Table 1B- County Methodology for Cost Calculations

Ref.	Urban Road	District 7 June 2012 Costs				
		FDOT Subtotal Construction Cost Per Mile	Pasco County Construction Cost Per Mile	Design & CEI Cost Per Mile	Scope Contingency	Total Cost Per Mile
VI	6 Lane Roadway	$8,949,474	$7,607,053	$608,564	$760,705	**$8,976,322**
VII	4 Lane Roadway	$7,309,077	$6,212,715	$497,017	$621,272	**$7,331,004**
VIII	2 Lane Roadway	$5,177,876	$4,401,195	$352,096	$440,119	**$5,193,410**
IX	Add Lanes(2 to 4)	$5,671,140	$4,820,469	$385,638	$482,047	**$5,688,153**
X	Add Lanes(4 to 6)	$6,267,070	$5,327,010	$426,161	$532,701	**$6,285,871**

Calculation:
1.Subtotal construction cost per mile was taken from District 7 June 2012 costs.
2. Total construction cost per mile is 85% of FDOT District 7 June 2012 costs.
3. Design and CEI is 8% of the Pasco County construction costs.
4. Contingency cost is 10% of the Pasco County construction cost.

Exhibit I (Continued from Pages 1 & 2)

Wiregrass DRI Transportation Mitigation Terms and Conditions:

1. The Master Developer and the County have agreed on the specific pipeline projects required for Phase 1 as identified on Page 1 of this Exhibit I. Each and every one of the pipeline projects listed on Page 1 of this Exhibit I consists of one or more mobility improvements that will benefit a regionally significant transportation facility. For purposes of proportionate share credits, the cost estimates on Page 1 of Exhibit I shall be used for all the pipeline projects, except for the Park and Ride Facility, Pipeline Project 7, for which a conceptual cost estimate is not available, in which case the cost estimate is "To Be Determined", or "TBD", by agreement between the County and the Master Developer. The total cost for Pipeline Projects 1-6 exceed and fully satisfy the proportionate share contribution for Wiregrass Ranch DRI without regard for Pipeline Project 7 for which a cost has yet "To Be Determined". To the extent the total costs of all pipeline projects for Wiregrass Ranch DRI, as set forth on Page 1 of this Exhibit I and the DA, exceed the proportionate share contribution for the Wiregrass Ranch DRI, and to the extent that proportionate share continues to be a requirement of the Wiregrass Ranch DRI, then such credit excess shall be applied to the proportionate share contribution calculated or required for future additional entitlements not currently included in Phase I, at the time the proportionate share contribution for such future entitlements is calculated.

2. As reflected in the tables set forth on page 1 of this Exhibit I, Wiregrass DRI shall receive proportionate share credit for the pipeline projects to the extent, and as set forth, on Page 1 of this Exhibit I. All such proportionate share credits shall be provided at the same cost as set forth in this Exhibit I (except for the Pipeline Project 7 for which cost estimates are "TBD" as set forth in Note 1, above), regardless of the actual cost of construction for such pipeline project. Such cost estimates shall not be binding on the County for purposes of mobility fee credits, which shall be determined based on actual construction costs, and in accordance with the requirements of the DA.

3. The deadlines for provision of a letter of credit, bond, or other form of financial assurance acceptable to the County for each pipeline project are set forth in the tables contained on Page 1 of this Exhibit I. Similarly, the deadline for each construction commencement date is set forth in these tables. All construction completion deadlines shall be two (2) years after the commencement of construction, unless extended in the DA or otherwise agreed to in writing by the County (based upon particular circumstances related to such pipeline). For purposes of these deadlines, construction "commencement" shall be defined as the date that a bid package is submitted to the County for the applicable pipeline project in accordance with the requirements of the DA, and construction "completion" shall be defined as the date that applicable pipeline project is open to the traveling public and the required maintenance guarantee has been provided.

4. The cost basis for the proportionate share obligation for each pipeline improvement and proportionate share credits is set forth on page 1 of this Exhibit I. With respect to FDOT projects, the June 2012 cost estimates published by FDOT District 7 have been utilized, as required by FDOT. The remaining Phase 1 pipeline projects that require construction (the 581 Bypass/Loop and Park & Ride Facility) shall be constructed by the Master Developer, or its designee, regardless of actual cost. In the event the FDOT published cost figures utilized herein for the current DRI proportionate share calculations are decreased subsequent to adoption of this DO, and to the extent proportionate share remains a requirement of the Wiregrass Ranch DRI, then the Applicant/Owner shall have the right to recalculate the required proportionate share amount for Phase 1 based upon such adjusted FDOT cost figures. Any required adjustment shall be substituted as Exhibits H and I to this DO, after approval thereof by the County, and required adjustments shall be reflected by appropriate amendment(s) to any related DA for Wiregrass Ranch DRI.

5. To the extent that the Proportionate Share remains a requirement of the Wiregrass Ranch DRI and it exceeds the transportation mitigation measures set forth in Exhibit I and the DA, the Project shall receive proportionate share credit for Exempt Uses. Pasco County shall address and be responsible for the proportionate share credit amount for compliant Exempt Use (as defined in the DO) entitlements and uses and entitlements identified in Section 4.a(5) of the DO through the application of mobility fees or other revenue sources toward one or more of the improvements listed in Exhibit H (the Proportionate Share Calculation Table) or toward alternate road or mobility improvements that benefit the improvements in Exhibit H. Furthermore, to the extent that the proportionate share remains a requirement of the Wiregrass Ranch DRI, and to the extent that the costs of the transportation mitigation measures set forth in Exhibit I and the DA continue to exceed the proportionate share, the Master Developer may add to this DRI new Exempt Use entitlements without additional DRI and County transportation mitigation.

6. Mobility fee credits will be provided (and may be assigned) in accordance with the DO and the DA and the County's mobility fee regulations. Without limiting the foregoing sentence, and for additional clarification, with respect to the Western Portion of Chancey Road from SR 581 to Wiregrass Ranch Boulevard referenced in Exhibit S of the DA, the County has agreed that, notwithstanding the elimination of the Western Portion of Chancey Road as a Pipeline Project, the mobility fee credits shall be awarded subject to the terms and conditions of the DA and the separate future DA for the Western Portion of Chancey Road.

7. The alignment for the 581 Bypass/Loop Road through Wiregrass DRI shall be mutually agreed by the Applicant/Owner and the County. The County agrees that impacts to wetlands shall be avoided where practical, provided that County road design requirements can be met, and provided that the alignment is flexible to allow Wiregrass DRI to maximize the feasibility and marketability of frontage parcels along the 581 Bypass/Loop Road (due to the increased quantity of donated right-of-way acreage that is required for such re-alignment). The County also agrees to support the request for signalization at the Wiregrass Ranch Blvd. and the 581 Bypass/Loop Road intersections at SR 54, subject to the FDOT design approval and permitting process for such signalization. No frontage road system will be required within Wiregrass DRI for the 581 Bypass/Loop Road, due to the increased quantity of donated right-of-way that is required for such pipeline project, provided however, that appropriate interconnects will be required between adjacent parcels in accordance with LDC.

8. The Phase 1 SR 54 Right-of-Way fund contribution (Curley Road to Morris Bridge Road) shall be made on a per-trip basis, at the rate of $576.57 per trip ($5,000,000/8,672 peak hour

trips in the original Phase I analysis), payable at the same time as mobility fees through the permitting of Phase 1 entitlements until the total $5,000,000 is paid to the County, but in any event prior to March 1, 2026. Once the total aggregate contribution of all the SR 54 Right-of-Way fund being paid to the County equals $5,000,000, no additional SR 54 Right-of-Way payments shall be required for any remaining Phase 1 entitlements. No bond or other form of financial assurance is required for this mitigation item. The payment of the Phase 1 SR 54 Right-of-Way fund is in addition to any transportation impact or mobility fees that may be required. Payment of the SR 54 Right of Way Fund shall be fully creditable to the Master Developer toward mobility fees in accordance with the DO and the DA.

9. The Park & Ride Facility (Pipeline Project 7) may be located by the Master Developer within Parcel O2. Unless the Master Developer and the County agree otherwise, the facility shall consist of 150 parking spaces to be designed, permitted and constructed by Master Developer, or its designee. Fee simple ownership and use of the land containing the facility may remain titled in owner or its designee, and a permanent, non-exclusive easement agreement for use of the 150 park-and-ride spaces (or other amount agreed to by the Master Developer), in favor of the County or its designated agency, shall suffice for dedication or provision of said facility as the required mitigation pipeline contemplated herein. The Park and Ride Facility shall also be made available to the Hillsborough Regional Transit Authority (HARTline). The required easement agreement for Pipeline Project 7 shall be provided no later than December 31, 2013 by Master Developer or its designee.

EXHIBIT J

WIREGRASS RANCH DRI NO. 260

SITE ACCESS/INTERSECTIONS

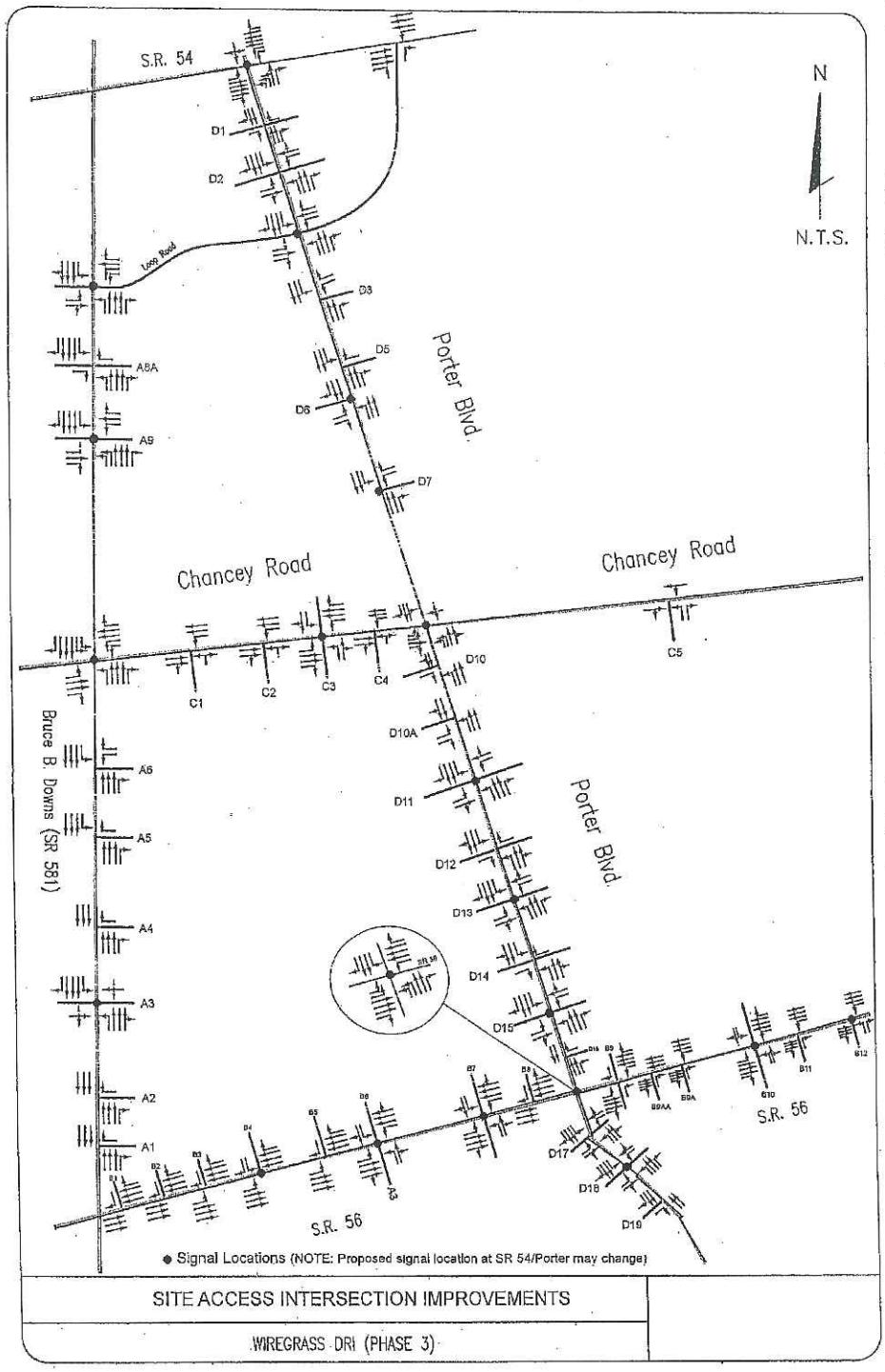
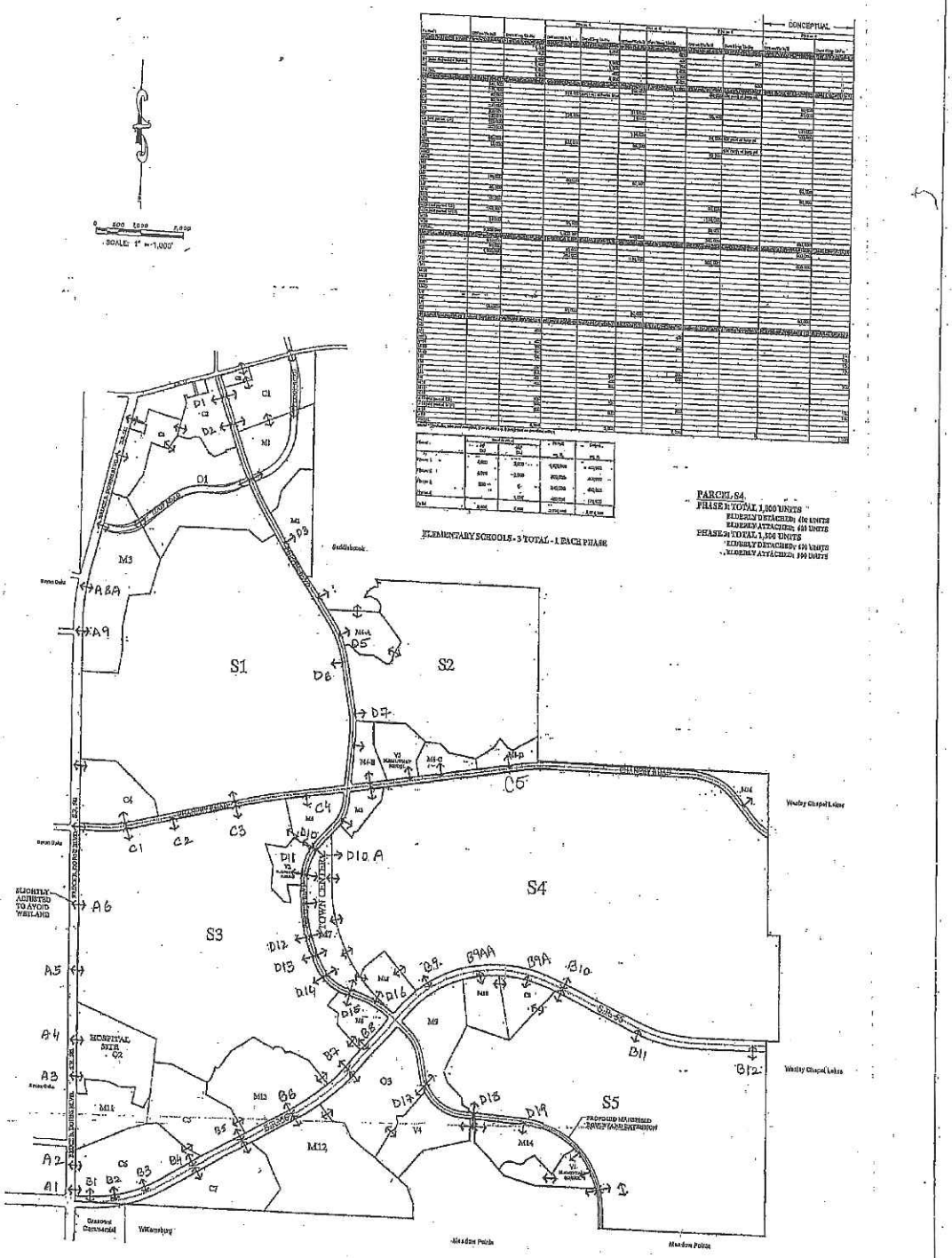


EXHIBIT J

1 of 2



CONCEPTUAL ACCESS EXHIBIT
WIREGRASS
PASCO COUNTY, FLORIDA

LEGEND

CONCEPTUAL ACCESS POINTS (SUBJECT TO FINAL DESIGN AND ENGINEERING)

PREPARED BY:

King ENGINEERING ASSOCIATES, INC.

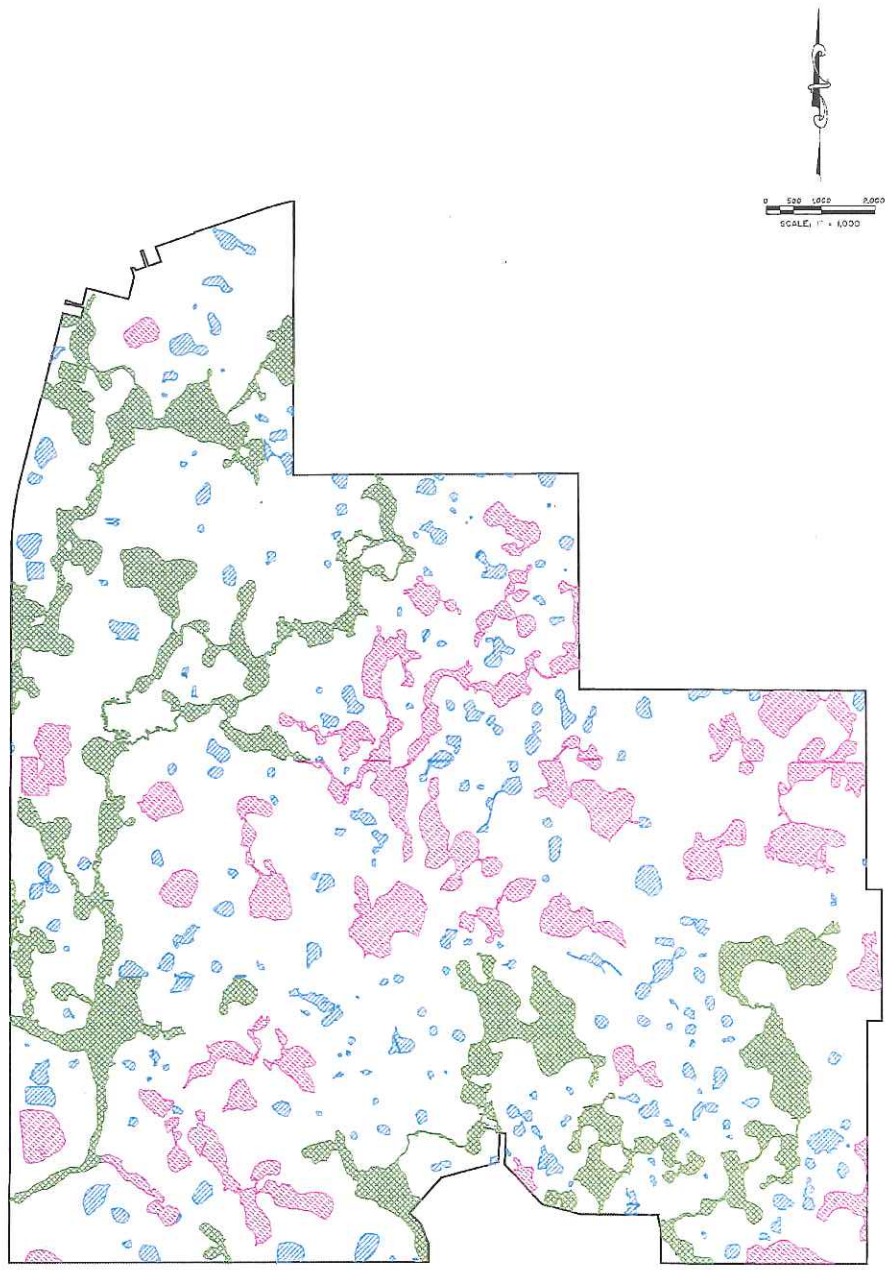
B-1-1.

EXHIBIT J
2 of 2

EXHIBIT K

WIREGRASS RANCH DRI NO. 260

WETLANDS CATEGORIZATION MAP



LEGEND

CATEGORY I

CATEGORY II

CATEGORY III

NOTE:
WETLAND LIMITS AND CATEGORIZATION SHOWN ARE A COMBINATION OF APPROVED DELINEATIONS AND PRELIMINARY ESTIMATES AND MAY BE SUBJECT TO REVISION DURING FINAL AGENCY REVIEW AND PERMITTING.

EXHIBIT K
PRELIMINARY WETLAND CATEGORY EXHIBIT
WIREGRASS
PASCO COUNTY, FLORIDA

PREPARED BY:

King
ENGINEERING ASSOCIATES, INC.
4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
Engineering License #2610

NO.	DATE	DESCRIPTION	APP'D BY

JOB NO. 3109-301-000
DATE 04/09/07
SCALE 1" = 1,000'
DRAWN BY BAB

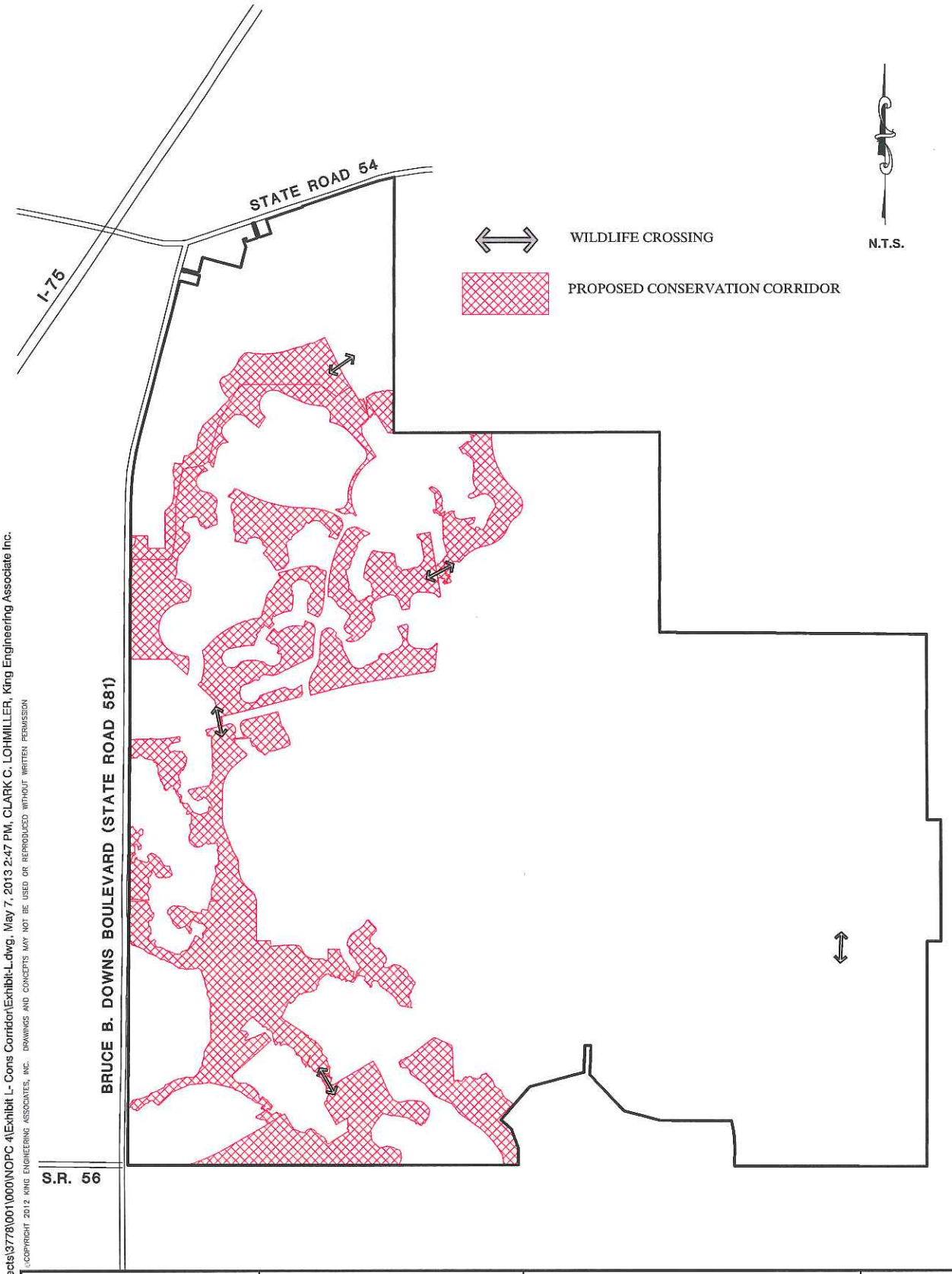
NOTE:
THIS IS A PRELIMINARY LAYOUT AND IS FOR ILLUSTRATIVE PURPOSES ONLY. THE LATEST AVAILABLE GIS DATA HAS BEEN UTILIZED, HOWEVER, KING MAKES NO GUARANTEES ON ITS ACCURACY. THE CONCEPT SHOWN IS SUBJECT TO CHANGE BASED ON FINAL ENGINEERING, FIELD SURVEY, ENVIRONMENTAL AND GOVERNMENTAL APPROVALS.

H:\PLAN\HIN\projects\3771\0001\0000\DPC 3\Exhibit K - Wetland Categories\Exhibit K.dwg, December 27, 2012 2:53 PM, CLARK LOHMULLER, King Engineering Associate Inc.

EXHIBIT L

WIREGRASS RANCH DRI NO. 260

CONSERVATION CORRIDOR



H:\PLANNING\projects\3778\001\000\NOPC 4\Exhibit L- Cons Corridor\Exhibit-L.dwg, May 7, 2013 2:47 PM, CLARK C. LOHMILLER, King Engineering Associate Inc.

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WIREGRASS DRI
PASCO COUNTY, FLORIDA

DEVELOPMENT ORDER
EXHIBIT L
CONSERVATION CORRIDOR

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
ENGINEERING LICENSE #00002610
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

JOB NO. 3778-001-000
DATE: 12-12-12
SCALE: N.T.S.

EXHIBIT M

WIREGRASS RANCH DRI NO. 260

SETTLEMENT AGREEMENT WITH PASCO COUNTY AND FLORIDA DEPARTMENT OF TRANSPORTATION DATED DECEMBER 22, 2006*

***INCORPORATED BY REFERENCE**

EXHIBIT N

WIREGRASS RANCH DRI NO. 260

AGREEMENT WITH SCHOOL BOARD

AGREEMENT FOR SALE
WIREGRASS RANCH SCHOOL SITES

THIS AGREEMENT is made and entered this 2nd day of March, 2004, by and between Wiregrass Ranch, Inc., a Florida corporation, hereinafter referred to as "Seller," and The School District for Pasco County, Florida ("School District"), a political subdivision of the State of Florida, also referred to as "Buyer."

1. Sale of Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, certain unimproved land in Pasco County, Florida, as follows:

(a) High School Parcel. Seller shall sell and the School District shall purchase that certain parcel depicted on Exhibit "A" hereto as the "High School Parcel" and which is preliminarily described on Exhibit "B" hereto, containing approximately 59.12 gross acres, of which approximately 50.69 acres are uplands (net of jurisdictional wetlands). The precise legal description for the High School Parcel shall be provided to the parties by survey pursuant to paragraph 5 below, which survey legal description shall be used for the deed and title policy for the High School Parcel. Simultaneous with the conveyance of the High School Parcel to Buyer, Seller also shall convey the Access Parcel depicted on Exhibit A hereto and described on Exhibit "E" hereto, to Buyer, for no additional consideration, which conveyance shall be subject to Seller's retained easement rights and Buyer's construction obligations pursuant to paragraphs 14(c)iii, below. Buyer may subsequently dedicate such Access Parcel to Pasco County Florida, as public right-of-way, or may dedicate same to the Community Development District for Wiregrass Ranch.

(b) Middle School Parcel. Seller shall sell and the School District shall purchase that certain parcel depicted on Exhibit "A" hereto as the "Middle School Parcel" and which is preliminarily described on Exhibit "C" hereto, containing approximately 29.192 gross acres, of which approximately 27.30 acres are upland (net of jurisdictional wetlands). The precise legal description for the Middle School Parcel shall be provided to the parties by survey pursuant to paragraph 5 below, which survey legal description shall be used for the deed and title policy for the Middle School Parcel.

(c) Drainage/Mitigation Parcel. Simultaneously with the Initial Closing (as described in paragraph 8, below), and for no additional consideration beyond the Purchase Price for the High School Parcel and the Middle School Parcel (as set forth in paragraph 2, below), Seller shall convey to Buyer that certain Drainage/Mitigation Parcel depicted on Exhibit "A" hereto and described on Exhibit "D" hereto, containing 38.30 gross acres, more or less; provided, however, that the conveyance of the Drainage/Mitigation Parcel shall be subject to the following easements, covenants and restrictions: (i) Seller shall retain a permanent exclusive easement over, under, and across the Drainage/Mitigation Parcel for purposes of drainage retention, detention, and/or conveyance of stormwater, excavation of borrow pits for fill dirt material, flood plain compensation and/or mitigation, upland habitat preservation and/or mitigation, and wetland or other environmental mitigation, including, without limitation, ingress-egress rights for initial excavation, construction or creation, and for maintenance of any facilities, mitigation areas, or other such use therein; and (ii) Buyer's utilization of said Drainage/Mitigation Parcel shall be

limited to (x) construction and use of a secondary access roadway as generally depicted on Exhibit "A" hereto, not to exceed 60 feet in width (inclusive of pavement, slopes, sidewalks, drainage, etc.), (y) construction of a landscape, fence, wall or other buffer area along the southern boundary of said Drainage/Mitigation Parcel, and (z) passive educational uses not inconsistent or incompatible with Seller's retained easement rights as set forth in (i) above. It is expressly understood and agreed that Seller's easement rights hereunder may include creation and maintenance of a master drainage and/or environmental mitigation bank for the Wiregrass Ranch project. The permitting, construction and maintenance of the secondary access roadway, any buffer area, and any education use pursuant to (ii), above, shall be at Buyer's sole cost and expense. In the event the proposed location of the secondary access road is not practical due to environmental permitting constraints, Seller and Buyer shall cooperate in good faith to locate a suitable secondary access roadway location for Buyer.

(d) Elementary School Parcels. In addition to the High School Parcel, the Middle School Parcel, and the Drainage/Mitigation Parcel, Seller has agreed to sell, and Buyer has agreed to buy, three (3) elementary school parcels within the Wiregrass Ranch master planned project (collectively the "Elementary School Parcels"). The precise location of each Elementary School Parcel is not yet determined by the parties, but shall be determined during the planning and approval process for Wiregrass Ranch, based upon the following criteria: (i) each Elementary School Parcel shall contain approximately fifteen (15) upland acres, net of jurisdictional wetlands; (ii) each Elementary School Parcel shall be accessed via a local roadway or street, rather than S.R. 56, Porter Boulevard, or Chancey Road, if feasible; and (iii) Seller and Buyer mutually shall cooperate in good faith to locate one such elementary school site north of Chancey Road, one site between Chancey Road and S.R. 56, and one site south of S.R. 56, within the Wiregrass Ranch project, subject to planning, permitting and approval requirements, and project development design criteria for Wiregrass Ranch. The precise location and survey legal description for each Elementary School Parcel shall be provided pursuant to paragraph 5, below, within two hundred seventy (270) days after the Effective Date of this Agreement, or sooner with the mutual approval of Seller and Buyer as to any such parcel. Once procured, the survey legal description shall be utilized for the deed and title policy for each Elementary School Parcel.

(e) Option Parcel. In addition to the High School Parcel, Middle School Parcel, and three (3) Elementary School Parcels to be purchase by Buyer hereunder, Seller also has agreed to provide Buyer with an option to purchase a fourth (4th) elementary school parcel within Wiregrass Ranch (the "Option Parcel"), which may be exercised by Buyer and closed upon at any time within five (5) years after the Initial Closing (as defined below) for the High School Parcel and the Middle School Parcel, on the following terms and conditions: (i) the Option Parcel shall contain approximately fifteen (15) upland acres, net of jurisdictional wetlands; (ii) the Option Parcel site shall be mutually selected by Buyer and Seller, subject to the locational criteria set forth above for the Elementary School Parcels, and (iii) the Purchase Price for the Option Parcel shall be the same per acre rate as set forth herein for the High School Parcel, Middle School Parcel, and three (3) Elementary School Parcels to be purchased by Buyer hereunder.

The deed for each parcel shall contain restrictions limiting the use of the parcel to schools, public arts, education, and/or recreational purposes.

2. Purchase Price. Seller and Buyer agree that the Purchase Price for all of the purchase parcels hereunder (excluding the Drainage/Mitigation Parcel and the Access Parcel), including the High School Parcel, Middle School Parcel, three (3) Elementary School Parcels, and Option Parcel (if exercised by Buyer), shall be calculated at the rate of Fifty Thousand Dollars ($50,000.00) per upland acre, net of jurisdictional wetlands (except as provided in paragraph 2(b), below). The Purchase Price shall be paid in cash at Closing for each of the respective parcels, by cashier's check, wire transfer, or official School District check, after adjustment for closing costs and prorations, if any, as provided for herein. With respect to the acreage for each parcel, the Purchase Price shall be calculated as follows:

(a) Survey Acreage. The Wiregrass Ranch project surveyor, King Engineering Associates, Inc., Tampa, Florida, shall prepare the certified survey for each parcel pursuant to the criteria set forth in this Agreement. The survey shall include a calculation of the gross upland acres, net of jurisdictional wetlands, calculated to the nearest one-hundredth (.01) acre. The gross upland acreage shall include any private access roadway (other than the Access Parcel) provided for such parcel to connect to a public right-of-way within Wiregrass Ranch, as well as any interior, isolated wetland jurisdictional area within the parcel that is to be mitigated for by Buyer within the Drainage/Mitigation Parcel or on other land provided by Seller, pursuant to paragraph 2(b), below. Buyer shall not be required to pay for wetland acreage that is not to be impacted and mitigated for by Buyer.

(b) Mitigation for Wetland Impacts. In the event the High School Parcel or the Middle School Parcel contain one or more interior, isolated jurisdictional wetlands which Buyer desires to impact and mitigate for incident to its site development of such parcel, then such on-site wetland impact area shall be treated as "upland area" for purposes of calculating the Purchase Price for said parcel; provided, however, that Seller then shall provide to Buyer up to three (3) acres of off-site mitigation land for each such interior, on-site acre to be impacted, at no additional land cost to Buyer. The location of such off-site mitigation area shall be determined by Seller in accordance with the Wiregrass Ranch master plan and the requirements of all agencies having jurisdiction thereover, and may be within the Drainage/Mitigation Parcel. The cost of constructing and planting all such off-site mitigation areas desired by Buyer shall be paid for by Buyer, including the cost of permitting with respect thereto. Buyer shall engage King Engineering Associates, Inc., to perform all environmental permitting for such impacts and mitigation.

(c) Any survey prepared hereunder for any parcel shall be subject to revision to reflect any relocation of nearby or adjacent public roadways, or private roadways, or drainage or other utilities, or other requirements for adjacent development parcels including governmental approval or project design or permitting requirements, in Seller's reasonable discretion, provided that the net upland acreage for the High School Parcel shall remain not less than fifty (50) acres, for the Middle School Parcel not less than twenty-five (25) acres, and for each of the Elementary

School Parcels and the Option Parcel not less than fifteen (15) acres, in a configuration acceptable to Buyer for use as an educational facility.

In any event, based upon the foregoing minimum upland acres to be contained within each Parcel, and the Buyer's current wetland impact/mitigation plans, the minimum Purchase Price shall be as follows:

High School Parcel: 51.47 acres (50.69 upland acres plus 0.78 planned wetland acres impact @ $50,000.00 = $2,593,500.00

Middle School Parcel: 27.30 upland acres (no planned wetland impact) @ $50,000.00 = $ 1,365,000.00

Elementary School Parcel: 15 acres uplands @ $50,000 = $ 750,000.00 (minimum for each site)

3. Deed(s). Seller shall convey fee simple title to each Parcel to Buyer by statutory warranty deed free and clear of all liens and encumbrances except real estate taxes, assessments, if any, for the then current year, zoning, land use and all other requirements and restrictions of governmental authorities, and easements and restrictions of record, if any, which do not preclude the use of the Parcel as a school site.

4. Title Insurance. Seller, at Seller's expense, agrees to deliver to Buyer written title insurance commitments issued by Tew, Barnes & Atkinson, L.L.P., Clearwater, Florida, as agent for Chicago Title Insurance Company binding that company to insure title to each of the Parcels by its A.L.T.A. Form B, Owner's Title Insurance Policy, upon recording of the respective deeds for the parcels. Each title insurance commitment shall be provided within thirty (30) days after a legal description is available for each Parcel, and shall be revised and updated upon receipt of the actual survey for each Parcel. Buyer may object if the commitment is not consistent with paragraph 3, above. Such policies, when issued, shall be subject only to those matters set forth in paragraph 3 of this Agreement. The title policies shall be in the full amount of the respective Purchase Price for each Parcel.

5. Survey. Within thirty (30) days after the Effective Date hereof (defined below), King Engineering Associates, Inc., at Buyer's expense, shall prepare a boundary survey of the High School Parcel, the Middle School Parcel, the Access Parcel, and the Drainage/Mitigation Parcel, respectively, pursuant to paragraph 2, above, and which legal description shall be used for the title commitments, title policies, and deeds. With respect to the Elementary School Parcels and the Option Parcel, the survey shall be provided by King Engineering Associates, Inc., at Buyer's expense, within thirty (30) days after Seller and Buyer mutually agree on the location and configuration of each such Parcel, as required herein; provided, however, that in any event such survey shall be provided not less than sixty (60) days prior to Closing on each such Parcel.

6. Closing Costs. The closing costs for each Parcel shall be paid by the parties as follows:

(a) Buyer shall pay for the cost of the surveys, and documentary stamps due on the deed(s), if any.

(b) Seller shall pay the cost of title search expenses and title premiums, recording the deeds, and for any corrective instruments related to title matters.

(c) Real estate taxes for the then current year shall be prorated as of the Closing Date and paid by Seller at Closing, through said date.

7. Parcels to be Sold "As Is". Buyer shall have no recourse against Seller with respect to any matter regarding the Parcels (other than the warranties contained in the warranty deed to be delivered at closing), and Seller makes no other warranty or representation (implied or otherwise) with respect to the Property or this transaction. Without limiting the generality of the foregoing, Buyer acknowledges that it has conducted and will continue to conduct, prior to closing, its own due diligence investigation of each Parcel to determine its suitability for Buyer's intended use. This paragraph 7 shall survive the closing of all the transactions contemplated herein.

8. Closing Date. Closing shall take place at the offices of Tew, Barnes & Atkinson, L.L.P., Clearwater, Florida, in accordance with the following schedule, as to each parcel:

Initial Closing: High School Parcel Closing and Middle School Parcel Closing, together with the Access Parcel and Drainage/Mitigation Parcel, shall occur within forty-five (45) days after the Effective Date of this Agreement;

Second Closing: One (1) Elementary School Parcel Closing shall occur within one (1) year after the Initial Closing;

Third Closing: One (1) Elementary School Parcel Closing shall occur within two (2) years after the Initial Closing;

Fourth Closing: One (1) Elementary School Parcel Closing shall occur within three (3) years after the Initial Closing;

Option Closing: The Option Parcel Closing shall occur, if such option is exercised by Buyer, within five (5) years after the Initial Closing (defined above).

9. Default. In the event that either party should fail to consummate the transaction contemplated herein for any reason, except the other party's default, the sole and exclusive remedy hereunder shall be the right to sue for specific performance of this Agreement. No party shall be liable to any other party for any monetary damages in any event.

10. Brokerage. Each party warrants and represents to the other that no broker is involved in this transaction. Each party further agrees to indemnify and hold harmless the other party from and against any and all claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation, arising from the acts of the indemnifying party in conjunction with this Agreement or the transactions

contemplated herein. This paragraph 10 shall survive the closing of the transactions contemplated herein.

11. Notices. Any notice required to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by U.S. certified mail, postage prepaid, return receipt requested, or overnight delivery service. Such written notice shall be addressed as follows:

As to Seller: Wiregrass Ranch, Inc.
Attn: Don Porter
2528 Highway 581
Wesley Chapel, FL 33543

With a Copy to: Joel R. Tew, Esquire
Tew, Barnes & Atkinson, L.L.P.
2655 McCormick Drive
Clearwater, FL 33759

As to Buyer: Pasco County School District
Attn: Dr. John Long, School Superintendent
7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34639

With a Copy to: Dennis Alfonso, Esquire
P.O. Box 4
Dade City, FL 33526-0004

Either party may, by subsequent written notice, designate a different address or parties for receiving notice.

12. Assignment. This Agreement may not be assigned by Buyer without the express written consent of Seller, which consent shall be in Seller's sole and absolute discretion.

13. Attorney's Fees. In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorney's fees and court costs, such attorneys' fees to include those incurred on any appeal. The provisions of this paragraph 13 shall survive the closings of the transactions contemplated in this Agreement.

14. Special Provisions. This Agreement shall be conditioned upon the following, additional covenants and obligations between and among the parties, which shall survive each Closing:

(a) At each Closing, Buyer will execute IRS Form 8283 for each parcel, acknowledging the fair market value of each respective parcel, for bargain-sell charitable contribution purposes in favor of Seller, if requested by Seller and supported by MAI appraisal.

(b) As reflected on Exhibit "A," access to both the High School Parcel and the Middle School Parcel is to be provided via the extension of new S.R. 56 eastward from C.R. 581 (Bruce B. Downs Blvd.), and then via the extension of new Porter Boulevard southward from new S.R. 56, to connect with existing Mansfield Road to the south of Wiregrass Ranch. In consideration for the Purchase Price for the High School Parcel and the Middle School Parcel, Seller shall cause its Designated Developer within the Wiregrass Ranch project, Pulte Home Corporation, or the Community Development District, to design and construct such portion of S.R. 56 Extension from C.R. 581 to Porter Blvd., and the Porter Blvd. southern extension to Mansfield Road, adjacent to the High School Parcel access road and the Middle School Parcel frontage, as generally depicted on Exhibit "A" hereto, together with sanitary sewer and potable water transmission lines having sufficient design capacity for both school sites, within the right-of-way for said public roadways (collectively the "Road and Utility Connection." The Road and Utility Connection shall be completed by Seller's Designated Developer or the CDD on or before June 30, 2006, subject to Acts of God, force majeure, and design/permitting/construction approvals, requirements and conditions of governmental entities having jurisdiction, or other such third-party events or acts not within the reasonable control of Seller or its Designated Developer or the CDD.

(c) The Buyer acknowledges that the Property is only a portion of Wiregrass Ranch, which is owned, and which is undergoing initial planning for future development by one or more developers who are or will be contract purchasers for land within Wiregrass Ranch. Incident to the future planning, zoning entitlement, and/or development of Wiregrass Ranch, Buyer covenants and agrees as follows:

i. The various school parcels covered by this Agreement shall be excluded by Seller from any initial Application for Development Approval for any Development of Regional Impact, and Buyer shall independently own, plan, and develop its school parcels, including provision for mitigation of any of its impacts, if legally required in accordance with applicable Florida law. Seller and its Designated Developer do not assume any responsibility for mitigation of impacts with respect to Buyer's development of any of the parcels, except for the commitment of Seller for the Road and Utility Connection pursuant to 14(b) above, and the provision of off-site land for potential wetland mitigation by Buyer, pursuant to paragraph 2(b) above. Upon request, Buyer shall provide Seller, its Designated Developer, and other governmental agencies having DRI-related jurisdiction with written confirmation that the provision of the school parcels covered by this Agreement is expected to fully mitigate the DRI-related school impacts for the Wiregrass Ranch project, through complete buildout of the project. In the event Seller or its Designated Developer are lawfully required to include the school parcels in any ADA for the project, the School District will negotiate its impact mitigation directly with the agencies having jurisdiction thereof (if lawfully required), and shall indemnify Seller and its Designated Developer against such additional impacts, if any.

ii. The School District agrees to cause its design architect for each of the Parcels to retain King Engineering Associates, Inc., or other engineering firm designated by Seller, as a consultant to coordinate the master drainage plan, master wetland/floodplain mitigation plan, and master transportation access plan for the parcels with the master plan for

Wiregrass Ranch, to achieve maximum public benefit from efficiency in land use and operations and to avoid inconsistency in design engineering and construction.

iii. The ultimate road design upon buildout of Wiregrass Ranch contemplates a minimum of four lanes for S.R. 56, and four lanes for the extension of Porter Blvd. south from S.R. 56, through the access road entrance to the High School Parcel, as generally depicted on Exhibit "A" hereto (with only two lanes for Porter Blvd. continuing south of the High School access to existing Mansfield Road). With respect to the intersection of the High School Parcel access road with Porter Blvd., the Buyer agrees as follows:

(x) Buyer shall engage King Engineering Associates, Inc., or other road engineering consultant designated by Seller, to design and permit the Access Parcel road from the High School Parcel to Porter Blvd., as a four-lane divided and landscaped urban section, and to procure County and/or FDOT permits, as applicable, for the signalization of the High School Access Parcel road intersection with Porter Blvd., at the earliest possible date, as an additional Purchase Price amount for the High School Parcel.

(y) Buyer shall construct the Access Parcel road from the High School Parcel to Porter Blvd., as designed above, at Buyer's expense, and shall provide Seller, its successors and assigns, with non-exclusive access and utility easement rights over the access road for the adjoining parcels fronting on the access road (with full median access), as generally depicted on Exhibit "A." An easement shall be retained by Seller at Closing pursuant to this requirement.

(z) Buyer shall pay, as an additional Purchase Price amount for the High School Parcel, the cost of installation of the traffic signalization for the intersection of the High School Parcel access road at Porter Blvd., up to a maximum additional purchase price of $125,000.00 for such signalization cost, as certified by King Engineering Associates, Inc., or other project engineer designated by Seller. The balance of any such cost shall be paid by Seller or its Designated Developer or CDD.

iv. Incident to the future land use, zoning, or development use of Wiregrass Ranch, the School District agrees not to object to any future zoning or license request by Seller, any future developer or property owner within Wiregrass Ranch, on any adjacent parcel or other area within Wiregrass Ranch, including, without limitation, any application for AB "wet zoning" variances, licenses, permits, or other approvals.

~~v. By separate resolution of its governing board, the School District shall designate the high school to be constructed within the High School Parcel as "Wiregrass High School," in recognition/memory of James H. "Wiregrass" Porter.~~

vi. The Buyer acknowledges that all Parcels under this Agreement are within a proposed high quality, master-planned community, adjacent to future residential, office, retail and other public uses. Therefore, Buyer agrees that the final site plan for each parcel, and

the architectural design and quality of the improvements to be constructed thereon (i.e., exterior façade, style, and color scheme), shall be subject to the prior review and comment and approval of Seller, which approval shall not be unreasonably withheld. Without limiting the foregoing, Buyer agrees to utilize split-face block or better construction materials for the principal buildings within the High School and Middle School Parcels, and to use directional lighting wherever feasible for parking and recreational facilities, to minimize unnecessary impacts on adjoining properties. Buyer also agrees to participate in a master signage plan and master landscape plan along all frontage areas in cooperation with Seller's Designated Developer.

vii. The School District agrees to cooperate, to the extent financially feasible, with Seller or its Designated Developer with respect to a joint community college facility/program in conjunction with the high school campus, and/or a public-private partnership to create a public auditorium/fine arts/performing arts center for the community.

15. Effective Date; Due Diligence Period. This Agreement shall become legally effective upon the date it is accepted and approved by the Buyer's governing board, and executed by its Chairman (the "Effective Date"), notwithstanding earlier execution hereof by the Seller. From and after the Effective Date, Buyer shall have thirty (30) days within which to conduct its due diligence with respect to the Parcels which are subject to this Agreement, including any environmental analysis, flood plain analysis, appraisal analysis, Comprehensive Plan consistency approval, or other matter whatever deemed necessary by Buyer. Buyer shall notify Seller and its project engineer, King Engineering Associates, Inc., prior to access upon any of the Parcels by Buyer or any third party consultants, and shall indemnify Seller and hold it harmless from any property damage, personal injury, or other loss or casualty incurred by reason of Buyer or its consultants in connection with such entry and/or inspection. Unless Buyer terminates this Agreement on or before the 30th day (i.e., prior to expiration of the "Due Diligence" period), this Agreement shall be binding upon both Seller and Buyer, in accordance with its terms.

16. Miscellaneous. This Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the parties, and no representation, warranty, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may be modified only by an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns (where assignment is permitted). This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Time is of the essence of this Agreement. Headings to paragraphs used in this Agreement have been provided for convenience only and shall not affect the interpretation hereof. Whenever used herein, the singular form shall include the plural and vice versa, and the use of any gender shall include all genders, as appropriate. **This Agreement shall be null and void if not accepted by the governing body of Buyer on or before March 15, 2004** 16

17. Radon Gas. Buyer acknowledges that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from the county public health unit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

"SELLER"

Wiregrass Ranch, Inc.

WITNESSES:

By: _____
Thomas M. Porter
Title: Vice President

As to Seller

Date: 3/02/04

"BUYER"

School District of Pasco County, Florida
through its School Board

By: _____

Printed Name: Jean Larkin Weightman
Chairperson

As to Buyer

Date: 3/16/04

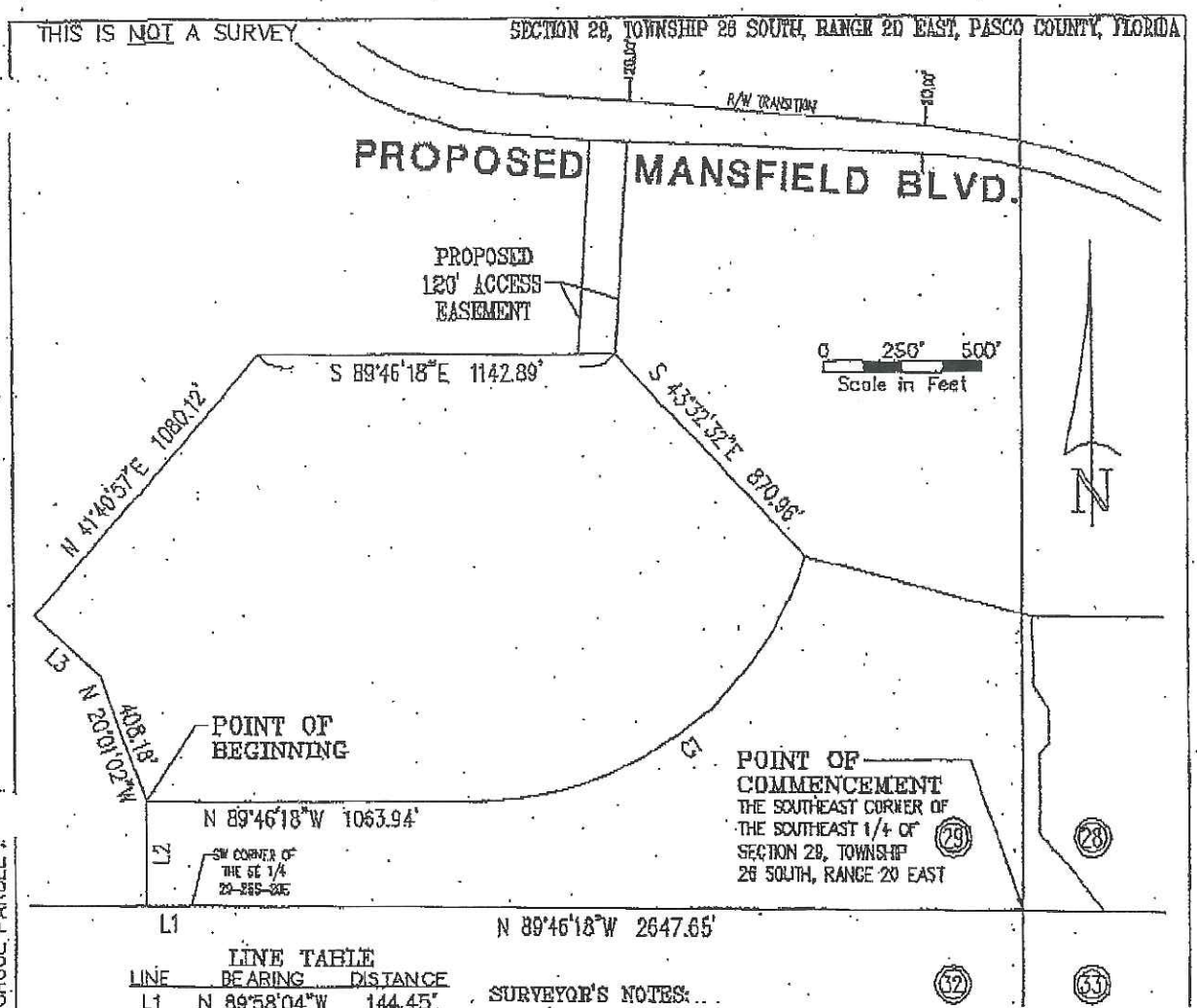
Date: 3/16/04

List of Exhibits

Exhibit A	-	Concept Plan/Educational Complex
Exhibit B	-	High School Parcel Legal Description
Exhibit C	-	Middle School Parcel Legal Description
Exhibit D	-	Drainage/Mitigation Parcel Legal Description
Exhibit E	-	Access Parcel Legal Description

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.06'
L3	N 48°19'03"W	283.03'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC..

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	71°29'55"	1100.00	1372.67	1285.33	791.87	S 54°28'45"W

WIREGRASS RANCH

PROPOSED HIGH SCHOOL PARCEL AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/25/04	R.E.D.	R.H.L.	R.H.L.
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		29	26 SOUTH	20 EAST

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE (813) 880-8881
FAX (813) 880-8882
E-MAIL King@kingengineering.com

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\SL\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL.

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet for a POINT OF BEGINNING; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 1,080.12 feet; thence S.89°46'18"E. a distance of 1,142.89 feet; thence S.43°32'32"E. a distance of 870.96 feet to a point of curvature; thence 1,372.67 feet along the arc of a non-tangent curve to the right, concave Northwesterly, having a radius of 1,100.00 feet, delta 71°29'55", chord bearing and distance S.54°28'45"W., 1,285.33 feet; thence N.89°46'18"W., a distance of 1,063.94 feet to the POINT OF BEGINNING.

Containing 59.174 acres more or less.

WIREGRASS RANCH

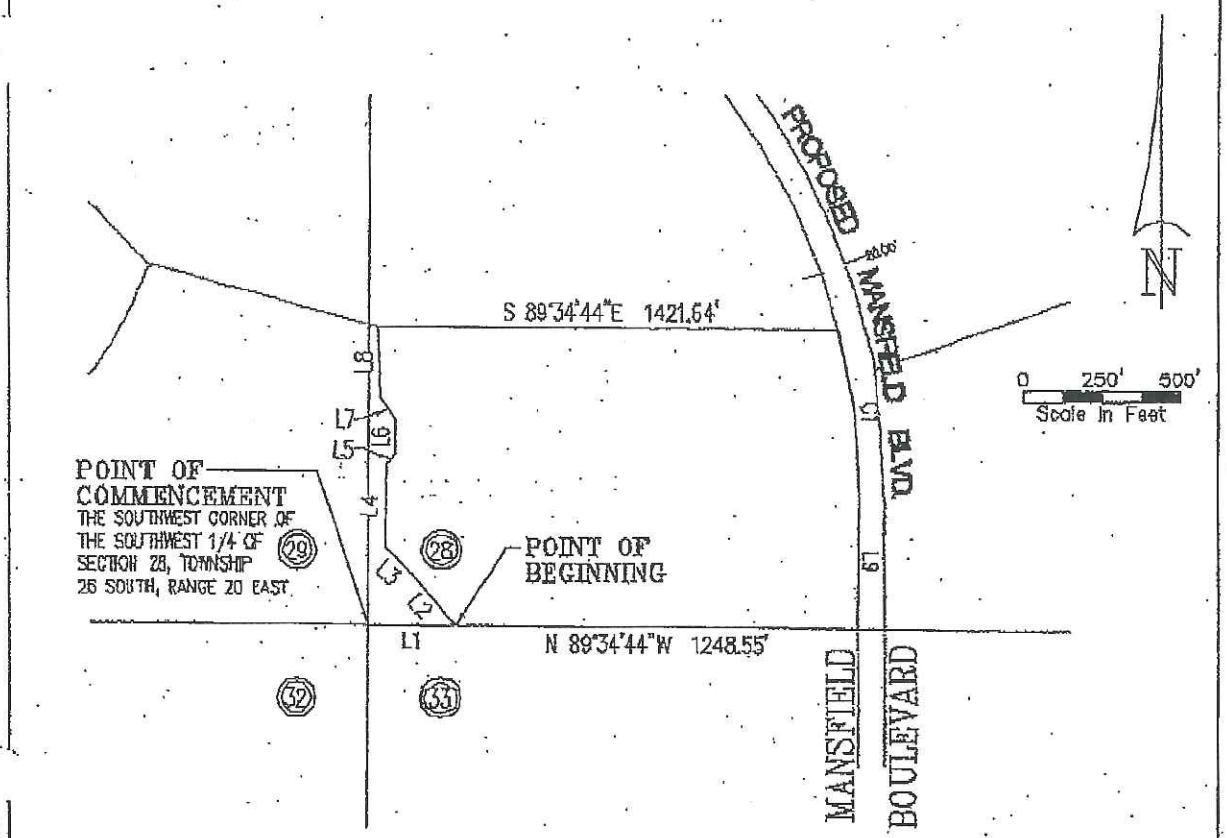
PROPOSED HIGH SCHOOL PARCEL AT WIREGRASS

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

Q:\SU 3108\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL

THIS IS NOT A SURVEY

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°34'44"E	263.85'
L2	N 39°10'55"W	189.87'
L3	N 46°30'18"W	125.95'
L4	N 00°57'59"E	248.15'
L5	N 43°44'49"E	44.38'
L6	N 00°00'00"E	103.15'
L7	N 34°14'03"W	84.30'
L8	N 02°14'18"W	210.69'
L9	S 00°25'16"W	395.38'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC..

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	14°56'41"	1940.00	506.02	504.59	254.45	S 07°03'04"E

WIREGRASS RANCH

PROPOSED MIDDLE SCHOOL PARCEL AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/26/04	R.E.D.	R.H.L.	R.H.L.
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		28	26 SOUTH	20 EAST

King
ENGINEERING ASSOCIATES, INC.
4821 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 - 880 - 8881
FAX 813 - 880 - 8882
E-MAIL [illegible]

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL

THIS IS NOT A SURVEY

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the Southwest 1/4 of Section 28, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence S.89°34'44"E., along the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33, a distance of 263.85 feet to the POINT OF BEGINNING; thence leaving said line, N.39°10'55"W. a distance of 189.87 feet; thence N.46°30'18"W., a distance of 125.95 feet; thence N.00°57'59"E., a distance of 248.15 feet; thence N.43°44'49"E., a distance of 44.38 feet; thence N.00°00'00"E., a distance of 103.15 feet; thence N.34°14'03"W., a distance of 84.30 feet; thence N.02°14'18"W., a distance of 210.69 feet; thence S.89°34'44"E., a distance of 1,421.64 feet to the Westerly right-of-way line of proposed Mansfield Boulevard (an 80' proposed R/W); thence 506.02 feet along the arc of a non-tangent curve to the right, concave Southwesterly, having a radius of 1,940.00 feet, delta 14°56'41", chord bearing and distance S.07°03'04"E., 504.59 feet; thence S.00°25'16"W., a distance of 395.38 feet to the South line of the Southwest 1/4 of said Section 28; thence N.89°34'44"W., along said South line of said Section 28, a distance of 1,248.55 feet to the POINT OF BEGINNING.

Containing 29.192 acres more or less.

WIREGRASS RANCH.

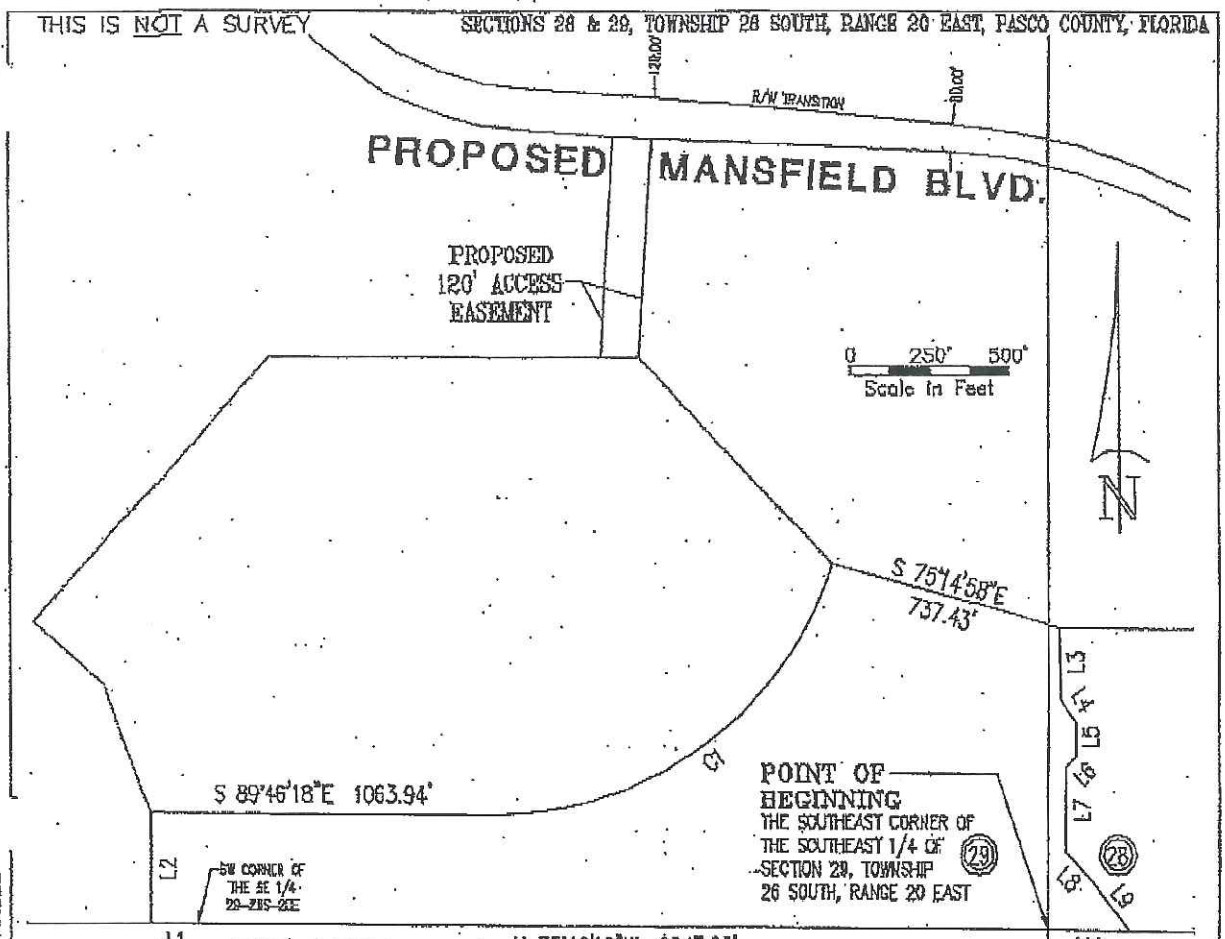
PROPOSED MIDDLE SCHOOL PARCEL AT WIREGRASS

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 500
TAMPA, FLORIDA 33634
PHONE 813-880-8881
FAX 813-880-8882
E-MAIL [illegible]

Q:\S 3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL

THIS IS NOT A SURVEY

SECTIONS 28 & 29, TOWNSHIP 28 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.06'
L3	S 02°14'18"E	210.69'
L4	S 34°14'03"E	84.30'
L5	S 00°00'00"W	103.15'
L6	S 43°44'49"W	44.38'
L7	S 00°57'59"W	248.15'
L8	S 46°30'18"E	125.95'
L9	S 39°10'55"E	189.87'
L10	N 89°34'44"W	263.85'

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	71°29'55"	1100.00	1372.67	1285.33	791.87	N 54°28'45"E

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC.

WIREGRASS RANCH

PROPOSED DRAINAGE/MITIGATION EASEMENT AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/26/04	R.E.D.	R.H.L.	R.H.L.
JOB No. 3109-301-000		SECTION 28 & 29	TOWNSHIP 26 SOUTH	RANGE 20 EAST

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE (813) 880-8881
FAX (813) 880-8882
E-MAIL

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

C:\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL

THIS IS NOT A SURVEY

SECTIONS 28 & 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Sections 28 & 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Beginning at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence S.89°46'18"E., a distance of 1,063.94 feet to a point of curvature; thence 1,372.67 feet along the arc of a tangent curve to the left, concave Northwesterly, having a radius of 1,100.00 feet, delta 71°29'55", chord bearing and distance N.54°28'45"E., 1,285.33 feet; thence S.75°14'58"E., a distance of 737.43 feet; thence S.02°14'18"E., a distance of 210.69 feet; thence S.34°14'03"E., a distance of 84.30 feet; thence S.00°00'00"W., a distance of 103.15 feet; thence S.43°44'49"W., a distance of 44.38 feet; thence S.00°57'59"W., a distance of 248.15 feet; thence S.46°30'18"E., a distance of 126.95 feet; thence S.39°10'55"E. a distance of 189.87 feet to the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33; thence N.89°34'44"W. a distance of 263.85 feet to the POINT OF BEGINNING.

Containing 38.072 acres more or less.

WIREGRASS RANCH

PROPOSED DRAINAGE/MITIGATION EASEMENT AT WIREGRASS

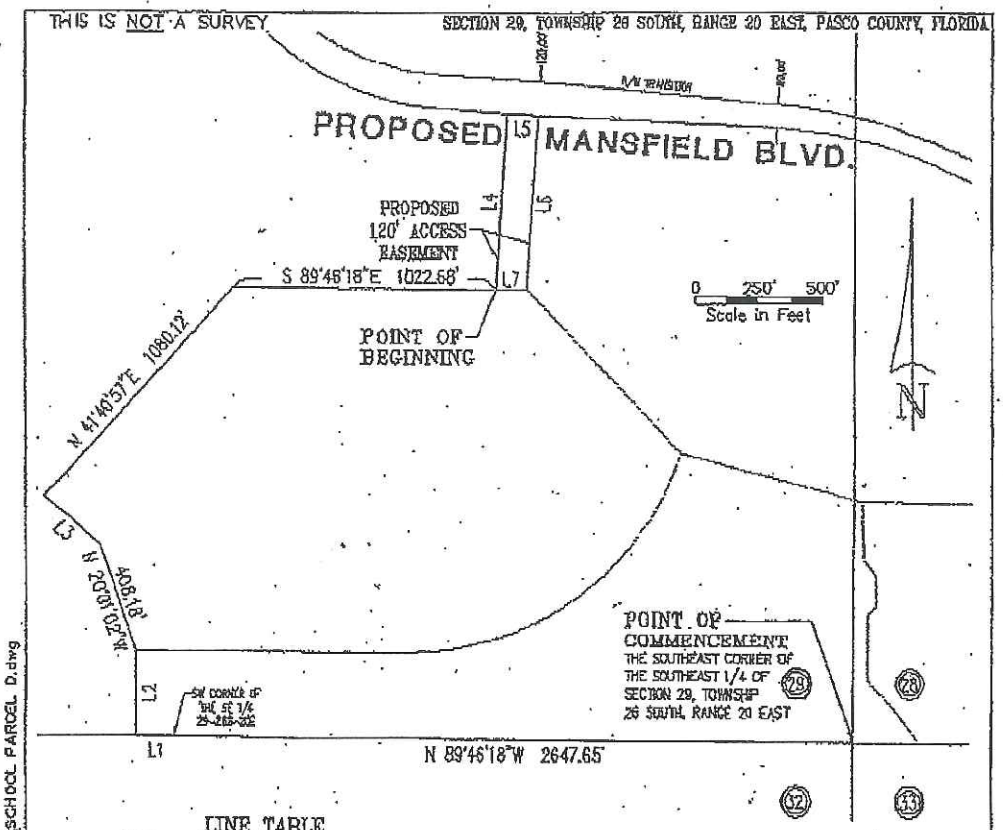
King ENGINEERING ASSOCIATES, INC.

4921 MEMORIAL HIGHWAY
PHONE
TAMPA, FLORIDA 33634
E-Mail

Q:\Survey\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL C.dwg

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.06'
L3	N 48°19'03"W	283.03'
L4	N 03°37'04"E	667.74'
L5	S 86°22'56"E	120.00'
L6	S 03°37'04"W	660.63'
L7	N 89°46'18"W	120.21'

SURVEYOR'S NOTES:
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC.

WIREGRASS RANCH

PROPOSED HIGH SCHOOL 120' ACCESS EASEMENT

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/23/04	R.E.D.	R.H.L.	R.H.L
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		29	26 SOUTH	20 EAST

King
ENGINEERING ASSOCIATES, INC.

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

C:\Survey\3100\301\SKTLEGALS\Post-Boundary-Survey\SCHOOL PARCEL D.dwg

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 1,080.12 feet; thence S.89°46'18"E. a distance of 1,022.68 feet for a POINT OF BEGINNING; thence N.03°37'04"E., a distance of 667.74 feet to the intersection of the proposed southerly right-of-way line of Mansfield Boulevard (120' R/W); thence S.86°22'56"E., along said right-of-way a distance of 120.00 feet; thence leaving said right-of-way S.03°37'04"W., a distance of 660.65 feet; thence N.89°46'18"W., a distance of 120.21 feet to the POINT OF BEGINNING.

Containing 1.830 acres more or less.

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WIREGRASS RANCH

PROPOSED HIGH SCHOOL 120' ACCESS EASEMENT

King
ENGINEERING ASSOCIATES, INC.

Sheet 2 of 2

EXHIBIT O

WIREGRASS RANCH DRI NO. 260

AGREEMENT WITH FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS DATED OCTOBER 8, 2004*

***INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND DEVELOPMENT DEPARTMENT**

EXHIBIT P

WIREGRASS RANCH DRI NO. 260

ENVIRONMENTAL MANAGEMENT PLAN*

***INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND GROWTH MANAGEMENT DEPARTMENT**

EXHIBIT Q

WIREGRASS RANCH DRI NO. 260

ASSIGNMENT OF ENTITLEMENTS

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

1. Assignment of Wiregrass DRI Entitlements dated 01/29/2008 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc.
   Assignee: Goodforest LLC
   DRI Entitlements: 233,601 square feet of retail entitlements
   Parcel: Parcel C5 (the "Mall Expansion Parcel") (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1A

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Wiregrass Ranch, Inc hereby assigns to Goodforest LLC Two Hundred Thirty Three Thousand Six Hundred One (233,601) square feet of retail entitlements pursuant to Phase 1 of the Development of Regional Impact development order issued pursuant to Florida Statute Section 380.06 adopted by Pasco County, Florida, by Resolution No. 07-291, for use on that real property described on Exhibit "A" attached hereto and made a part hereof by reference.

Dated as of the ___ day of _____, 2008.

"Assignor"

Wiregrass Ranch, Inc.
a Florida corporation

By: William H. Porter
Printed Name: William H. Porter
Title: President

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of January, 2008, by William H. Porter as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced Florida Drivers License as identification.

NOTARY PUBLIC-STATE OF Florida
Printed Name: Linda L Bell

My commission expires:

LINDA L. BELL
MY COMMISSION # DD 338689
EXPIRES: September 19, 2008
Bonded Thru Notary Public Underwriters

Draft.001.011608

Exhibit "A"

(insert legal description of Sale Parcel II)

SALE PARCEL II
(a/k/a)
PARCEL C-5

All that portion of Section 30, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of Section 30, Township 26 South, Range 20 East, Pasco County, Florida; thence South 89° 58'40" East, along the South line of the Southwest 1/4 of said Section 30, a distance of 99.24 feet to the Easterly right-of-way line of County Road 581 (Bruce B. Downs Boulevard - a 200 foot right-of-way); thence North 00° 29'34" East, along the Easterly right-of-way line of said County Road 581, a distance of 125.00 feet to the intersection of the Proposed Northerly right-of-way line of State Road 56 (250 foot right-of-way); thence along said Northerly right-of-way line, South 89° 58'40" East, a distance of 222.16 feet to a point of curvature; thence 1,725.70 feet along the arc of a curve to the left, concave Northwesterly, having a radius of 3,255.00 feet, delta 30° 22'35", chord and bearing of North 74° 50'03" East, 1,705.56 feet; thence North 59° 38'45" East, a distance of 1,150.12 feet to the POINT OF BEGINNING; thence leaving said right-of-way line North 61° 39'12" West, a distance of 380.67 feet; thence North 50° 22'10" West, a distance of 651.40 feet; thence North 48°49'28" East, a distance of 1,300.74 feet; thence South 63°21'14" East, a distance of 596.94 feet; thence South 31° 22'45" East, a distance of 681.00 feet to the said Northerly right-of-way line of Proposed State Road 56; thence South 59° 38'45" West, along said right-of-way, a distance of 1,194.19 feet to the POINT OF BEGINNING.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

2. Assignment of Wiregrass DRI Entitlements dated 01/29/2008 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc.
   Assignee: Goodforest LLC
   DRI Entitlements: 647,500 square feet of retail entitlements
   Parcel: As per attached
   Phase: Phase 1B

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Wiregrass Ranch, Inc. hereby assigns to Goodforest LLC Six Hundred Forty Seven Thousand Five Hundred (647,500) square feet of retail entitlements pursuant to Phase 1 of the Development of Regional Impact development order issued pursuant to Florida Statute Section 380.06 adopted by Pasco County, Florida, by Resolution No. 07-291, for use on that real property described on Exhibit "A" attached hereto and made a part hereof by reference.

Dated as of the ___ day of _____, 2008.

"Assignor"

Wiregrass Ranch, Inc.
a Florida corporation

By: William H. Porter
Printed Name: William H. Porter
Title: President

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of January, 2008, by William H. Porter as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced FL DRIVERS LICENSE as identification.

Linda L Bell
NOTARY PUBLIC-STATE OF Florida
Printed Name: Linda L Bell

My commission expires: _____

LINDA L. BELL
MY COMMISSION # DD 338689
EXPIRES: September 19, 2008
Bonded Thru Notary Public Underwriters

Exhibit "A"

(insert legal description of Sale Parcel I)

SALE PARCEL I
(a/k/a)
PARCEL C-6

All that portion of the South 1/2 of Section 30, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of Section 30, Township 26 South, Range 20 East, Pasco County, Florida; thence South 89° 58'40" East, along the South line of the Southwest 1/4 of said Section 30, a distance of 99.24 feet to the Easterly right-of-way line of County Road 581 (Bruce B. Downs Boulevard - a 200 foot right-of-way); thence North 00° 29' 34" East, along the Easterly right-of-way line of said County Road 581, a distance of 125.00 feet to the intersection of the Proposed Northerly right-of-way line of State Road 56; thence South 89° 58'40" East, along said right-of-way line, a distance of 222.16 feet to a point of curvature; thence 1,121.46 feet along the arc of a curve to the left, concave North, having a radius of 3,255.00 feet, delta 19° 44'26" and a chord bearing and distance of North 80° 09'07" East, 1,115.92 feet to the POINT OF BEGINNING; thence leaving said right-of-way line, North 00° 29'39" East, a distance of 1,460.87 feet; thence North 72° 01'12" East, a distance of 275.31 feet; thence North 82° 05'43" East, a distance of 252.03 feet; thence South 50° 22'10" East, a distance of 882.94 feet; thence South 61° 39'12" East, a distance of 380.67 feet to the Proposed Northerly right-of-way line of State Road 56; thence South 59° 38'45" West, along said right-of-way line, a distance of 1,150.12 feet to a point of curvature; thence 604.24 feet along the arc of a curve to the right, concave North, having a radius of 3,255.00 feet, delta 10° 38'10", and a chord bearing and distance of South 64° 57'50" West, 603.37 feet to the POINT OF BEGINNING.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

3. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch LLC
   Assignee: Goodforest LLC
   DRI Entitlements: 172,500 square feet of retail entitlements
   Parcel: As per attached
   Phase: Phase 1B

2010125587

Rcpt:1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 776

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

SR 56 Commercial Parcel, a portion of Parcel C6

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September __, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to GOODFOREST LLC, a Florida limited liability company, maintaining a principal place of business of 50 Public Square, Suite 1100, Cleveland, Ohio 44113 ("Goodforest") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 172,500 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as the "SR 56 Commercial Parcel", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to the SR 56 Commercial Parcel, including, but not limited to, the Development Rights Agreement dated January 30, 2008 and recorded in Book 7751, Page 952 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter

Print: William H. Porter

Title: President

Date: 9/1/10

Witness:

Printed Name: SCOTT SHERIDAN

Witness:

Printed Name: WILLIAM W. MERRELL III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is □ personally known to me, or ☒ produced FL DL P636-928-52-453-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By:

Print: David J. Evans

Title: Manager

Date: Sept 1, 2010

Witness:

Printed Name: SCOTT SHERIDAN

Witness:

Printed Name: WILLIAM W. MERRELL III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is □ personally known to me, or ☒ produced FL DL E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SR 56 COMMERCIAL PARCEL, A PORTION OF PARCEL C6

ALL THAT PORTION OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 3 AND 4, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S89°58'40"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD – A 200' R/W); THENCE N00°29'34"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 125.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N00°29'34"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1010.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N72°15'04"E, A DISTANCE OF 85.00 FEET; THENCE S50°28'38"E, A DISTANCE OF 75.00 FEET; THENCE N59°10'51"E, A DISTANCE OF 535.00 FEET; THENCE N84°26'10"E, A DISTANCE OF 210.00 FEET; THENCE N62°14'03"E, A DISTANCE OF 43.47 FEET; THENCE N44°47'06"E, A DISTANCE OF 61.21 FEET; THENCE N56°28'07"E, A DISTANCE OF 87.31 FEET; THENCE N61°57'11"E, A DISTANCE OF 39.49 FEET; THENCE N44°20'16"E, A DISTANCE OF 48.69 FEET; THENCE N52°42'43"E, A DISTANCE OF 62.69 FEET; THENCE N47°35'43" E, A DISTANCE OF 54.48 FEET; THENCE N85°30'57"E, A DISTANCE OF 79.15 FEET; THENCE S82°54'03"E, A DISTANCE OF 53.61 FEET; THENCE N78°01'35"E, A DISTANCE OF 39.60 FEET; THENCE N64°21'53"E, A DISTANCE OF 36.83 FEET; THENCE S00°29'39"W, A DISTANCE OF 1355.62 FEET TO THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 56; THENCE ALONG SAID RIGHT-OF-WAY 1121.46 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3255.00 FEET, DELTA 19°44'26"; CHORD AND BEARING OF S80°09'07"W, 1115.92 FEET; THENCE N89°58'40"W, A DISTANCE OF 222.16 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 36.712 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

4. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: Wal-Mart Stores East, LP
   DRI Entitlements: 217,522 square feet of retail entitlements
   Parcel: Portion of Parcel C2 (the "Wal-Mart Parcel") (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1B

2010125588

Rcpt:1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 780

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Wal-Mart Parcel, a portion of Parcel C2

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to WAL-MART STORES EAST, LP, a Delaware limited partnership authorized to transact business in Florida, maintaining a principal place of business of 702 S.W. 8th Street, Bentonville, Arkansas 72716-0555 ("Wal-Mart") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 217,522 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as the "Wal-Mart Parcel", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to the Wal-Mart Parcel.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter

Print: William H. Porter

Title: President

Date: 9/1/2010

Witness: Scott Sheridan

Printed Name: Scott Sheridan

Witness: William W. Merrill III

Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By: _____

Print: David J. Evans

Title: Manager

Date: Sept. 1, 2010

Witness: Scott Sheridan

Printed Name: Scott Sheridan

Witness: William W. Merrill III

Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF THE WAL-MART PARCEL, A PORTION OF PARCEL C2

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 388.14 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE S.18°18'45"E., A DISTANCE OF 925.00 FEET; THENCE S.18°18'45"E., A DISTANCE OF 432.95 FEET; THENCE S.71°41'15"W., A DISTANCE OF 259.57 FEET; THENCE S.17°43'05"E., A DISTANCE OF 39.89 FEET; THENCE S 67°19'14" W., A DISTANCE OF 293.50 FEET; THENCE N 62°05'36" W., A DISTANCE OF 146.12 FEET; THENCE N.33°50'30"W., A DISTANCE OF 404.45 FEET; THENCE S 71°41'15" W., A DISTANCE OF 17.62 FEET; THENCE N 84°15'19" W., A DISTANCE OF 87.81 FEET; THENCE S 70°32'35" W., A DISTANCE OF 74.02 FEET; THENCE S 50°09'28" W., A DISTANCE OF 42.27 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE; THENCE 172.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET, DELTA 17°55'20", CHORD AND BEARING OF N.84°19'34"W, 171.34 FEET; THENCE N.75°21'54"W., A DISTANCE OF 137.96 FEET; THENCE N.14°38'06"E., A DISTANCE OF 372.03 FEET; THENCE N.14°38'06"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 207.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 50.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 245.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 256.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.016 ACRES, MORE OR LESS

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

5. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: First Chapel Associates, LP
   DRI Entitlements: 9,978 square feet of retail entitlements
   Parcel: Portion of Parcel C2 (the "SR 54 Outparcels") (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1B

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

2010125589

Rcpt:1323704 Rec: 52.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 6
OR BK 8410 PG 784

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

SR 54 Outparcels, a portion of Parcel C2

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to FIRST CHAPEL ASSOCIATES LP, a Delaware limited partnership authorized to transact business in Florida, maintaining a principal place of business of 777 South Flagler Drive, Suite 1101-E, West Palm Beach, Florida 33401 ("First Chapel") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 9,978 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as "SR 54 Outparcels", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to SR 54 Outparcels, including, but not limited to, the Development Rights Agreement dated January 30, 2008 and recorded in Book 7751, Page 952 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter
Print: William H. Porter
Title: President
Date: 9/1/2010

Witness: Scott Sheridan
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By: DJE
Print: David J. Evans
Title: Manager
Date: Sep. 1, 2010

Witness: Scott Sheridan
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF SR 54 OUTPARCELS, A PORTION OF PARCEL C2

PARCEL DESCRIPTION: WALMART OUTLOT "A" - LESS SIGN PARCEL

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 132.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, N 71°41'15" E., A DISTANCE OF 256.00 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., A DISTANCE OF 300.00 FEET; THENCE SOUTH 71 DEGREES 41 MINUTES 15 SECONDS WEST, A DISTANCE OF 254.00 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 215.64 FEET; THENCE NORTH 71 DEGREES 36 MINUTES 39 SECONDS EAST, A DISTANCE OF 10.36 FEET; THENCE NORTH 32 DEGREES 43 MINUTES 57 SECONDS EAST, A DISTANCE OF 12.39 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 25.24 FEET; THENCE NORTH 71 DEGREES 33 MINUTES 20 SECONDS EAST, A DISTANCE OF 159.00 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE SOUTH 71 DEGREES 33 MINUTES 20 SECONDS WEST, A DISTANCE OF 180.99 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 49.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.729 ACRES, MORE OR LESS.

PARCEL DESCRIPTION: WALMART OUTLOT "B"

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-

WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 528.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N.71°41'15"E., A DISTANCE OF 225.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 300.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PROPOSED PORTER BOULEVARD; THENCE N.18°18'45"W., ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.550 ACRES, MORE OR LESS

PARCEL DESCRIPTION: WALMART OUTLOT "C"

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 753.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: N.71°41'15"E., A DISTANCE OF 147.33 FEET; (2) N.18°18'45"W., A DISTANCE OF 20.00 FEET; (3) N.71°41'15"E., A DISTANCE OF 77.67 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 320.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET; THENCE N.18°18'45"W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.585 ACRES, MORE OR LESS

PARCEL DESCRIPTION: WALMART OUTLOT "D"

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58

FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 900.47 FEET; (6) THENCE N 18°18'45" W., A DISTANCE OF 20.00 FEET; (7) THENCE N 71°41'15" E., A DISTANCE OF 77.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N.71°41'15"E., A DISTANCE OF 225.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 320.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET; THENCE N.18°18'45"W., A DISTANCE OF 320.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.653 ACRES, MORE OR LESS

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

6. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: Sierra BBD Property, LLC
   DRI Entitlements: 2,000 single family residential dwelling units, of which 1380 units shall be detached single family residential dwelling units and 620 units shall be attached single family residential units (townhouse)
   Parcel: Parcel S1, Parcel S3A, and Parcel C4 (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1B

2010125590

Rcpt:1323704 Rec: 52.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 6
OR BK 8410 PG 790

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Parcel S1, Parcel S3A, and Parcel C4

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to SIERRA BBD PROPERTY, LLC, a Florida limited liability company, maintaining a principal place of business at 509 Guisando de Avila, Suite 200, Tampa, Florida 33613-5253 ("Sierra") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign entitlements consisting of 2,000 single family residential dwelling units, of which 1,380 units shall be detached single family residential dwelling units and 620 units shall be attached single family residential units (townhouse), pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as "Parcel S1", "Parcel S3A", and "Parcel C4", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order and the Entitlement Allocation Agreement dated August 9, 2007 and recorded in Book 7602, Page 629 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter
Print: William H. Porter
Title: President
Date: 9/1/2010

Witness: Scott Sheridan
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By:
Print: David J. Evans
Title: Manager
Date: Sep 1, 2010

Witness:
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL E152-170-49-296 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL S1, PARCEL S3A, AND PARCEL C-4

ALL THAT PORTION OF SECTIONS 17, 18, 19 & 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 2, 3 AND 4, OF SECTION 18 AND BEING A PORTION OF GOVERNMENT LOT 1, OF SECTION 19 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.89°58'40"E., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD - A 200' R/W); THENCE N.00°29'34"E., ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 10,048.57 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N.00°29'34"E., A DISTANCE OF 1,981.41 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.89°56'28"E., A DISTANCE OF 805.09 FEET; THENCE N.10°04'47"E., A DISTANCE OF 498.44 FEET; THENCE N.00°00'00"E., A DISTANCE OF 590.15 FEET; THENCE N.10°55'16"E., A DISTANCE OF 729.50 FEET; THENCE N.81°39'31"E., A DISTANCE OF 498.05 FEET; THENCE N.15°23'12"E., A DISTANCE OF 860.67 FEET; THENCE N.29°39'53"E., A DISTANCE OF 878.90 FEET; THENCE N.90°00'00"E., A DISTANCE OF 1,603.17 FEET; THENCE S.53°48'13"E., A DISTANCE OF 410.19 FEET; THENCE N.55°14'13"E., A DISTANCE OF 348.50 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED PORTER BOULEVARD (140' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. THENCE S.32°00'57"E., A DISTANCE OF 2,411.88 FEET TO A POINT OF CURVATURE; 2. THENCE 805.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,030.00 FEET, DELTA 22°44'38", CHORD AND BEARING S 20°38'38" E., 800.54 FEET; 3. THENCE S.09°16'19"E., A DISTANCE OF 1,197.44 FEET TO A POINT OF CURVATURE; THENCE 529.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 2,030.00 FEET, DELTA 14°56'01", CHORD AND BEARING S 01°48'19"E., 527.60 FEET; 4. THENCE S.05°39'41"W., A DISTANCE OF 1,104.54 FEET TO A POINT OF CURVATURE; 5. THENCE 65.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, DELTA 75°00'00", CHORD AND BEARING S.43°09'41"W., 60.88 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (140' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. THENCE S.80°39'41"W., A DISTANCE OF 1,324.57 FEET TO A POINT OF CURVATURE; 2. THENCE 647.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 8,070.00 FEET, DELTA 04°35'38", CHORD AND BEARING S 78°21'52" W., 646.86 FEET; 3. THENCE S.76°04'04"W., A DISTANCE OF 2,407.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE N.13°55'56"W., A DISTANCE OF 355.04 FEET; THENCE N.47°17'26"W., A DISTANCE OF 1,209.82 FEET; THENCE N.89°30'26"W., A DISTANCE OF 792.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 677.235 ACRES, MORE OR LESS.

AND

THAT PORTION OF SECTIONS 19 AND 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 2, 3 AND 4, OF SECTION 19 AND A PORTION OF GOVERNMENT LOTS 1 & 2, OF SECTION 30 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP
26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE NORTH 00°15'13" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2,642.48 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE NORTH 00°40'56" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2,641.89 FEET TO THE NORTHWEST CORNER OF SAID SECTION 30 AND THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE NORTH 00°31'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,552.85 FEET; THENCE LEAVING SAID LINE NORTH 83°07'00" EAST, A DISTANCE OF 111.56 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD, A 210' RIGHT-OF-WAY, 110' FROM CENTER OF RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1. NORTH 00°29'34" EAST, A DISTANCE OF 835.50 FEET; 2. NORTH 89°30'26" WEST, A DISTANCE OF 10.00 FEET TO A 200' RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (100' FROM CENTER OF RIGHT-OF-WAY); 3. NORTH 00°29'34" EAST, ALONG SAID LINE A DISTANCE OF 766.73 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (A 140' RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: 1. SOUTH 89°30'26" EAST, A DISTANCE OF 4.97 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; 2. NORTHEASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 56.07 FEET, A CENTRAL ANGLE OF 64°14'59", AND A CHORD BEARING AND DISTANCE OF NORTH 58°22'04" EAST, 53.18 FEET; 3. SOUTH 89°30'26" EAST, A DISTANCE OF 367.20 FEET TO A POINT OF CURVATURE; 4. EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,570.00 FEET, AN ARC LENGTH OF 647.04 FEET, A CENTRAL ANGLE OF 14°25'30", AND A CHORD BEARING AND DISTANCE OF NORTH 83°16'49" EAST, 645.33 FEET; 5. NORTH 76°04'04" EAST, A DISTANCE OF 795.54 FEET; THENCE LEAVING SAID LINE SOUTH 16°35'41" WEST, A DISTANCE OF 538.07 FEET; THENCE SOUTH 02°51'22" WEST, A DISTANCE OF 1,446.88 FEET; THENCE SOUTH 14°39'02" WEST, A DISTANCE OF 34.21 FEET; THENCE SOUTH 25°15'11" EAST, A DISTANCE OF 626.56 FEET; THENCE SOUTH 12°09'05" WEST, A DISTANCE OF 947.33 FEET; THENCE SOUTH 04°41'16" EAST, A DISTANCE OF 1,473.65 FEET; THENCE NORTH 78°21'22" WEST, A DISTANCE OF 395.52 FEET; THENCE NORTH 52°28'44" WEST, A DISTANCE OF 88.98 FEET; THENCE SOUTH 83°41'37" WEST, A DISTANCE OF 242.64 FEET; THENCE NORTH 65°48'39" WEST, A DISTANCE OF 630.02 FEET; THENCE NORTH 75°46'16" WEST, A DISTANCE OF 456.42 FEET; THENCE NORTH 89°27'52" WEST, A DISTANCE OF 104.12 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (A 200' RIGHT-OF-WAY, 100' FROM CENTER OF RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1. NORTH 00°29'34" EAST, A DISTANCE OF 1,718.35 FEET; 2. SOUTH 89°30'26" EAST, A DISTANCE OF 10.00 FEET TO A 210' RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (110' FROM CENTER OF RIGHT-OF-WAY); 3. NORTH 00°29'34" EAST, A DISTANCE OF 864.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 178.705 ACRES, MORE OR LESS.

AND

ALL THAT PORTION OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 1 AND 2, OF SECTION 19, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD - A 200' R/W); THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 8,671.21 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (A 140' RIGHT-OF-WAY) FOR A POINT OF BEGINNING; THENCE CONTINUE, NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1,377.36 FEET; THENCE LEAVING SAID LINE SOUTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, A DISTANCE OF 792.24 FEET; THENCE SOUTH 47 DEGREES 17 MINUTES 26 SECONDS EAST, A DISTANCE OF 1,209.82 FEET; THENCE SOUTH 13 DEGREES 55 MINUTES 56 SECONDS EAST, A DISTANCE OF 355.04 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. THENCE SOUTH 76 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 778.68 FEET TO A POINT OF CURVATURE; 2. THENCE 611.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 2,430.00 FEET, DELTA 14 DEGREES 25 MINUTES 30 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES 16 MINUTES 49 SECONDS WEST, 610.18 FEET; 3. THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 367.20 FEET TO A POINT OF CURVATURE; 4. THENCE 78.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, DELTA 90 DEGREES 00 MINUTES 00 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 30 MINUTES 26 SECONDS WEST, 70.71 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 44.487 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

7. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: Florida Hospital Zephyrhills, Inc.
   DRI Entitlements: 90,000 square feet of medical office entitlements and 100 hospital bed entitlements
   Parcel: Parcel O2 (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1A

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

2010125591

Rcpt:1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 796

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Parcel O2

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to FLORIDA HOSPITAL ZEPHYRHILLS, INC., a Florida corporation, maintaining a principal place of business of business of 7050 Gall Boulevard, Zephyrhills, Florida 33541 ("FHZ") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 90,000 square feet of medical office entitlements and 100 beds of hospital entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as Parcel O2, as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This assignment shall only become effective once the Resolution Adopting an Amended, Consolidated, and Restated Development Order Approving, with Conditions, the Wiregrass Ranch Development of Regional Impact No. 260, scheduled for adoption by the Pasco County Board of County Commissioners at a public hearing on September 7, 2010, is effective and no longer subject to appeal or challenge.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to Parcel O2.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter

Print: William H. Porter

Title: President

Date: 9/1/2010

Witness:

Printed Name: SCOTT SHERIDAN

Witness:

Printed Name: WILLIAM W. NEARILL III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By:

Print: David J. Evans

Title: Manager

Date: Sep 1, 2010

Witness:

Printed Name: SCOTT SHERIDAN

Witness:

Printed Name: WILLIAM W. NEARILL III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL O2

THAT PORTION OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 AND GOVERNMENT LOTS 1, 2 AND 3 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE NORTH 00°40'56" EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 322.23 FEET; THENCE LEAVING SAID LINE, NORTH 89°59'11" EAST, A DISTANCE OF 109.20 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581, (BRUCE B. DOWNS BOULEVARD, BASED ON THE RIGHT-OF-WAY CONTROL SURVEY FOR COUNTY ROAD 581 SEGMENT 405492 1 PREPARED BY ECHEZABAL & ASSOCIATES, INC., FINAL DATE 7/21/05 AND THE POINT OF BEGINNING; THENCE NORTH 00°29'34" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 A DISTANCE OF 1,303.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 7602, PAGE 620, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS SOUTH 89°27'52" EAST, A DISTANCE OF 104.12 FEET; THENCE SOUTH 75°46'16" EAST, A DISTANCE OF 456.42 FEET; THENCE SOUTH 65°48'39" EAST, A DISTANCE OF 630.02 FEET; THENCE NORTH 83°41'37" EAST, A DISTANCE OF 242.64 FEET; THENCE SOUTH 52°28'44" EAST, A DISTANCE OF 88.98 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 5300, PAGE 1713; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 5300, PAGE 1713, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA SOUTH 17°08'23" EAST, A DISTANCE OF 406.24 FEET; THENCE SOUTH 08°35'31" WEST, A DISTANCE OF 55.29 FEET; THENCE SOUTH 20°56'46" EAST, A DISTANCE OF 187.10 FEET; THENCE SOUTH 01°11'14" EAST, A DISTANCE OF 132.14 FEET; THENCE SOUTH 08°18'53" WEST, A DISTANCE OF 85.50 FEET; THENCE SOUTH 04°23'06" EAST, A DISTANCE OF 250.82 FEET; THENCE SOUTH 01°25'46" WEST, A DISTANCE OF 103.27 FEET; THENCE SOUTH 00°47'20" EAST, A DISTANCE OF 88.53 FEET; THENCE SOUTH 01°41'15" EAST, A DISTANCE OF 100.25 FEET; THENCE SOUTH 31°35'03" WEST, A DISTANCE OF 206.97 FEET; THENCE SOUTH 25°56'27" WEST, A DISTANCE OF 75.83 FEET; THENCE NORTH 72°07'45" WEST, A DISTANCE OF 281.75 FEET; THENCE NORTH 13°08'45" EAST, A DISTANCE OF 364.40 FEET; THENCE NORTH 88°33'55" WEST, A DISTANCE OF 372.54 FEET; THENCE NORTH 65°48'44" WEST, A DISTANCE OF 215.81 FEET; THENCE NORTH 77°35'12" WEST, A DISTANCE OF 83.05 FEET; THENCE NORTH 86°50'56" WEST, A DISTANCE OF 477.21 FEET; THENCE SOUTH 00°22'35" WEST, A DISTANCE OF 104.74 FEET; THENCE SOUTH 03°46'07" EAST, A DISTANCE OF 62.94 FEET; THENCE SOUTH 16°52'44" EAST, A DISTANCE OF 98.01 FEET; THENCE SOUTH 03°44'29" EAST, A DISTANCE OF 74.82 FEET; THENCE SOUTH 89°59'10" WEST, A DISTANCE OF 220.76 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581; THENCE NORTH 00°29'34" EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 469.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.533 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

8. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: The District Board of Trustees of Pasco-Hernando Community College, Florida, a political subdivision of the State of Florida
   DRI Entitlements: 700 full time equivalent student entitlements
   Parcel: A portion of Parcel M18 and a portion of Parcel M13 (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1A

2010125592

Rcpt:1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 800

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Portions of Parcel M18 and Parcel M13

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to The District Board of Trustees of Pasco-Hernando Community College, Florida, a political subdivision of the State of Florida ("PHCC"), for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 700 full-time equivalent student entitlements for use as a community college pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as portions of Parcel M18 and Parcel M13, as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This assignment shall only become effective once the Resolution Adopting an Amended, Consolidated, and Restated Development Order Approving, with Conditions, the Wiregrass Ranch Development of Regional Impact No. 260, scheduled for adoption by the Pasco County Board of County Commissioners at a public hearing on September 7, 2010, is effective and no longer subject to appeal or challenge.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to Parcel M18 and M13.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter
Print: William H. Porter
Title: President
Date: 9/1/2010

Witness: Scott Sheridan
Printed Name: SCOTT SHERIDAN

Witness: [illegible]
Printed Name: WILLIAM W. MERRILL III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL P636-928-52-963-8 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By: [illegible]
Print: David J. Evans
Title: Manager
Date: Sep. 1, 2010

Witness: Scott Sheridan
Printed Name: SCOTT SHERIDAN

Witness: [illegible]
Printed Name: WILLIAM W. MERRILL III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF PORTIONS OF PARCEL M18 AND PARCEL M13

THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, SAID CORNER BEING THE COMMON CORNER OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SECTION 29 THE FOLLOWING TWO (2) COURSES: 1. NORTH 89°46'18" WEST, A DISTANCE OF 2,647.65 FEET TO THE SOUTH 1/4 CORNER OF SECTION 29; 2. NORTH 89°58'04" WEST, A DISTANCE OF 144.45 FEET; THENCE LEAVING SAID LINE, NORTH 00°06'28" EAST, A DISTANCE OF 330.06 FEET; THENCE NORTH 20°01'02" WEST, A DISTANCE OF 408.18 FEET; THENCE NORTH 48°19'03" WEST, A DISTANCE OF 283.03 FEET TO A POINT ON THE NORTHEASTERLY LINE OF PARCEL M12 AS DESCRIBED IN O.R. BOOK 6179, PAGE 783 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 50°42'55" WEST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL M12 A DISTANCE OF 1,139.21 FEET; THENCE LEAVING SAID LINE NORTH 42°31'25" EAST, A DISTANCE OF 1,159.01 FEET; THENCE NORTH 31°25'50" EAST, A DISTANCE OF 193.01 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 21.55 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 679.00 FEET, A CENTRAL ANGLE OF 01°49'05", AND A CHORD BEARING AND DISTANCE OF NORTH 32°20'23" EAST 21.55 FEET; THENCE NORTH 56°45'05" WEST, A DISTANCE OF 48.18 FEET; THENCE NORTH 33°45'37" EAST, A DISTANCE OF 150.56 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 487.08 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 36°00'36", AND A CHORD BEARING AND DISTANCE OF NORTH 51°45'55" EAST 479.11 FEET; THENCE NORTH 69°46'13" EAST, A DISTANCE OF 104.92 FEET TO THE POINT ON A NON-TANGENT CURVE TO THE LEFT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MANSFIELD BOULEVARD (A 140 FOOT RIGHT-OF-WAY) AS DESCRIBED IN O.R. BOOK 7802, PAGES 561 & 570 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1. SOUTHEASTERLY 1,306.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,070.00 FEET, A CENTRAL ANGLE OF 69°57'26", AND A CHORD BEARING AND DISTANCE OF SOUTH 51°24'13" EAST 1,226.80 FEET; 2. SOUTH 86°22'56" EAST, A DISTANCE OF 184.91 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF A A HIGH SCHOOL 120' ACCESS PARCEL AS DESCRIBED IN O.R. BOOK 5834, PAGE 826 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID ACCESS PARCEL, SOUTH 02°23'47" WEST, A DISTANCE OF 528.96 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF A HIGH SCHOOL PARCEL AS DESCRIBED IN O.R. BOOK 5834, PAGE 826 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID LINE SOUTH 75°15'08" WEST, A DISTANCE OF 1,105.62 FEET; THENCE SOUTH 41°40'57" WEST, A DISTANCE OF 878.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.565 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

For convenience of reference, Section 4.e as set forth in the Original DO as amended by the DO Amendment (Resolution 07-291 adopted on July 17, 2007, as amended by Resolution 08-06 adopted on October 9, 2007) states as follows:

e. Assignment of DRI Entitlements. Because the DRI entitlements authorized in this DO are not geographically assigned to specific development parcels within the DRI, the Applicant/Owner shall control the allocation and assignment of the phased entitlements to specific geographic parcels within the DRI Property, by written instrument executed by an authorized officer of Applicant/Owner. Prior to the issuance of any preliminary plan/ preliminary site plan within the DRI, the plan applicant must provide to the County an original, executed "Assignment of Wiregrass DRI Entitlements" that (i) specifically identifies the type and number of entitlements assigned to the specific DRI parcel(s) that is the subject of the permit application (i.e., 100,000 sf office use entitlements for Parcel 0-3); (ii) specifically states the DRI phase for which said entitlements are assigned (i.e., Phase 1, 2 or 3); and (iv) [sic] is dated, executed by the Applicant/Owner, and notarized. All such assignments of entitlements shall be reported in the next biennial report for the DRI.

#260

PASCO COUNTY, FLORIDA

"Bringing Opportunities Home"

PLANNING AND DEVELOPMENT DEPT.
WEST PASCO GOVERNMENT CENTER
8731 CITIZENS DRIVE, SUITE 230
NEW PORT RICHEY, FL 34654
TELEPHONE: (727) 847-8142
FAX: (727) 815-7000

March 13, 2013

Mathew Brockway,
Icard Merrill
2033 Main Street.
Suite 600, Sarasota, FL 34237

RE:Wiregrass Ranch DRI

Dear Sirs:

The Planning and Development Department is in receipt of your application dated December 21, 2012 formally requesting to exercise the tolling and extensions granted under Florida Statues Section 253.363 by virtue of the following declarations of states of emergency by the Governor:

1. Tropical Storm Debby Executive Order 12-140 on June 25, 2012, as extended by Executive Order Number 12-192 on August 20, 2012, and further extended by Executive Order Number 12-217 on September 19, 2012.
2. Tropical storm Isaac Executive Order Number 12-199 on august 25, 2012.

The tolling and extension period as determined by the Department of Economic Opportunity (DEO) is for a total of 1 year and the 120 days.

Pursuant to the recently approved D.O for Wiregrass Ranch DRI (NOPC 3), all of the date extensions herein have been approved and incorporated into the Wiregrass Ranch DRI DO. The DO can be accessed via http://pascocountyfl.net/DocumentCenter/View/8579

If you have any questions, please feel free to contact me via email at mthomas@pascocountyfl.net

Sincerely,

Mary Thomas
Engineer II

Amanda Boone
Development Review Manager

cc: Cynthia Spidell, Senior Planner
File

#260

PASCO COUNTY, FLORIDA

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

PLANNING AND DEVELOPMENT DEPARTMENT
WEST PASCO GOVT. CENTER
8731 CITIZENS DRIVE, SUITE 230
NEW PORT RICHEY, FL 34654-5598

CERTIFIED MAIL NO. 7004 2510 0004 9859 2668
RETURN RECEIPT REQUESTED

March 6, 2013

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

RE: Wiregrass Ranch Development of Regional Impact #260
Development Order Amendment

Dear Mr. Meyer:

Enclosed please find an original Development Order for Wiregrass Ranch Development of Regional Impact #260 (Resolution No. 13-99), 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 Commissionerson February 5, 2013.

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

Sincerely,

Cynthia D. Spidell

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

Enclosure

RECEIVED
MAR 12 2013
Tampa Bay Regional Planning Council

THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO.** 13-99

A RESOLUTION AMENDING RESOLUTIONS 07-291, 08-06, 10-376, 10-399 AND 13-29 FOR THE WIREGRASS RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 260.

WHEREAS, on December 27, 2004, in accordance with Section 380.06, Florida Statutes, as amended, Wiregrass Ranch, Inc. (Original Applicant/Owner) et. al. filed an Application for Development Approval (ADA) and five (5) Responses to Request for Additional Information for a Development of Regional Impact (DRI) known as Wiregrass Ranch DRI (Project); and,

WHEREAS, on July 17, 2007, in accordance with Section 380.06, Florida Statutes, the Pasco County Board of County Commissioners adopted Resolution 07-291 approving a development order for the Project (Original DO); and,

WHEREAS, on September 14, 2007, the State of Florida Department of Community Affairs (DCA) appealed Resolution No. 07-291 (Appeal); and,

WHEREAS, the primary basis for the Appeal was the lack of requirements in the Original DO for the identification of the Phase 2 and 3 proportionate share transportation mitigation for the Project; and,

WHEREAS, Pasco County and the Original Applicant/Owner disputed the allegations set forth in the Petition for Appeal; however, Pasco County and the Original Applicant/Owner agreed to enter into an agreement with the DCA pursuant Section 380.032(3), Florida Statutes to amicably resolve the concerns raised by the DCA in the Petition for Appeal; and,

WHEREAS, on September 25, 2007, the Board of County Commissioners approved the Section 380.032 (3) agreement with the DCA (DCA Agreement), which required the Board of County Commissioners to amend the Original DO, and specifically Note 1 to Exhibit I, to add additional requirements relating to the identification of the Phase 2 and 3 proportionate share mitigation, as more specifically set for the in the DCA Agreement (DO Amendment); and,

WHEREAS, the DCA Agreement also required the DCA to dismiss with prejudice the Petition for Appeal within five (5) days of Pasco County rendering the DO Amendment, and waived any appeal of the DO Amendment, provided the DO Amendment complied with the DCA Agreement; and such appeal was formally dismissed by the State of Florida Land and Water Adjudicatory Commission; and,

WHEREAS, the DCA Agreement also acknowledged that the DO Amendment did not require a Notice of Proposed Change (NOPC) or any additional regional review; and,

WHEREAS, the Board of County Commissioners found that the utilization of the Phase 2 and 3 proportionate share for facility or mobility improvements that benefit the Strategic Intermodal System, and specifically I-75 from the I-75/I-275 apex north to S.R. 52 or S.R. 54/56 east of U.S. 41, is (a) in the best interest of the citizens and businesses of Pasco County, the State of Florida, and the Wiregrass Ranch DRI, (b) consistent with the priorities established by Section 339.61(2), Florida Statutes, and (c) consistent with Pasco County's Comprehensive Plan financial feasibility requirements pursuant to Section 163.3177, Florida Statutes; and,

WHEREAS, on October 9, 2007, the Board of County Commissioners adopted the DO Amendment (Resolution No. 08-06), which amended the Original DO consistent with the DCA Agreement in order to settle the Appeal; and,

WHEREAS, on September 7, 2010 the Board of County Commissioners adopted an amended, consolidated and restated Development Order (Resolution 10-376) (Amended and Restated DO) which included the following changes:

1. Change the Applicant and Developer of Record to Locust Branch, LLC;
2. Modify the Land Use Equivalency Matrix (LUEM) attached hereto and incorporated herein as Exhibit F to a) update the LUEM to reflect allowable conversions consistent with the revised land use table, b) allow the introduction of light industrial uses through a land use exchange, c) revise the cap on conversions of approved uses from 10% per phase to 10% of the total specifically approved entitlements, and d) add a maximum/minimum table to the LUEM;
3. Amend the requirements for land use conversions;
4. Change name of Porter Boulevard to Wiregrass Ranch Boulevard;
5. Modify the Master Development Plan (Map H) to reflect: a) an exchange of locations and associated Project entitlements between Parcels O3 and M13; b) re-designation of Parcel V4 as Parcel M18 to allow mixed uses; c) addition of

50± acres of Parcel S3 to Parcel O3 to allow Office development; d) increase in the size of the Town Center (Parcel M7) to 138 acres and Parcel M15 by 10± acres; e) reduction in the size of Parcel S4 by 148± acres;

6. Modify Exhibit E/Map H-3 (Land Use Schedule) to reflect the changes in Parcel acreages and conceptual entitlement allocations;
7. Modify Exhibit I, the Wiregrass DRI Transportation Mitigation Terms and Conditions, to: a) reflect the renaming of Porter Boulevard to Wiregrass Ranch Boulevard; b) extend the due dates associated with the required performance guarantees; c) increase the Phase 1 proportionate share credit to reflect the hospital, medical office and hotel, employment center uses and community college limited exemption use; d) allocate entitlements attributable to each pipeline improvement; e) update the proportionate share mitigation dollar amount of phases 1-3 to reflect the Florida Department of Transportation July 2009 cost index and update Exhibit H, Proportionate Share Calculations as applicable;
8. Modify the Land use Table to a) correct a scriveners error to recognize that 1,000 not (400) of the Phase 1 and 1,500 (not 600) of the Phase 2 single-family residential units will be retirement housing; and b) to establish 99,180 sq. ft. of Medical Office as a subset of the approved 400,000 square feet of the Office uses approved for Phase 1 (which included 90,000 square feet assumed in the traffic study plus 9,180 square feet which corresponds to a reduction in 34 single-family residential units from Phase 3);
9. Extend the build-out dates associated with Phases 1-3 by three (3) years from December 31, 2016 to December 31, 2019 and the development order expiration date by three (3) years from December 31, 2020 to December 31, 2023;
10. Recognize the conversion of 84 single-family residential units from Phase 3 to a 707-student Community College campus advanced to Phase 1;
11. Amend the development order to correct various scrivener's errors and to provide for internal consistency within the development order;
12. Revise the required annual reporting requirement to biennial;
13. Define and explain the term "Limited Exemption" uses within the project;
14. Revise the assignment of DRI entitlements requirements and add an Exhibit Q which lists vested assignments for DRI entitlements;
15. Provide sub-phases for Phase 1 consistent with the revised Exhibit I;
16. Modify the GPS control point due date;
17. Acknowledge submittal and approval of the EMP and GSMP;
18. Amend the deadline for approval of the Development Agreement;
19. Modify the requirements for the Community and District Parks;
20. Revise the Master Development Plan (Map H) to reflect: a) an exchange of locations and associated conceptual entitlements on Exhibit E (Map H-3) between Parcel O3, M13, and a portion of S5; b) creation of Parcel M20 along S.R. 56; c) a decrease in Parcel S-5 by 118 acres d) an increase in Parcel O3 by 36 acres; e) addition of 50+ acres of Parcel S3 to Parcel M8 to allow mixed use;
21. (a) provide for Attractions and Recreation Facilities (ARF) as a new land use in the LEUM; convert and advance 837 SFD units from Phase 2 to 300,000 square feet of ARF in Phase 1A; (b) convert and advance 250 SFD units from Phase 3 to 360 hotel rooms in Phase 1A; (c) convert and advance 250,000 square feet of office in Phase 3 to 100,000 square feet of medical office in Phase 1A;

22. Further clarify land use exchange provisions and entitlement advancement provisions;
23. Correct scrivener's error to reflect the 18-hole golf course in Table 1; and,
24. Provide a revised severability clause; and,

WHEREAS, on September 21, 2010 the Board of County Commissioners adopted the DO Amendment (Resolution 10-399) which amended the Amended and Restated DO and which included the following changes:

1. Modify Subsection 1.e. of the Amended and Restated DO to reflect the changes in the Comprehensive Plan Future Land Use Classifications from MU (Mixed-Use), RES-3 (Residential – 3 du/ga) and CON (Conservation Lands) to PD (Planned Development) and CON (Conservation Lands); and
2. Modify Subsection 5.b(4)(a) of the DO to recognize the underlying Future Land Use classification change from MU (Mixed Use) to PD (Planned Development); and,

WHEREAS, on October 23, 2012, pursuant to Section 380.06(19(e)2.k, Florida Statutes, the Board of County Commissioners adopted the DO Amendment (Resolution 13-29) which amended the Amended and Restated DO and which included the following changes:

1. Revise Exhibit F, The Land Use Equivalency Matrix (LUEM), to increase the maximum number of hospital beds from 110 beds to 175 beds; and
2. Revise the Land Use Table in Section 4(3) to reflect the land use exchange of 97 single-family dwelling units in Phase 3 to 75 hospital beds in Phase 1; and,

WHEREAS, on February 15, 2012, in accordance with Section 380.06(19), Florida Statutes, as amended, Locust Branch LLC (Developer) filed a NOPC to the previous ADA for the Project (NOPC No. 3). The NOPC, collectively with the ADA, are referred to herein as the application (Application); and,

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

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

WHEREAS, on June 14, 2011, the Florida Governor signed into law Chapter 2011-142, Laws of Florida, which enacted Section 252.363, Florida Statutes, which, in turn provides for the tolling and extension of permits and other authorizations in the event of a declaration of a state of emergency by the Governor; and,

WHEREAS, in 2011, the Governor issued Executive Order Numbers 11-128, 11-172, and 11-202 declaring and extending a state of emergency, which pursuant to Section 252.363, Florida Statutes, further extended the DRI commencement, build-out, expiration, and mitigation dates by an additional 306 days (the "306-day Extension") separate and independent from the 4-year Extension provided under Chapter 2011-139, Laws of Florida; and,

WHEREAS, in 2012, the Governor issued Executive Order Numbers 12-140, 12-192, 12-217. and 12-199 declaring and extending two separate states of emergency (Tropical Storm Debby and Tropical Storm Isaac), which pursuant to Section 252.363, Florida Statutes, further tolled and extended the DRI commencement, build-out, expiration, and mitigation dates by an additional 120 days plus one (1) year (the "2012 Extension") separate and independent from the 4-year Extension and the 306-day Extension; and,

WHEREAS, the NOPC requested the following:

1. extend all dates by four (4) years pursuant to the 4-year Extension;
2. extend all dates an additional 306 days pursuant to the 306-day Extension;
3. extend all dates an additional 120 days plus one (1) year, pursuant to the 2012 Extension;
4. vest office entitlements, subject to conditions, pursuant to the phasing and duration provisions;
5. add provisions regarding Pasco County's adoption of an Urban Service Area, a Transportation Concurrency Exception Area and mobility fees in lieu of transportation concurrency;
6. clarify language which already allows land uses and entitlements that may be advanced to an earlier phase;
7. provide for land uses and entitlements that may be added to a phase without transportation analysis;
8. replace all references from "Department of Community Affairs/DCA" to "Department of Economic Opportunity/DEO";
9. update and change the land use table, Table 1;
10. convert 251 single family detached units (216 from Phase 2 and 35 from Phase 3) to 196 hospital beds and advance them to Phase 1;
11. advance all specifically approved office entitlements to Phase 1;
12. add University to the approved land uses and the LUEM;

13. add Light Industrial to Table 1;
14. revise parcel names, configurations and designations on Exhibit G (Map H);
15. replace Exhibit E with an entitlement tracking chart and clarify the entitlement assignment process;
16. allow the Town Center to be located on another parcel(s) and revise the applicable standards;
17. revise the location and standards of the Corporate Business Park;
18. revise the development standards for hotel;
19. add definitions for TND and TOD;
20. delete the temporary provision for land use consistency;
21. revise the provision for interconnectivity;
22. revise the conditions and maximum land use and entitlements of the land use exchange matrix and land use exchange requirements and make them consistent with the Comprehensive Plan;
23. update the GSMP baseline monitoring and reporting status;
24. update Exhibit L, Conservation Corridor Exhibit;
25. update the EMP implementation status;
26. update the GPS control point provisions;
27. update the approval date of the Developer's Agreement;
28. clarify the responsibility for and conceptual nature of Exhibit J;
29. update and clarify trip generation monitoring program to adjust trip monitoring thresholds for any entitlements moved from one phase to another phase;
30. update or remove various specific land development code, Florida Statutes, and Florida Administrative Code section citations;
31. clarify when mobility fees and credits are applicable;
32. update the status of the MRP;
33. identify which parcels have been conveyed to the School Board;
34. provide alternative locations for a District Park;
35. revise the provisions for a general government service center, and clarify reservation of and responsibility for 75,000 square feet of office entitlements for government services buildings;
36. delete Exhibits M and O;
37. revise Exhibit I;
38. advance 2,000 single family detached residential units from Phases 1C and 1D to Phase 1A and adjust the proportionate share per trip fee for Phase 1C and 1D accordingly;

39. revise the conditions for when the easement agreement for Park & Ride Facility (Item #11) must be provided; and
40. revise the location and conditions for the Park & Ride Facility (Item #11)

(Proposed Changes); and,

WHEREAS, all date extensions granted herein are inclusive of, and not in addition to, any extensions for which the Project may be eligible pursuant to Resolution 09-269, Ordinance No. 08-47, Resolution 11-301, and Chapter 2009-96, Chapter 2011-139, Laws of Florida; and Section 252.363(1), F.S., and Executive Orders 11-128, 11-172 and 11-202 and Executive Orders 12-140, 12-192, 12-217 and 12-199; and,

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

WHEREAS, the culmination of review pursuant to Section 380.06, Florida Statutes, requires the approval, approval with conditions, or denial of an NOPC; and, **WHEREAS**, the Pasco County Board of County Commissioners held duly noticed public hearing(s) on the NOPC, and reviewed the NOPC as well as all related testimony and evidence submitted by each party and members of the general public; and,

WHEREAS, the Pasco County Board of County Commissioners wishes at this time to further amend the Amended and Restated DO in accordance herewith; and,

WHEREAS, the Amended and Restated DO as amended by this amendment shall be referred to as the "Development Order" or "DO".

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that the NOPC No. 3 for the Project is approved with conditions, as set forth in this DO, which is hereby adopted by the Board of County Commissioners (words ~~stricken~~ are deletions; words underlined are additions):

WIREGRASS RANCH DEVELOPMENT ORDER

1. Introduction and General Findings of Fact.

This Resolution shall constitute an Amendment to the Amended and Restated DO as previously amended.

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

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

b. The NOPC No. 3 Application is incorporated into this DO by reference as Exhibit A.

c. The nature, type, scope, intensity, costs, and general impact of the Project, as revised, are summarized in the NOPC No. 3 Application and the Tampa Bay Regional Planning

Council (TBRPC) DRI Final Report, and the TBRPC NOPC Report, which collectively are incorporated into this DO by reference as Exhibit B.

d. A description of the real property (Property) is attached hereto as Exhibit C which is made part of this DO.

e. The current Pasco County Comprehensive Plan (Comprehensive Plan) Future Land Use Map classifications for the Property are PD (Planned Development) and CON (Conservation Lands). The proposed development is consistent with the applicable provisions of the PD (Planned Development) and CON (Conservation Lands), and other applicable Goals, Objectives, and Policies of the Comprehensive Plan.

f. The current zoning designation for the Property is MPUD Master Planned Unit Development, and the proposed development is consistent with the applicable provisions of the MPUD.

g. On January 25, 2013, the TBRPC notified the County that the TBRPC had prepared its NOPC Report and that the local government should act upon the pending application.

h. The Board of County Commissioners scheduled and held a public hearing on the NOPC application on February 5, 2013.

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

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

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

l. The Board of County Commissioners has received and considered the TBRPC NOPC Report on the NOPC No. 3 application.

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

n. The Developer, Locust Branch, LLC, is the Applicant and the Developer of Record (sometimes referred to as either the "Master Developer" or "Developer of Record" or "Developer").

o. The DO is a valid final development order within the provisions of Section 163.3167(5), Florida Statutes, affecting the Property.

2. Conclusions of Law.

The Board of County Commissioners hereby finds as follows:

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

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

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

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

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

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

g. Pursuant to Chapter 380.06(19)(e), Florida Statutes, the Proposed Changes are presumed to be a substantial deviation; however, it is the opinion of the County, TBRPC, and other participating agencies that the Applicant has provided clear and convincing evidence to rebut the presumption of a substantial deviation and that no unmitigated regional impacts shall result. The

Proposed Changes, therefore, do not constitute a substantial deviation, pursuant to Chapter 380.06(19), Florida Statutes.

3. Approval Stipulations.

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

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 Developer or its Successors in Interest. 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 Developer, or its Successors in Interest if applicable, may appeal the determination to the Board of County Commissioners pursuant to the Land Development Code. Notwithstanding the foregoing, violations of the Development Agreement (DA) hereinafter described, if required, shall be addressed in accordance with the provisions of the DA.

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

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

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

c. Development of the Project shall also be governed by the applicable standards and procedural provisions of the applicable portions of the Comprehensive Plan. Land development regulations shall be applied in a manner that is consistent with Section 163.3194(1)(b), Florida

Statutes, and the Pasco County Land Development Regulations (including the LDC). Conflicts between the Land Development Regulations and this DO shall be resolved in accordance with applicable law.

d. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction until March 1, 2030, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the DO have occurred; or that the DO was based on substantially inaccurate information provided by the Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this DO, the DA, the MPUD Master Planned Unit Development conditions, the Comprehensive Plan, and the LDC, shall not constitute downzoning, unit density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

e. As provided in Chapter 190, Florida Statutes, and subject to the Board of County Commissioners separate approval, Community Development District(s) (CDD) are hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD, that are identified within this DO. Further, any obligations of the Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association or other entity approved by the County. However, such CDD shall not be authorized to levee assessments on any property either owned or to be owned by the County or District School Board of Pasco County that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

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

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

f. The Property is currently utilized for agricultural activities. It is understood that while the use will cease when the Project 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.

g. For the purposes of this Development Order, the terms "Limited Exemption" or "Limited Exemption Uses" shall include but not be limited to hospital, medical office, office, community college, hotel, light industrial, and/or entitlements developed in accordance with the County's standards for Traditional Neighborhood Development (TND) and Transit Oriented Design (TOD); provided these uses qualify as limited exemption uses under County Land Development Code or are otherwise approved by the Board of County Commissioner or the County Administrator (Limited Exemption Use[s]). Subject to a separate Board of County Commissioner or County Administrator approval, any new Limited Exemption Use, not previously set forth on Exhibit I, may be granted a proportionate share credit and shall not require an amendment to this DO. The development of these Limited Exemption Uses are subject to the development standards contained within Section 5.b.(2)-(8), inclusive, of this DO.

4. Phasing and Duration.

a. Phasing Schedule/Concurrency.

(1) Phasing and Concurrency. Phases 1 through 3 of the DRI are specifically approved subject to requirements of this DO. Phase 4 of the DRI is conceptually approved. Specific approval of Phase 4 shall be granted upon submittal and approval of additional analyses of the project's impacts on Transportation and Air Quality, only, performed pursuant to the requirements of Section 380.06, Florida Statutes. Specific approval shall not be a reservation or guarantee of concurrency capacity for any public facility other than transportation and parks and recreation. For public transit, fire/EMS services, sheriff/public safety services, affordable housing and governmental administrative facilities, the County shall credit any land, facilities and any cash mitigation payments provided under this DO against future concurrency requirements. Any concurrency requirements for schools shall be determined by Exhibit N attached to this DO and

applicable law. The reservation/guarantee of concurrency capacity for parks shall be through the build-out date of Phase 4 (March 1, 2030) subject to any extensions granted by Pasco County or applicable law, and subject to compliance with the Recreation and Open Space conditions of the DO. The reservation/guarantee of concurrency capacity for transportation shall be through March 1, 2026 for Phases 1 through 3, subject to any extensions granted by Pasco County' or applicable law, and subject to compliance with the transportation conditions of this DO and any associated DA.

(2) Economic Development Project. A large 1,000,000 square foot office user (Economic Development Project) has been induced by Pasco County and the Master Developer to locate its offices and facilities on Parcel M8 and surrounding adjacent lands within the Project. The Economic Development Project is anticipated to provide significant economic benefits to the area, including creating numerous well-paying jobs, creating significant additional taxable sales, adding valuable property to tax rolls, serving as a catalyst for future economic development, reducing reliance on regional commuting, and generally enhancing economic development of the County. As part of the inducement, the County agreed to "vest" the Economic Development Project as described herein. Therefore, upon the issuance of building permits for office use entitlements in excess of 100,000 square feet in the aggregate on Parcel M8, 1,000,000 square feet of office use entitlements shall be deemed fully vested against, and no longer subject to, any: DRI review; DRI mitigation; or transportation concurrency, transportation timing and phasing, adequate public facilities (for transportation), transportation, transit and roadway capacity, and transportation analysis (other than County access management analysis), requirements and mitigation, excluding on-site transportation infrastructure; of any kind or nature, whatsoever.

(3) Transportation Concurrency/Exemption. The Project is located in the County's Urban Service Area/Transportation Concurrency Exception Area. Pursuant to the County's mobility fee regulations, the Project shall be exempt from the transportation concurrency and traffic impact study requirements of the LDC upon paying, or agreeing to pay, and/or receiving credit toward, the mobility fees. If the Project elects to invoke the mobility fee opt-out provision pursuant to the

County's mobility fee regulations, the transportation concurrency exemption will not apply and the concurrency build-out date shall be March 1, 2026, which includes the 4-year Extension, the 306-day Extension and the 2012 Extension; and, in which event, any delay in the build-out date of the Project beyond March 1, 2026, may require a new traffic impact study in accordance with applicable law as the basis for a DO amendment which may include re-evaluation of required transportation mitigation. The County Administrator or the Board of County Commissioners may waive any applicable traffic impact study requirement for any entitlements within the project that satisfy the Limited Exemption criteria of the County's Concurrency Management regulations; however, build-out date extensions for such entitlements are still subject to applicable statutory requirements in Section 380.06(19), Florida Statutes, as may be amended from time to time.

(4) Notwithstanding the land use and entitlement limitations for each phase as set forth herein, the Master Developer may advance to an earlier phase any specifically approved Office, Employment Center, Medical Office, Town Center, Hotel, Hospital, Community College, ARF, or Light Industrial entitlements, or any Limited Exemption land uses and entitlements under the LDC without the requirement of a NOPC, MPUD amendment, or other amendment to this DO or the approved zoning for the Project. Any such advancements shall follow the requirements of Section 4.e and shall be reported to the County prior to, or concurrent with, such advancement, and then also shall be reported in the next biennial report for the DRI.

(5) Uses Exempt from Transportation Concurrency. Notwithstanding the land use and entitlement limitations for each specifically approved phase as set forth herein, the Master Developer may add to any specifically approved phase Office, Employment Center, Medical Office, Transit Oriented Development (TOD), Hotel, Community College, or Light Industrial land uses and entitlements or any uses and entitlements exempt under Section 901.12 of the LDC, without any requirement for any DRI or County transportation analysis. Any such additions shall: (i) be made by the Master Developer in writing; (ii) state the type and number of entitlements added to the Project (e.g., 100,000 square feet of office use entitlements); (iii) be included in the updated accounting

required in Section 4.e(2); (iv) state that the addition of such land uses and entitlements to the specifically approved land uses and entitlements of the Project do not cumulatively exceed the maximum levels of development allowed under Subarea Policy FLU 7.1.8, Wiregrass Ranch Subarea Policies, of the Comprehensive Plan; and (v) be recognized through the NOPC process.

b. Effective Date, Duration and Land Uses.

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

(2) The effective period of this DO shall be until March 1, 2030. The effective period may be extended by the Board of County Commissioners upon a showing of good cause and as otherwise provided by law. Application for such an extension shall be made at least sixty (60) days prior to the expiration date or as otherwise provided by law. All extensions shall be subject to a substantial deviation determination pursuant to Chapter 380.06(19), Florida Statutes.

(3) Subject to other provisions of this DO, development of the Project shall proceed in general accordance with Map H attached hereto and incorporated herein as Exhibit G and the schedule indicated in Table 1 below:

Wiregrass Ranch DRI Land Use Table Table 1					
Land Use	Phase 1 – 3/1/26	Phase 2– 3/1/26	Phase 3 – 3/1/26	Phase 4 – 3/1/30	TOTAL
Residential. d.u. (Single family) (Multi family)	6,000 (4,000)* (2,000)	4,473 (2,947)** (1,526)	0 (0)	1,000 (1,000)	11,473 (6,947) (4,526)
Retail s.f.	1,580,800	800,000	340,000	460,000	3,180,800
Hotel rooms	480				480
Office s.f.	1,059,080	0	0	875,000	1,934,080
Medical Office s.f.	199,180				199,180
Hospital beds	371				371
Community College (f.t.e. students)	707 (f.t.e)				707 f.t.e.
University					0
Light Industrial					0
Attractions & Recreation Facilities (ARF) s.f.	300,000				300,000
Golf Course	18 holes				18 holes
Elementary Schools	1	1	1	1	4

*Includes 1,000 Retirement Housing units
**Includes 1,500 Retirement Housing units

c. Commencement of Development. Development of the Project has commenced consistent with the Agreement between the DCA and the original Applicant, Owner and/or Developer dated October 8, 2004 (Exhibit O).

d. Build-Out of Project.

(1) Unless extended by the Board of County Commissioners or in accordance with applicable law, the build-out date of the specifically approved portions of the Project shall be March 1, 2026.

(2) The Project is located in the County's Urban Service Area/Transportation Concurrency Exception Area. Pursuant to the County's mobility fee regulations, the Project shall be exempt from the transportation concurrency and traffic impact study requirements of the LDC upon paying, or agreeing to pay, and/or receiving credit toward, the mobility fees. If the Project elects to invoke the mobility fee opt-out provision pursuant to the County's mobility fee regulations, the transportation concurrency exemption will not apply and the concurrency build-out date shall be March 1, 2026, which includes the 4-year Extensions, the 306-day Extension and the 2012 Extension; and, in which event, any delay in the build-out date beyond March 1, 2026 may require a new traffic impact study , in accordance with applicable law as the basis for a DO amendment which may include re-evaluation of required transportation mitigation. The Administrator or Board of County Commissioners may waive any applicable traffic impact study requirement for any entitlements within the DRI that satisfy the Limited Exemption criteria of the County's Concurrency Management Ordinance; however, build-out extensions for such entitlements are still subject to applicable statutory requirements in Section 380.06(19), Florida Statutes, as amended from time to time.

e. Assignment of DRI Entitlements.

(1) Because the DRI entitlements authorized in, or as may be amended pursuant to, this DO are not assigned to specific development parcels, or portions thereof, within the

Project, the Master Developer shall control the allocation, exchange, advancement and assignment of the phased entitlements to specific parcels, or portions thereof, within the Project, by written instrument executed by an authorized officer of Master Developer as described below. Upon submittal of any preliminary plan/preliminary site plan that utilizes land use entitlements within the Project, the preliminary plan/preliminary site plan applicant shall include with each such submittal to the County an original, executed "Assignment of Wiregrass DRI Entitlements" that:

(a) specifically identifies the type and number of entitlements assigned, advanced or exchanged to the specific DRI parcel(s), or portions thereof, that is the subject of the permit application (e.g., 100,000 s.f. office use entitlements for Parcel M25);

(b) specifically states the DRI phase for which said entitlements are assigned, advanced or exchanged;

(c) is dated and executed by the Master Developer, witnessed by two witnesses, and notarized;

(d) includes an accurate metes and bounds legal description of the specific DRI parcel(s), or portions thereof, to which the entitlements have been assigned, advanced or exchanged; and,

(e) is recorded in the public records of Pasco County, Florida.

(2) All such assignments, advancements and exchanges of entitlements shall be reported to the County on Exhibit E (Entitlement Tracking Chart). This reporting consists of an updated accounting on the Entitlement Tracking Chart which identifies the type and amount of entitlements assigned to each parcel and the gross and net acreage amounts for each parcel, and the updated Entitlement Tracking Chart shall also be included in the next biennial report for the DRI. The allocation, assignment, advancement, exchange, or use of DRI entitlements and land uses shall be controlled by the Master Developer and shall be subject to the "Assignment of Wiregrass DRI Entitlements" requirements. For clarification, any and all reassignments, transfers or conveyances of DRI entitlements from a property particularly described in a previously recorded "Assignment of DRI

Entitlements" to a lesser included property or a different property shall be treated as a new assignment and be subject to the "Assignment of DRI Entitlements" requirements and require the preliminary plan/preliminary site plan applicant to provide to the County a new original executed "Assignment of DRI Entitlements" including items (a) through (e), above, along with the following additional item: (f) is dated and executed by the authorized assignor of such entitlements, witnessed by two witnesses, and notarized. No allocation, assignment, advancement, exchange or use of DRI entitlements or land uses shall be valid, effective, binding or authorized unless approved by the Master Developer as required in this subsection. Only the Master Developer shall be authorized to amend or submit Exhibit E (Entitlement Tracking Chart), subject to the Land Use Exchange provisions in Section 5.c of this DO. All assignments are subject to compliance with the applicable zoning or MPUD Master Planned Unit Development Conditions of Approval and shall be consistent with the underlying Future Land Use classification.

(3) Exhibit Q lists the Assignment of Wiregrass DRI Entitlements that have been issued by the Applicant/Owner or Master Developer. The Assignment of Wiregrass DRI Entitlements issued on or before September 7, 2010 and listed in Exhibit Q shall be governed by the terms of Section 4.e as set forth in the Original DO as amended by the DO Amendment (Resolution 07-291 adopted on July 17, 2007, as amended by Resolution 08-06 adopted on October 9, 2007) (also set forth for convenience in Exhibit Q) in lieu of the terms of Section 4.e(1) and (2) above. Notwithstanding any provision to the contrary set forth in this DO or in any private agreement (other than an Assignment of Wiregrass DRI Entitlements) , entitlements for use on the property described in each Assignment of Wiregrass DRI Entitlements listed in Exhibit Q shall be recognized by the County in the order in which development applications for such entitlements are submitted to the County, provided, however, that such entitlements shall not be recognized by the County if such entitlements would cause the cumulative total of entitlements to exceed the total entitlements assigned to such property. The named assignees of the listed Assignment of Wiregrass DRI Entitlements have acknowledged that this "first-come, first-served" method of allocating entitlements

for use on the property described in each Assignment identified in Exhibit Q will result in the County denying site plans or building permits once the entitlements assigned in that Assignment of Wiregrass DRI Entitlements have been exceeded, even if the overall DRI has remaining entitlements that have not yet been used or assigned.

5. Specific Conditions

a. Development Components. Subject to other provisions of this DO, the Project consists of the land uses shown on Map H (Exhibit G) and described in Table 1 of Section 4.b(3). Land uses may be exchanged in accordance with the Land Use Equivalency Matrix attached hereto and incorporated herein as Exhibit F, subject to the restrictions set forth in Specific Condition 5.c.

b. Land Use Development:

(1) Retirement Housing.

(a) The following number of residential dwelling units, 1,000 d.u. in Phase 1 and 1,500 d.u. in Phase 2, shall be deed restricted, designated and developed as adult communities pursuant to the assumptions of the ADA and Section 760.29, Florida Statutes (Retirement Housing), unless otherwise approved under the Land Use Equivalency Matrix and Specific Condition 5.c. The Developer shall comply with all Federal and State statutes and County requirements in establishing these deed restricted communities.

(b) Because the submitted traffic analysis assumes certain quantities of retirement, age restricted, 55 and older, or 62 and older housing, prior to the approval of each plat for such product areas, or where platting is not required, prior to approval of each construction plan for such product areas, the Developer shall provide the County Attorney's office executed and recorded covenants or deed restrictions that restrict the said plat or construction plan for such product areas to housing for persons 55 and older or 62 and older, as applicable. If the Developer fails to timely provide the required covenants or deed restrictions, or fails to comply with such covenants or deed restrictions, or does not follow the Land Use Equivalency Matrix process pursuant to Specific Conditions 5.c., below, then the Developer for such product areas shall be

required, in addition to any County remedies set forth in the County-approved covenants/deed restrictions, to submit a Notice of Proposed Change pursuant to Section 380.06(19), Florida Statutes, including an updated traffic study without any reduction in trip generation based on retirement, age restricted, 55 and older, or 62 and older housing; and additional approvals for said area(s) within the development shall be held in abeyance until the County approves an amendment to the DO based on the updated traffic study and determines the transportation mitigation for the revised development plan. The County may impose additional conditions based on the updated County approved traffic analysis.

(2) Town Center/Employment Center.

(a) The Town Center in Parcel M7 of Map H, or another parcel that may be designated as the town center by the Master Developer and approved by the County, shall be designed and constructed in accordance with the Town Center requirements of the Traditional Neighborhood Development (TND) ordinance including the required mixture of uses. Traditional Neighborhood Development (TND) is generally defined in the LDC as creating livable areas and communities through traditional design standards, which may include but are not limited to, the use of mixed use Village and Town Centers, neighborhoods that embrace a full range of urban facilities, including neighborhood retail centers; a variety of housing types; public/civic space; and open-space amenities, as well as walkable streets, an interconnected circulation network that prioritizes pedestrians and bicycle features and links neighborhoods to shopping areas, civic uses, parks, and other recreational features. A master plan consistent with the requirements of the TND ordinance shall be approved prior to any development within Parcel M7 of DRI Map H (see Exhibit G), or another parcel that may be designated as the Town Center by the Master Developer and approved by the County, or prior to final plat or construction plan approval of fifty (50) percent of the specifically approved residential entitlements in the DRI.

(b) Parcel M8 and a portion of Parcel M21, with the potential to expand on adjacent parcels, on a minimum of 65 acres, must be developed in accordance with the

"Corporate Business Park or Targeted Primary Businesses or Light Industrial Uses" categories portion of the Employment Center requirements of the County's adopted Comprehensive Plan and the Land Development Code, unless comparable quantities of said development type is constructed on other DRI parcels, and approved by a 4/5 majority vote of the Pasco County Board of County Commissioners, or such other uses that may be approved by the Pasco County Board of County Commissioners. The Corporate Business Park or Targeted Primary Business developed on a portion of Parcel M8, a portion of Parcel M21 and/or adjacent parcels shall be developed consistent with the requirements of the Wiregrass Ranch MPUD conditions of approval including the quantity of office as shown in the MPUD. Notwithstanding the above requirements, Parcels M8 and M21, with the potential to expand on adjacent parcels, shall be allowed to be developed with support commercial uses developed between SR 56/Wiregrass Ranch Boulevard and the proposed reverse frontage road. Such support commercial uses may include, but shall not be limited to, restaurants, banks, office supply stores, grocery stores, cafes, coffee shops, dry cleaners, day care facilities, electronics retailers, health clubs, gas stations, personal services, hotel or other similar retail uses. These support commercial uses shall only be considered Limited Exemption uses if qualified pursuant to the Land Development Code. A minimum of 65 gross acres of Parcels M8 and M21, with the potential to expand on adjacent parcels, shall be reserved for the "Office" development as defined above exclusive of support commercial that does not meet the limited exemption criteria of the Land Development Code. Parcels M27 and M25 on Map H may be developed as mixed use parcels consistent with the requirements of the MPUD.

(c) Unless otherwise approved by the Board of County Commissioners, the Developer shall be responsible for designing and constructing all necessary public infrastructure for the Town Center in Parcel M7 and Office/Employment Center areas in Parcel M8, including all road, intersections, and utility improvements, prior to approval of the first record plat(s) or construction plan approval(s) for fifty (50) percent of the specifically approved residential entitlements in the DRI, or as necessary to serve adjacent development or development within the

Town Center and/or the Office/Employment Center areas, whichever occurs first. Such improvements shall be designed and constructed in accordance with the approved Map H, and shall be sized to accommodate the approved entitlements assigned to the Town Center and the Office/Employment Center uses. The construction of Wiregrass Ranch Boulevard, and the sewer and water lines along Wiregrass Ranch Boulevard, from SR 56 to the entrance of Parcel M7 or the entrance of Parcel M8, along Wiregrass Ranch Boulevard, pursuant to the approved construction plans for same, shall be deemed to satisfy all requirements and conditions of this subparagraph for Parcel M7 and Parcel M8 respectively.

(3) Hospital/Employment Center. The hospital and medical office within Parcel O2 have been designated and approved as a Corporate Business Park/Employment Center by Pasco County as approved by Preliminary Site Plan (DR 09-164) dated December 9, 2008.

(4) Community College or University.

(a) Parcel M18, which is denoted on Map H (Exhibit G) as a mixed use site, may also be utilized for any office use entitlements or mixed use entitlements, as well as for schools, colleges, university, churches, library, hospital, research, warehouse/distribution or similar uses if authorized by the PD (Planned Development) future land use classification and the MPUD Master Planned Unit Development zoning for the Project, without any required amendment to this DO.

(b) If Parcel M18 or any other parcel is developed as a Community College or University, that portion of the project shall qualify as a Limited Exemption as defined within the Land Development Code and shall be exempt from transportation concurrency. As such, neither the Community College or University, nor the Master Developer, shall be required to pay any proportionate share mitigation for any trips that may be generated in association with the Limited Exemption uses. The Community College shall be as defined in Section 1004.65, Florida Statutes. In no event shall the Master Developer be precluded from receiving proportionate share credit on Parcel M18, or any other parcel where permitted by the MPUD, for the Community College use as set forth in Exhibit I, nor shall the uses on M18, or any other parcel where permitted by the MPUD, utilize

or reduce the DRI entitlements other than the quantity of specifically approved entitlements for f.t.e. students.

(5) Hotel. The Project has received proportionate share credit for the proposed 120 room Hotel use which is set forth within Exhibit I.

(6) Attractions and Recreation Facilities (ARF). Phase 1 includes the entitlements for Attractions and Recreation Facilities (ARF). The ARF may include any uses described in Section 380.0651(3)(b), Florida Statutes, and retail uses, subject to the MPUD rezoning conditions of approval. In recognition of the economic development and employment opportunities that the ARF may generate, the ARF shall be deemed to have satisfied the requirements of the land use exchange in Section 5.c and Exhibit F pursuant to this NOPC and the advancement of entitlements from one phase to another contained within Section 4.a and shall be allowed to be developed in Phase 1A (see paragraph 5(i) of Exhibit I). Subject to separate BCC or County Administrator approval, the ARF may be approved as a Limited Exemption Use and qualify for additional proportionate share credit under Exhibit I.

(7) Transit Oriented Development (TOD). "Transit Oriented Development" or "TOD" shall mean development in areas in the Project identified in the Comprehensive Plan which are reserved for existing or planned regional transit facilities. These areas must be compact, have moderate to high density developments, be of mixed-use character, interconnected, bicycle and pedestrian friendly, and designed to support frequent transit service operating through regional transit facilities, and otherwise meet the requirements of Section 1302.2.F.2.i of the LDC.

(8) Requirements for Limited Exemption Uses.

(a) In the event the respective project owner or project developer of a property that contains a Limited Exemption use, its successors, assigns, or other end-user (the "End-user") converts any Limited Exemption uses or entitlements of the project to retail (that is not a retail use restricted to one (1) story of a multistory building, or within a Town Center or Transit Oriented Development, which conversions are permitted), residential, or other use or entitlement that does not

meet the Limited Exemption use requirements of the Pasco County Land Development Code within twenty (20) years after the structure containing the applicable Limited Exemption use or entitlement received a Certificate of Occupancy, the End-user shall be required to i) pay to the County the project's respective proportionate share amount, or ii) identify and construct a mitigation pipeline project acceptable to the County and equivalent to the project's proportionate share amount, or iii) otherwise demonstrate compliance with the County's transportation concurrency requirements. The County and the Master Developer shall determine which of the above three options, option (i), (ii) or (iii), shall be required of the End-user. If there is no Master Developer or if no one claims to be the Master Developer, then the County alone shall determine which of the above options, option (i), (ii) or (iii), shall be required of the End-user.

(b) The owner of any qualified Limited Exemption use shall record against their respective property a private restrictive covenant (the "private use restriction") which evidences and establishes all of the foregoing use and conversion restrictions and associated obligations as an encumbrance against their respective property, names the County and Master Developer as third party beneficiaries of such private use restriction, and provides the County and Master Developer with specific enforcement rights with respect thereto. The project developer and owner of the Limited Exemption use shall obtain the County Attorney's and Master Developer's prior written approval of the form of the private use restriction, which approvals shall not be unreasonably withheld. The project developer or owner of the Limited Exemption use shall forward a copy of the recorded private use restriction to the County and Master Developer prior to the issuance of the first certificate of occupancy for the project.

(9) Interconnectivity.

(a) The Developer shall design development in Parcels M20, M21, C5 and M8 that lie between the Town Center (M7) and "lifestyle" center (C6) to ensure adequate pedestrian/bicycle/vehicular traffic connections between the Town Center in Parcel M7 and lifestyle center in Parcel C6. Such connections shall allow users of both centers to reduce usage of SR 56

and Wiregrass Ranch Boulevard. The reverse frontage road (a/k/a public access frontage road) approved in the Wiregrass Master Roadway Plan, along with the sidewalk on the north side of SR 56, shall be deemed to fully satisfy the requirements of this subparagraph.

(b) Unless otherwise approved by the County, prior to the issuance of any approvals or permits for any retail or office uses along SR 56, Wiregrass Ranch Boulevard, Chancey Road from SR 581 to Wiregrass Ranch Boulevard, or the 581 Bypass/Loop Road, as applicable, or prior to approval of the final design plans for the applicable roadway submitted by the developer, whichever occurs first, the Developer shall submit to the County for review and approval, a plan depicting pedestrian/bike crossing design and standards for the applicable road or shall have incorporated such design and standards into the construction plans for the applicable roadway. This subparagraph has been fully satisfied for retail or office use along SR 56, Wiregrass Ranch Boulevard (from SR 56 to the Parcel S1/S2 entrance intersection), and Chancey Road (west of Wiregrass Ranch Boulevard). The following accredited publications shall be used as references for pedestrian facility design:

i. Design & Safety of pedestrian Facilities, by the institute of Traffic Engineers (ITE), Publication No. RP-026.

ii. Sections 316.130(7), (8), (9), and (14). Florida Statutes.

iii. Safety Tool Box, By ITE.

iv. Highway Design Handbook for Older Drivers and Pedestrians, by the Federal Highway Administration (FHWA), Report No. FHWA-RD-01-103.

v. Intersection Geometric Design and Operational Guidelines for Older Drivers and Pedestrians, by the FHWA. Report No. FHWA-RD-96-132.

(c) The alignment of Wiregrass Ranch Boulevard and the SR 581 Realignment may change consistent with the settlement agreement with Pasco County and the Florida Department of Transportation (FDOT) dated December 22, 2006 attached here for reference as Exhibit M, or in accordance with Exhibit I, or as otherwise approved by the County and FDOT. The

Developer's obligations in the settlement agreement are incorporated herein as additional conditions of approval.

c. Land Use Exchange.

(1) Development entitlements within the Project may be exchanged pursuant to the Land Use Equivalency Matrix (LUEM) set out in Exhibit F attached hereto, subject to the following restrictions:

(a) Exchanges between phases (e.g. Phase 2 to Phase 3) shall not be permitted. However, an exchange that has been made within the same phase may thereafter be advanced to an earlier phase if such advancement is allowed pursuant to Section 4.a. Entitlements advanced from one phase to another pursuant to Section 4.a shall not be considered a land use exchange.

(b) Office entitlements within the Project, consisting of the minimum of 65 gross acres of the land area allocated to such entitlements (Parcels M8 and a portion of Parcel M21, with the potential to expand on adjacent parcels), shall not be reduced, exchanged or traded off for any other approved uses in the Project, except for medical office or light industrial provided the medical office or light industrial is a Targeted Primary Business or is constructed consistent with the Corporate Business Park requirements of the Land Development Code, or unless otherwise approved by a 4/5 majority vote by the Pasco County Board of County Commissioners.

(c) Hospital beds, medical office, university, and community college uses may be exchanged to university, office, medical office, light industrial, community college or other corporate business park, target industry, employment center or Limited Exemption Uses.

(d) Retail use shall not be reduced, exchanged or traded off for any other approved uses in the project if it results in a reduction of the jobs to housing ratio below 1 to 1 for the specifically approved phases.

(e) Retail entitlements in the Town Center in Parcel M7 shall not be reduced unless approved by the County in conjunction with a Town Center Master Plan.

(f) Any conversion of age restricted units to non-age restricted units, or retail or office uses to residential uses, will require additional analysis of impacts on educational facilities, acceptable to the School Board, unless the School Board comments in writing that no such analysis is needed or except as otherwise provided in the Agreement with School Board attached hereto as Exhibit N.

(g) Except for the restrictions set forth above, the Master Developer may exchange/convert not greater than ten percent (10%) of the total specifically approved entitlements for any individual land use that is authorized through phase 3, but shall first notify the County and TBRPC and then shall report such conversion in the next biennial report. Notwithstanding the foregoing, the Master Developer may convert/exchange in excess of ten percent (10%) of the total specifically approved entitlements for any individual use to any Office (including medical office)/Employment Center or Town Center entitlements [see Specific condition 5.b.(2)] or other Limited Exemption entitlements subject to approval by Pasco County, and provided the Master Developer can demonstrate to the satisfaction of the County (at the time of land use exchange submittal to the County) and TBRPC that the proposed exchange does not result in a deviation greater than 2.5% in either the total entering or total exiting trip generation as approved.

(h) Except as may be provided for above in 5.c.1.g, any requested exchange that exceeds ten percent (10%) of the total specifically approved entitlements of any individual land use that is authorized through phase 3, shall require a Notice of Proposed Change (NOPC) for Wiregrass Ranch DRI. The NOPC shall include reevaluation of the approved list of transportation improvements as identified in the proportionate share table and mitigation table for each phase using the original approved traffic study data and analysis. The NOPC shall also include any additional data and analysis required by TBRPC and DEO.

(2) Land use exchange requests may only be requested by the Master Developer. The land use exchange request shall be provided to the County, with "information only" copies to the DEO and the TBRPC, for review and verification by the County that the requested land

use will be consistent with the LUEM, this DO, the Comprehensive Plan, and the MPUD Master Planned Unit Development conditions of approval. Upon such verification, which shall not be unreasonably withheld or delayed, the Planning and Growth Management Department shall submit such exchange for approval (based on the same verification criteria stated above) on the consent agenda at the next available DRC meeting which is at least fourteen (14) days from submittal to the County, DEO, and TBRPC. The use of the LUEM shall be reported in the next biennial report and if applicable shall include an updated Exhibit E.

(3) Any other amendments to the land use mix or proposed phasing schedule shall be subject to the NOPC review process as required by Section 380.06(19), Florida Statutes.

d. Water Quality and Drainage.

(1) Development of the project shall be consistent with the Level of Service (LOS) in Comprehensive Plan Policy DGR 5.1.1 and the 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 Chapters 62-25, 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, including those which prevent construction-related turbidity, as required by the regulations of Pasco County and other appropriate regulatory bodies shall be implemented. In addition, the 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 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 (ERP) or by Pasco County ordinance, whichever is most stringent.

(d) Should the Developer discover that any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the 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 Developer should advise future residents of seasonal variations within created water features and should not be perceived as lakes with constant water levels.

(g) The stormwater-management system should be designed to restore and maintain the natural hydroperiod of the on-site receiving wetlands and provide compensation for impacted floodplain areas in substantial conformance with permit requirements by appropriate agencies. The design and construction techniques listed below shall be utilized unless otherwise determined not to be required during the review process:

i. Lining stormwater ponds with clay or synthetic material if no natural clay layer exists;

ii. ensuring that ponds and swales are properly grassed;

iii. setting a maximum depth for stormwater storage;

iv. implementation of a site-specific groundwater and surface water quality monitoring system;

v. maintaining a minimum distance between pond bottoms and the top of the confining layer for the Floridan aquifer.

(h) An integrated pest management program (IPM) for the golf course and roadway buffers and common areas within residential portions of the project shall be implemented to minimize the use of fertilizers and pesticides. Commercial and Office uses and neighborhood park common areas less than 3 acres in size shall be encouraged to utilize IPM but it shall not be required.

(i) The Developer shall encourage the use of water conserving landscapes, the responsible use of water in common areas and non-residential areas, and the responsible use of water by occupants. Existing native vegetation shall be incorporated into the landscape design to the greatest extent practicable, following examples such as the Florida Yards and Neighborhoods program. Construction BMP's shall be used to prevent construction-related turbidity and erosion problems.

(j) Native plant species shall be incorporated into the landscape design.

(k) As committed, when reclaimed water becomes available to the project site, the developer or its assigns shall utilize it for all irrigation on-site where practical.

(l) Appropriate subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds, and to determine proper development scenarios to protect against sinkhole damage.

(m) Water quality sampling to collect baseline information for the Trout Creek watershed portion of the site, shall be included in the Ground Water and Surface Water Monitoring Plan (GSMP).

(n) Site development shall use techniques that minimize the impervious surface area throughout the development to the extent technically feasible.

(o) On-site stormwater wet-detention ponds shall be designed in accordance with Southwest Florida Water Management District (SWFWMD) and Pasco County standards to include littoral zones constructed on slopes no steeper than a 4:l horizontal to vertical ratio and shall be planted with or allowed to be colonized by native emergent and submergent vegetation. The Developer shall ensure, by supplemental replanting if necessary, that at least eighty (80) percent cover by native aquatic vegetation is established within the littoral zone (to include at a minimum the area between ordinary high water and ordinary low-water). At such time as SWFWMD releases the Developer from further obligation to provide certification of operation and maintenance as defined in the permit, the Developer shall be relieved of this obligation.

(3) The pre-development hydrologic/hydraulic properties of onsite and offsite wetlands shall not be adversely impacted by development, as defined by the SWFWMD rules regulating wetlands. The SWFWMD shall have review and approval authority of the stormwater design and the County shall have final review and approval authority for the stormwater design.

(4) No wetland outlet or conveyance, either natural or man-made, should be lowered in elevation, which could cause lower water levels and reduced hydroperiods. No changes to wetland outlets or conveyances should occur unless to restore artificially connected or drained wetlands to a more natural state such that historic wetland water levels and flow quantities are restored. The development activities shall not breach the clay-confining layer (aquiclude). A breach of the aquiclude shall be defined as any excavation into the confining layer that degrades the integrity of that confining layer as determined by SWFWMD or the County on a site-by-site basis. In those geographical areas of the County where there is no aquiclude present, excavation shall not proceed to within five feet of the underlying limestone which is part of a groundwater aquifer as identified by the geotechnical engineer of record and confirmed by the County and SWFWMD. It shall be assumed that excavation which exceeds either of these criteria shall constitute adverse groundwater effects. 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 Developer prior to development. At

the time the master drainage plan is submitted to the County, the Developer shall also submit the plan to Tampa Bay Water (TBW).

(5) Other infiltration techniques will be maximized, such as Low Impact Development techniques to maintain wetland hydroperiods, where practical and appropriate.

(6) Planning and development of the Project shall conform to the rules adopted by SWFWMD as amended from time to time.

(7) All drainage system components shall comply with Section 40D-4, FAC. as well as all other applicable local, State, and Federal rules and regulations.

(8) In order to protect surface water quality, stormwater exiting the site shall meet all applicable State water quality standards.

(9) Ground Water and Surface Water Monitoring Plan (GSMP)

(a) A Ground Water and Surface Water Monitoring Plan (GSMP) has been approved by Pasco County (on January 15, 2010) that includes a ground water monitoring component and a surface water monitoring component. The Developer has developed the GSMP in accordance with Rules 62-4.246, 62-522 and 62-520.600, FAC and in coordination with the Florida Department of Environmental Protection (FDEP), SWFWMD, and TBW in order to establish parameters, methodology, sampling frequency, establishment of baseline data and locations of monitoring sites. The GSMP includes a surface water component to include sampling of those stormwater discharge points exiting the site and upstream and downstream sampling points within surface water systems adjacent to the site as described in the GSMP. The Monitoring Plan shall identify, measure and report any continuous and/or long term pre- and post- development changes in water quality. The Monitoring Plan shall include the establishment of baseline conditions at points where surface water enters the property and where it exits the property as approved within the GSMP. Analysis shall include all primary drinking water standards contaminants as approved within the GSMP. If reclaimed water for irrigation purposes is used in the future, the GSMP may be amended as required for the use of reclaimed water.

(b) The GSMP was submitted to the FDEP, SWFWMD, TBW and Pasco County within 180 days of DO approval. The GSMP was approved by Pasco County and SWFWMD on January 15, 2010. The GSMP shall be instituted within 90 days of approval of the GSMP. Baseline monitoring and reporting has been completed and submitted to the Pasco County Engineering Services. Subsequent monitoring shall continue through the build-out of the project/site unless otherwise determined by Pasco County Engineering Services. Analysis and reporting shall be annual unless degradations are identified and then monthly monitoring for the degradations until such time as the degradations are corrected. Degradations are any increase in any contaminant (as defined by applicable water quality criteria) that adversely impacts human health or causes a water to become impaired. There can be no increase in any current impairment that exists as defined by the baseline data. The Developer shall comply with any existing or future state or federal water quality criteria pursuant to SWFWMD, Pasco County, FDEP and/or U.S. Environmental Protection Agency (USEPA) rules and/or Pasco County Ordinance. Should FDEP determine that Total Maximum Daily Load (TMDL) contaminants occur at levels exceeding established standards/thresholds within the Wiregrass Ranch Watershed, the Developer shall amend the GSMP to incorporate TMDL monitoring and reporting in accordance with adopted future water quality criteria/rules.

(c) The monitoring results of the GSMP shall be submitted to FDEP, SWFWMD, TBW and Pasco County at least annually, (or more often as may be required due to a compliance issue) and shall be included in the biennial report. Should the monitoring results indicate that applicable State water quality standards as required in the GSMP are not being met, the results shall be reported to FDEP, Pasco County and other appropriate regulatory bodies immediately. In the event FDEP, SWFWMD or Pasco County determines there is a violation of any State or federal water-quality standard, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected. Should an unresolved compliance issue exist at the time of project build-out completion data collection, analysis and reporting shall continue until all issues are resolved.

(d) Should the Developer wish to add new land areas to the DRI which are not subject to the GSMP in place at the time of a NOPC submittal, the developer shall update the GSMP and such update shall be submitted to the County, TBW, FDEP and SWFWMD unless FDEP or SWFWMD and the County determine that the GSMP update/revision is not necessary.

(e) The Developer shall provide updates to the Wiregrass Ranch stormwater model to Pasco County so that the County may incorporate such updates into its Trout Creek Stormwater Management Master Plans (SWMMP) as appropriate.

e. Wellfield Protection.

(1) The Developer shall comply with the Wellhead Protection Ordinance (Section 612 of the Land Development Code as amended)

(2) Appropriate subsurface investigations shall be performed prior to construction of stormwater and/or floodplain compensation ponds to determine proper development scenarios to protect against potential sinkhole damage.

(3) Should any noticeable soil slumping or sinkhole formation become evident, the 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.

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

(5) Test or foundation holes as defined in Rule 40D-3.021(8), FAC shall be drilled by an appropriately bonded, licensed test or foundation hole contractor.

(6) All existing wells which have no planned future use or attempted wells or test foundation holes shall be cement plugged by a licensed water well contractor [under SWFWMD Well Abandonment Permit(s)], or by test foundation hole contractor in accordance with Rule 40D-3.041(1), FAC.

f. Wetlands.

(1) Onsite category I, II and III wetlands classified in accordance with Policy CON 1.3.1 are generally identified on Exhibit K. At the time of preliminary plan/preliminary site plan approval for any development area, the County may decide to authorize impacts to Category I wetlands, but only in accordance with the DRI Master Roadway Plan and/or the provisions of the Objective CON 1.3 and implementing Policies, as applicable. Impacts to Category I wetlands and wetland buffering are recognized as having been approved/authorized in accordance with:

(a) Those roadway crossings identified on the Master Roadway Plan;

(b) Existing agency (SWFWMD, ACOE, FDOT or County) approvals for onsite roadways, residential, commercial or multi-use projects prior to DO issuance.

(2) Wetland protection shall be in accordance with Objective CON 1.3 and implementing Policies as well as all applicable County, State, and Federal laws, permits, rules, and regulations.

(3) Preliminary plans, preliminary site plans and construction plans for each parcel in the project shall include specific limits of wetlands pursuant to wetland delineation surveys conducted in coordination with SWFWMD and other regulatory agencies as may be applicable.

(4) Existing wetland hydroperiods, normal pool elevations, and seasonal high-water elevations shall be maintained in substantial conformance with permit requirements by appropriate jurisdictional entities.

(5) Buffering around all post development wetland areas shall comply with Policy CON 1.3.13 and implementing land development regulations. All mitigation areas and littoral shelves shall be monitored in accordance with the requirements of the appropriate permitting agency. Allowable uses within buffer areas shall include the following:

(a) In cases where a lot line abuts the 25 foot buffer, and supplemental buffer plantings are proposed/required, such plantings shall consist of native, non-invasive vegetation.

(b) Dredging or filling shall be allowed in the 25 foot buffer to accommodate drainage swales, outfall structures, grade transitioning, floodplain compensation areas, wetland mitigation areas or stormwater features, as permitted/approved by permitting agencies to the extent not inconsistent with implementing land development regulations that may be adopted.

(c) At-grade interpretive walking trails or elevated pedestrian boardwalks, as approved by the permitting agencies.

(d) All other uses shall be those uses as allowed and permitted by SWFWMD or in accordance with the Land Development Code as amended, whichever is more restrictive.

(6) The Developer has developed a coordinated wetlands mitigation plan consistent with Policy CON 1.3.8 which requires mitigation of impacts to Category I wetlands through preservation, enhancement, and/or restoration of uplands and wetlands. For the Wiregrass Ranch DRI, the identified onsite Conservation Corridor as identified in Exhibit L to this DO is inclusive of an identified regionally significant resource and is adjacent to onsite named tributaries. Therefore, wetland mitigation, in the form of onsite wetland creation and/or preservation, enhancement or restoration of onsite wetlands and/or uplands within or immediately adjacent to the Conservation Corridor shall be considered as appropriate mitigation pursuant to Policy 1.3.8 for approved impacts to Category I wetlands and shall be approved as consistent with the coordinated wetlands mitigation plan. Consistency with this plan shall be demonstrated to the Pasco County Planning & Growth Management Department and County Biologist at the time of the preliminary plan/preliminary site plan submittal for the affected area and shall be approved by the County Biologist.

(7) The Developer shall implement a management plan for Wetland H25, as contemplated by the TBRPC Final Report (Exhibit B). This management plan is included as part of the Environmental Management Plan (EMP) for the Project. This condition has been fully satisfied in the approved EMP.

(8) The Developer shall only use wetlands for water quality improvement with adequate environmental and design controls consistent with Policy CON 1.6.3 and as authorized by the SWFWMD.

g. Flood Plains/Disaster Preparedness.

(1) Development within the 100-year floodplain shall comply with section 701 of the Land Development Code. Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation plus one foot. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Elevations for roadways providing access to residential areas shall comply with the Pasco County Comprehensive Plan and Land Development Code.

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

(3) Compensation for the loss of 100-year flood storage capacity shall be provided, as approved by the appropriate permitting agencies.

h. Vegetation and Wildlife.

(1) The Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan, Rule 9J-2.041, FAC, and all applicable agency regulations regarding the protection of listed wildlife and plant species found on-site.

(2) The Developer shall conduct breeding season surveys for documented on site listed species, including Florida Sandhill Cranes, Sherman's Fox Squirrel, Wood Storks and Wading birds, within and adjacent to any parcel which contains suitable habitat (as defined through ADA surveys) and is planned for development immediately preceding or coinciding with the breeding season of these listed species. The results of the surveys shall be submitted to Pasco County Planning & Growth Management Department, Pasco County Biologist and the Florida Fish and Wildlife Conservation Commission (FFWCC) for review and approval of conditions to protect listed species and their habitat consistent with statutory and rule requirements, including Section 68A-27, F.A.C. , Rule 9J-2, F.A.C., and Policy CON 1.1.2. Such conditions if appropriate shall be incorporated into the DO at the next time the DO is amended.

(3) In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes not detected during the ADA preparation or the surveys required in Condition 5.h(2) above are discovered on-site during project development, the a Developer shall immediately notify Pasco County Planning & Growth Management Department, Pasco County Biologist, the FFWCC and/or the USFWS for review and approval of conditions to protect such species and their habitat consistent with statutory and rule requirements, including Section 68A-27, F.A.C., Rule 9J-2, F.A.C., and Policy CON 1.1.2. Such conditions shall be incorporated into the DO at the next time the DO is amended.

(4) The project site excluding the Conservation Corridor may continue to be used for agricultural activities during development, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

(5) Conservation Corridor

(a) The Developer shall provide a Conservation Corridor to include the regionally significant resource to be substantially consistent with that originally depicted on Exhibit 14-5 of the ADA (the "Conservation Corridor").

(b) The uses within the Conservation Corridor as identified on Exhibit L to this DO shall be limited to recreational and conservation education land uses, including picnic shelters and a pedestrian trail system for recreational uses, e.g., walking/jogging, cycling, and rollerblading, parking areas to access the area, observation points strategically located for wildlife viewing, interpretive signs describing native flora and fauna, and wetland mitigation, floodplain mitigation and stormwater facilities. The trails will be constructed of asphalt, concrete, wood, or other suitable material. Conservation Corridors shall be maintained for recreational purposes in perpetuity by the CDD(s), or similar entity as may be approved by Pasco County, to allow continued pedestrian access.

(c) Management and maintenance of the Conservation Corridor consistent with the Environmental Management Plan shall be the responsibility of the CDD or another entity acceptable to Pasco County and the Conservation Corridor shall be owned by the CDD or another entity acceptable to Pasco County. However, Pasco County retains the authority to assume maintenance responsibility for the Conservation Corridor. The Conservation Corridor shall be depicted as an overlay on all preliminary plan/preliminary site plan and construction plans where appropriate and any amended MPUD master plans. The Conservation Corridor shall be designated on the plat(s) as conservation area(s).

(d) Planned roadway crossings and transit alignments within the Conservation Corridor shall be consistent with crossing locations depicted on the Master Roadway

Plan and all roadway and preliminary/construction plan under review or approved prior to DO adoption.

(e) The EMP includes the design of the Conservation Corridor wildlife undercrossings. Wildlife undercrossings will be required where shown on the Master Roadway Plan and as indicated in the Project. All wildlife undercrossings will be designed to facilitate the movements of targeted species. The conceptual design for each crossing will be included in the EMP. The final design for each crossing shall be included with each respective preliminary plan/preliminary site plan. Wildlife crossings shall meet the following criteria or best available design at the time of approval by Pasco County:

i. Undercrossings shall be above seasonal high water;

ii. All undercrossings shall incorporate vegetation extending from the Wildlife undercrossing to an adjacent natural system that is designed to guide target wildlife species from the natural system thru the Wildlife undercrossing and to the adjacent natural system and provide cover for the safe hiding of small wildlife (such as rabbits, rodents, and amphibians);

iii. All undercrossings shall incorporate berms and/or fencing outward of the funnel edges near the road to discourage wildlife from crossing the roadway outside a designated crossing.

iv. Conspan designs are not acceptable for small mammal under crossings.

(f) The Developer shall also comply with Section 6 of this DO for the Conservation Corridor.

(6) Environmental Management Plan (EMP)

(a) The Developer has submitted an Environmental Management Plan for review and approval by Pasco County Planning & Growth Management Department, Pasco County Biologist, and the FFWCC. The EMP has been approved by Pasco County Planning & Growth Management Department and the Pasco County Biologist and is incorporated by reference

into the DO as Exhibit P. Implementation of the EMP shall be the responsibility of the CDD or another entity acceptable to Pasco County.

(b) The EMP is consistent with the commitments made in the review of the ADA and sufficiency responses and all items included in the Developer's Commitments section of the TBRPC Final Report concerning protection of listed and other wildlife species and their habitats and protected wetlands.

(c) The EMP includes but is not be limited to the following:

i. Protection of Category I wetlands, including Wetland H25; listed species and their habitat and Category II and III wetlands unless otherwise approved by Pasco County, SWFWMD or U.S. Army Corps of Engineers (ACOE).

ii. Special design measures to minimize secondary impacts to Category I wetlands containing listed plant species such as Blue Butterwort, Yellow Butterwort and the Pitcher Plant (Pinguicula caerulea, Pinguicula lutea, and Sarracenia minor, respectively).

iii. Management for specific listed species including but not limited to Wood Stork, Florida Sandhill Crane, Wading birds, Gopher Tortoise, Eastern Indigo snake, Sherman's Fox Squirrel and other listed species documented on-site.

iv. Provides for the regular monitoring of target wildlife populations.

v. Includes specific limits of wetlands pursuant to wetland delineation surveys to be conducted in coordination with SWFWMD, the ACOE and other regulatory agencies as may be appropriate.

vi. The EMP provides for assignment of responsibility for implementation of the EMP to a responsible entity, such as the CDD(s), or similar entity as may be approved by Pasco County.

vii. The EMP includes how nuisance and exotic species will be controlled in both the Conservation Corridor and within other proposed preservation/natural areas.

viii. Conservation Corridor

1. The EMP ensures the preservation of existing on-site native and non-invasive vegetation and plant communities within the Conservation Corridor subject to Section 5.b.

2. The EMP ensures that the Conservation Corridors remain free of structures inhibiting animal migration such as fences and buildings, unless said structure is directly related to animal movement through the corridors or roadway undercrossing systems specifically designed for use by wildlife or approved boardwalks, pedestrian trails, recreational trails, parking areas to access the area, observation points strategically located for wildlife viewing, interpretive signs describing native flora and fauna, and drainage mitigation features. All plats containing lots adjacent to conservation Corridors and the community's deed restrictions shall include specific language to ensure compliance with this condition and shall be detailed in the EMP.

3. Specific scheduling for all activities that are necessary for the management of the Conservation Corridor are included in the EMP. At a minimum, the management of the Conservation Corridor shall include maintenance, monitoring, and other activities necessary to maintain these areas in perpetuity.

4. The EMP includes the design of all wildlife crossings. Wildlife undercrossings will be required in accordance with approved Master Roadway Plan. All crossings will be designed to facilitate the movement of targeted species. The conceptual design for each crossing will be included in the EMP. The final design for each crossing shall be included with each respective preliminary plan/preliminary site plan. Wildlife crossings shall meet the following criteria at the time of approval by Pasco County:

a. Undercrossings design shall be in conformance with Pasco County standard specifications;

b. Undercrossings shall be above seasonal high water;

c. Undercrossings shall incorporate vegetation where appropriate extending from the Wildlife undercrossing to an adjacent natural system that is designed to guide target wildlife species from the natural system through the Wildlife undercrossing and to the adjacent natural system and provide cover for the safe hiding of small wildlife (such as rabbits, rodents, and amphibians);

d. Undercrossings shall incorporate berms and/or fencing outward of the tunnel edges near the road to discourage wildlife from crossing the roadway outside a designated crossing. The addition of berms or fencing shall not be required where additional wetland impact and mitigation would result.

e. Where undercrossings are not specified (Exhibit L) but protective measures are determined to be necessary to promote continuity of the Conservation Corridor, wildlife crossing signage shall be provided as recommended by the County on a case-by-case basis.

ix. The EMP shall incorporate the Audubon Signature Silver Program for the golf course to ensure that maximum habitat will be maintained while minimizing use of pesticides.

x. The EMP shall provide for assignment of responsibility for implementation of the EMP to a responsible entity, such as the CDD(s), or similar entity as may be approved by Pasco County.

xi. The EMP shall encourage conservation education for the residents and other users of the development. Details, methods, and examples of educational materials to be provided to residents and users of Wiregrass Ranch DRI shall be included and described in the EMP.

xii. A biennial progress report and an update to the EMP shall be submitted to Pasco County Planning & Growth Management Department, Pasco County Biologist, and FFWCC and shall be included in the biennial report.

(d) Strategy to address nuisance and exotic invasive plant species including removal from the project site during site development and maintenance to ensure such species do not reoccur in accordance with the EMP. Implementation of this strategy shall be the responsibility of entities such as the Home Owners Association (HOA); the CDD(s), or similar entity as may be approved by Pasco County.

(e) Within the building sites, development shall preserve existing onsite native and non-invasive vegetation and plant communities to the greatest extent practicable on a site-by-site basis.

i. Air Quality.

(1) Best Management Practices (BMP), as identified in the Application, shall be employed during site preparation and construction to minimize air quality impacts.

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

j. Land.

(1) BMP, including those identified in the Application, to reduce soil erosion and fugitive dust shall be implemented and employed during site preparation and construction to prevent wind and water-borne erosion.

(2) Within 60 days after completion of S.R. 56 construction from SR 581 to Meadow Pointe Blvd., the Developer shall provide the Pasco County Engineering Services Department, Survey Division, with one (1) pair of Global Positioning Satellite (GPS) control points with twenty-four (24) hour access. The foregoing sentence has been fully satisfied. Within 60 days after completion of Wiregrass Ranch Boulevard construction from SR 56 to SR 54, the Developer shall

provide the Pasco County Engineering Services Department, Survey Division, with one (1) pair of Global Positioning Satellite (GPS) control points with twenty-four (24) hour access. The Developer and the County Surveyor shall mutually determine the location. The 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.

k. Utilities.

(1) Water Supply and Wastewater Treatment

(a) Pasco County has determined that the Wiregrass Ranch DRI is within the County service area and that the County intends to serve the Wiregrass Ranch DRI.

(b) Pasco County has determined that capacity exists subject to the County receiving all the necessary permits and approvals to implement and construct the planned system improvements and plan expansions needed to serve the development, 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 Developer shall construct all water and wastewater facilities within the development to Pasco County standards in effect when construction drawings are approved by the Pasco County Utilities Services Branch (PCUSB).

(c) The Developer shall provide the PCUSB with a master water and wastewater utility plan prior to the first preliminary plan/preliminary site plan approval for any entitlements beyond those approved prior to the DO adoption, i.e., the Pulte S.R. 56 MPUD, or C-2 zonings.

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

(e) 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. Water conservation educational materials shall be distributed to all homeowners, other landowners, and businesses.

(f) The project shall utilize the lowest quality water reasonably available, suitable, and appropriate for a particular use.

(g) The use and potential use of reclaimed water shall be maximized where available and practicable as determined by the PCUSB.

(h) Separate lines for irrigation shall be installed in the development during construction unless otherwise established in the Utility Services Agreement with the County. Reuse connections shall also be metered when they occur.

(i) Local water resources are very limited and to the maximum extent practical, the Developer shall minimize water demand. Water saving fixtures shall be required in the project as mandated by the Florida Water Conservation Act (Section 553.14, F.S). The Developer shall comply with Section 603, Land Development Code. The Developer shall encourage 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 used.

iii. Water meters on all irrigation systems

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

(k) 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.

(l) No septic tanks shall be installed on the Wiregrass Ranch DRI site. For the temporary disposal of sewage or wastewater from temporary construction trailers during the interim period before central sewer is installed, the Developer shall comply with the applicable Florida Department of Health and DEP regulations. These temporary measures shall be abandoned when central sewer becomes available.

(2) Water Rights and Water Use Permits. In consideration of Pasco County's agreement to provide potable water service to Wiregrass Ranch DRI, the Developer and its successors and assigns agree to the following:

(a) In the event of production failure or shortfall by TBW, as set forth in Section 3.1 9 of the Interlocal Agreement creating TBW, the Developer, regardless of the permitted use, shall grant Pasco County access to, and shall cooperate with the County in the allocation of water generated within the project pursuant to any and all Water Use Permits or water use rights the Developer may have to use or consume surface or ground water within Pasco County.

(b) Prior to the Developer releasing, transferring, or selling any water or Water Use Permits or water use rights, the Developer shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water or Water Use Permits or water use rights.

(3) Solid/Hazardous/Biohazardous Waste and Recycling

(a) 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 and operation of the project shall not cause the LOS for solid-waste collection/disposal to fall below the acceptable LOS established in the

Comprehensive Plan. Documentation of adequate disposal capacity, including assurance of adequate hazardous/biohazardous waste and material disposal to service the project, shall be obtained from Pasco County or other appropriate entities.

(c) With the exception of the hospital, it is not anticipated that hazardous or toxic waste will be generated by the project. The 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 was submitted prior to December 31, 2008, and shall be approved by PCUSB to maximize solid-waste recycling for all types of development within the Wiregrass Ranch DRI. A monitoring report updating the implementation and progress of such recycling plan shall be submitted to the PCUSB by the Developer, HOA, CDD, or other entity approved by the PCUSB and shall also be included in the biennial report.

(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.

I. Energy.

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

(2) All Wiregrass Ranch DRI tenants, businesses, and residents in the project shall be encouraged to:

(a) Use energy alternatives, such as solar energy. waste-heat recovery, and cogeneration.

(b) Use landscaping, building orientation, and building construction and design to reduce heat gain.

(c) Institute programs to promote energy conservation by employees, buyers, suppliers, and the public.

(d) Institute recycling programs.

(e) Reduce levels of operation of all air conditioning, heating, and lighting levels during nonbusiness hours.

m. Transportation.

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 Exhibit I (Transportation Mitigation Table) attached hereto.

(1) Proportionate Share and Mitigation Alternatives.

The Developer's proportionate-share mitigation dollar amount for Phases 1 through 3 of Wiregrass Ranch DRI is Three Hundred Eighty-Two Million, Five Hundred Eleven Thousand, Three Hundred Fifteen and 00/100 Dollars ($382,511,315.00) in June 2009 Dollars (the "Proportionate Share") as provided in Exhibit H. The Developer shall mitigate for the proportionate share traffic impacts of the development through the mitigative measures as set forth on Exhibit I. The Developer's compliance with this DO shall satisfy the Developer's Proportionate Share, and transportation concurrency obligations through March 1, 2026 for Phases 1 through 3, subject to any extensions granted by the County or pursuant to applicable laws. For any entitlement within subphase 1C (as further described in Exhibit I), a per trip fee payment in the amount required in Section 5(v) of Exhibit I shall be required (Phase 1C Per Trip Fee). The Phase 1C Per Trip Fee shall be based on the trips generated by the applicable entitlement using the trip generation rates in the attached LUEM (Exhibit F). The Phase 1C Per Trip Fee shall follow the procedure set forth in Exhibit I.

(2) Development Agreement

The County and Developer shall enter into a development agreement (DA) which shall be approved no later than one (1) year after the Effective Date of this DO Amendment. Such DA shall set forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the remaining Pipeline Projects in Exhibit I. The DA shall be prepared consistent with Exhibits H and I. In addition, the DA shall also contain: (a) the agreed schedule for the required Pipeline Projects to ensure such Pipeline Projects are expeditiously constructed; (b) a requirement that if the Developer should fail to adhere to the schedule in the DA, then no further Building Permits or development approvals shall be issued until the Pipeline Projects obligations have been recommenced to the satisfaction of Pasco County; (c) provisions for assistance from Pasco County in the acquisition of right-of-way, for the Pipeline Projects as needed; (d) requirements for financial performance guarantees to be provided by the Developer to ensure that the Pipeline Projects will be completed in accordance with the applicable schedule; (e) provisions addressing the required payment of transportation impact or mobility fees, transportation impact or mobility fee credits, and any required cash mitigation payments; (f) insurance and indemnification requirements; and (g) other provisions as deemed appropriate by Pasco County. Changes to the DA which materially affect the requirements in Exhibit I, or which remove any condition required by Rule 73C-40.045, FAC, shall be amended in the DO through the NOPC process pursuant to Chapter 380, Florida Statutes. All other amendments to the DA shall not require an NOPC or DO amendment.

(3) All access and intersection improvements, number of access points, spacing, and geometry of access points shown on page 1 of 2 of Exhibit J (Site Access/Intersection Improvements) attached hereto are conceptual and may be revised or modified subject to compliance with the provisions of Pasco County's and the FDOT's access-management regulations. Each parcel developer shall be responsible for construction of the applicable access improvements shown on Exhibit J unless otherwise approved by the County prior to or concurrent with construction of infrastructure improvements to serve the portions of the project necessitating such improvements as

determined by the County at the time of preliminary plan/preliminary site plan approval and/or at the time of issuance of access permits for the project, except where the DA provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the County may also require further site access/site-related intersection improvements and site access/site-related improvements. The need and analysis for turn lanes, traffic signals, turn lane lengths, and other site access/site related improvements shall also consider future DRI and non-DRI traffic that will utilize the same site access/site related improvements. Except where specifically allowed pursuant to the DA or this DO or another County development approval or permit, these improvements are not creditable against the proportionate-share dollar amount or against the Pasco County Transportation Impact Fee or Mobility Fee requirements of the development.

(4) Trip Generation Monitoring.

(a) Eighteen (18) months following construction plan approval for vertical construction of fifty (50) percent of the 11,381 p.m. peak-hour project trip generation (pursuant to Phase 1 as of September 7, 2010), or prior to construction plan approval for vertical construction of sixty-five (65) percent of the 11,381 p.m. peak-hour project trip generation (pursuant to Phase 1 as of September 7, 2010), or March 1, 2021, whichever occurs first, 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 build-out. 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.

(b) 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 the perimeter boundary of Wiregrass Ranch DRI. 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 net external trips, diverted trips, pass-by trips, and diverted pass-by trips. In the

original analysis for Phase I, the total pm peak-hour project trips at the project entrance driveways was estimated to be 10,288 (5,287 inbound and 5,001 outbound), which included 968 internal capture and 648 pass-by trips. In the original analysis for Phases I and II (cumulative), the total pm peak-hour project trips at the project entrance driveways was estimated to be 17,581 (9,131 inbound and 8,450 outbound), which included 2,670 internal capture and 690 pass-by trips. In the original analysis for Phases I, II, and III (cumulative), the total pm peak-hour project trips at the project entrance driveways was estimated to be 19,818 (10,077 inbound and 9,741 outbound), which included 3,428 internal capture and 786 pass-by trips. For purposes of this monitoring program, the original analysis' estimated total pm peak-hour project trips at the project entrance driveways (inbound and outbound), which include internal capture and pass-by trips, shall be adjusted for any entitlements moved from one phase to another phase.

(c) If monitoring results demonstrate that the project is generating more than two and one-half (2.5) percent above the number of trips estimated in the original analysis (as adjusted for any entitlements moved from one phase to another phase) 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), Florida Statutes, and may amend the DO to require additional roadway improvements. Any required transportation analysis shall be subject to review by all appropriate review entities.

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

(5) Public Transit.

The Developer shall comply with applicable County and Pasco County Public Transportation Department (PCPT) requirements to accommodate mass transit service to and within the project. In addition, the County and Developer shall enter into an agreement which shall be approved by the Board of County Commissioners prior to any preliminary plan/preliminary site plan approval within Parcel M7. The agreement shall set forth the terms and conditions governing the

dedication and construction of public transit easements and amenities within the project including but not limited to: (a) ingress and egress route(s) for buses; (b) bus stop amenities to service the project, such as benches, bicycle racks, shelters, lighting, pedestrian walkways, and landscaping; (c) locations for bus stop pads along both sides (within the right of way) of all major roadways and frontage roadways at appropriate intervals as shown on the Wiregrass Ranch Master Roadway Plan (MRP) and along such roadways at major activity locations, such as high school, town center, employment center, and major commercial development areas, unless otherwise approved by PCPT, the DRC, or the Board of County Commissioners. For purposes of this requirement major roadways shall include those roadways shown on the MRP that have not received construction plan approval or 100 percent design approval as of the adoption date of this DO. Major roadways and frontage roadways (as defined above) shall be designed and constructed to accommodate bus stop amenities without retrofit to existing roadway cross section improvements (i.e., sidewalk, landscaping, drainage, etc) at the time when installation of bus stop amenities is required by PCPT. The Developer shall incur the cost for purchase, installation and maintenance of all shelters and accompanying concrete pads as required by the PCPT, DRC or the Board of County Commissioners. Transit amenities within the Traditional Neighborhood Development Town Center shall be reviewed for conformance with LDC 800 at the time of preliminary plan/preliminary site plan review and approval for Parcel M7. Preliminary and construction plan submittals/approvals for Parcel M7, and for all major roadways and frontage roadways (as defined above) shall satisfy the foregoing requirements. The Developer will be eligible for credits for any land areas dedicated for transit in accordance with the County's mobility fee regulations and the Development Agreement.. The Developer and/or their successors agree to maintain the transit accommodations facilities on privately maintained roadways and property in good working condition as determined by PCPT. The Developer and their successors shall not refuse PCPT or any other transit authority, or any of their users/patrons, access to such facilities.

(6) Transportation Demand Management (TDM Program).

In the first year following the completion of development in Phase 1, the Developer shall initiate a TDM Program to seek to divert vehicle trips from the p.m. peak-hour. The TDM Program shall include a biennial assessment of the actual achievement of trips diverted from the p.m. peak-hour as a result of the program using a methodology approved by Pasco County. Results of the TDM Program shall be included in each biennial report. If the County approved methodology is utilized, the Developer shall be entitled to a credit for any documented trips diverted from the p.m. peak-hour as a result of the TDM program in any future traffic analysis or monitoring requirement for the DRI.

(7) Master Roadway Plan (MRP).

The Developer has obtained approval of a MRP which includes, subject to any approved variances or alternative standards, right-of-way widths (including right-of-way widths consistent with the Comprehensive Plan Corridor Preservation Table), roadway cross sections, number of lanes, intersection geometry, construction phasing, design speed, internal access points, bus stop pads, and alignment for all major County collector and arterial roadways within or adjacent to the DRI and not required by the Wiregrass Transportation Mitigation Table and Development Agreement. The MRP has demonstrated compliance with the County's collector and arterial design and spacing standards of the LDC, subject to any approved variances or alternative standards.

n. Educational Facilities.

(1) The Developer shall comply with the terms of the School Impact Fee Ordinance No. 01-06, adopted February 27, 2001, as amended.

(2) The development of the Wiregrass Ranch DRI will generate the need for educational facilities. The Applicant/Owner and the Pasco County School Board (School Board) have determined that there will be a need for one (1) high school site, one (1) middle school site, and up to four (4) elementary school sites. On March 2, 2004, the Applicant/Owner and the School Board entered into an Agreement intended to identify and address the school site needs described herein. This Agreement, as currently constituted and as it may be amended, is an enforceable obligation of

the Developer. The Agreement provides for the conveyance of the school sites described herein and directs the Developer to provide road access and utility facilities to each school site. The Agreement with the School Board is hereby incorporated by reference into and made part of this DO as Exhibit N. The on and off-site infrastructure needed for the school sites in the Project shall be the responsibility of the Developer and/or School Board pursuant to the foregoing Agreement, or the responsibility of the School Board to the extent such infrastructure needs are not addressed in the foregoing Agreement. Pasco County shall not have any responsibility for the on and off-site infrastructure needed for the school sites in the Project pursuant to any existing interlocal agreements between the School Board and Pasco County, except to the extent Pasco County has specifically agreed to be responsible for the Project infrastructure as a whole in this DO or is otherwise required to provide such infrastructure pursuant to state law. The Developer is not entitled to school impact fee credits for the parcels purchased by the School Board.

(3) As of the date of this DO Amendment, the School Board has purchased one (1) high school, one (1) middle school, and one (1) elementary school, and educational facilities have already been constructed on the high school and middle school parcels. The Developer and School Board have identified parcels for three (3) elementary schools. The parcels are shown as Vl, V2, and V3 on Map H. Parcel V1 is owned by the School Board. The location of the fourth elementary school parcel has not been determined as of the date of adoption of this DO. The Developer and School Board anticipate that this parcel will be selected at a later date, pursuant to the Agreement, if the School Board determines such site is necessary. The Developer and the School Board have agreed that each parcel will be provided road access and utility service to the parcel boundary by the Developer. Based upon the foregoing, it is a condition of this DO that Pasco County shall not, without prior written agreement of the School Board, approve amendments to this DO or Map H which would cause or require the relocation or realignment of the road network depicted on Map H so as to either: (i) restrict or eliminate the required public road access to the school parcels selected by the School Board, or (ii) create an unsafe condition for the school sites which contravenes

acceptable access management standards. This provision applies to public access serving the fourth elementary school once the location of said parcel is determined by the Developer and the School Board.

o. Recreation and Open Space.

(1) The Developer shall comply with the provisions of Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, adopted by the Board of County Commissioners on January 29, 2002, and the Neighborhood Parks Ordinance, No. 02-26, as amended, subject to any variances granted under the ordinance. The Developer shall co-locate any required Neighborhood Parks with the Elementary School site V3 and the potential 4th elementary school site, if required, described in Section 5(n) unless (1) the approval of preliminary plans adjacent to the school sites prior to the DRI approval prevent such co-location, or (2) the Developer provides evidence acceptable to the DRC demonstrating that LDC requirements or other governmental agency requirements prevent such co-location, or (3) the School is already collocated with a District or Community Park.

(2) Within 90 days of written request by Pasco County, the Developer shall convey to Pasco County without compensation other than impact fee credits the following:

(a) A District Park Site comprising 80 contiguous, upland developable acres as depicted on Map H, with access from Mansfield Boulevard. The specific location and configuration of the site shall be acceptable to the Parks and Recreation Department and the Developer. The request for the District Park Site will be made no earlier than March 3, 2019 unless otherwise agreed to by the Master Developer. As an alternative, the Developer may provide a District Park Site elsewhere within the DRI or at a site outside of the DRI that is reasonably proximate to the DRI subject to approval by the Board of County Commissioners.

(b) A Community Park Site comprising 16 contiguous, upland developable acres in Parcel M4A or another mutually acceptable location on DRI Map H, adjacent to the 24-acre Tennis Stadium site which already is subject to a Donation Agreement between the Applicant/Owner and Pasco County (which will therefore provide a 40-acre Community Park site,

inclusive of the Tennis Center). The specific location and configuration of the site shall be acceptable to the Parks and Recreation Department and the Developer. The 16 acres of the Community Park may include future right of way required by the county collector road system as required within the MRP. As an alternative, the Developer may provide a forty (40) acre Community Park Site elsewhere within the DRI subject to approval by the BCC and contingent upon the County deeding the twenty-four (24) acre tennis stadium site back to the Developer, subject to compliance with applicable law.

(3) The Developer shall receive credits in accordance with the land portion of the Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, as amended, for the District Park Site and the 16-acre Community Park Site (but not for the 24acre Tennis Center site which was donated to the County). The Developer shall receive impact fee credit against the land portion of the parks and recreation impact fee for the foregoing conveyances in the amount of Twenty Five Thousand and 00/100 Dollars ($25,000) per upland developable acre actually conveyed to Pasco County. Park Impact Fee Credits shall not begin to accrue until such conveyance is complete. All conveyances pursuant to this section shall be in accordance with Section 5(t)(3) of this DO. These requirements shall not affect any obligations of the Project relating to payment of applicable Parks and Recreation Impact fees if no credit is available pursuant to this Section 5.o and the Parks and Recreation Impact Fee Ordinance. Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required contiguous, developable, upland acres, unless such areas are usable in accordance with Section 5(f)(5) of this DO.

(4) If a roadway conveyance or any park site conveyance creates a strip of land between the proposed access roads and the park site, the Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to Pasco County.

(5) The Developer shall provide all off-site infrastructure, including but not limited to, access roads, intersection improvements, stormwater drainage, and utilities (including but not limited to water, sewer, electric, cable and telephone) to the proposed entrance to the park sites, and all such connections shall be brought to the physical boundaries of said site such that no

additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to final plat or construction plan approval of fifty (50) percent of the specifically approved residential entitlements of the DRI or March 2, 2024, whichever comes first. In addition, if required to meet the minimum upland, developable acreage requirements for a park, the Developer shall convert to upland and mitigate for any isolated wetlands located within the park boundaries and designated for impacts on the park site location approval, prior to final plat or construction plan approval of fifty (50) percent of the specifically approved residential entitlements of the DRI or March 2, 2024, whichever comes first. To the extent necessary, Pasco County shall provide all necessary consents, easements, approvals, or other permit applications requested by the Developer that are necessary to provide such roads, utilities, and mitigation. Pursuant to Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, as amended, the Developer may enter into an agreement with Pasco County for park facility, construction and improvements. Credits/offsets against the facilities portion of the Parks and Recreation Impact Fee shall be granted pursuant to Section 3.04 of the Parks and Recreation Impact Fee Ordinance No. 02-03, subject to the Board entering into a separate written agreement with the Developer for the provision of such facilities within the District or Community park site.

p. Fire/Police/Libraries/General Government Services.

(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 Developer shall pay applicable impact fees for libraries, fire/emergency medical services (EMS), law enforcement and general government services buildings, subject to impact fee credits as provided for herein and applicable impact fee ordinances.

(2) The Developer shall convey to the County without compensation other than impact fee credit, three (3) sites for (i) a general government service center, (ii) fire/EMS facility, and (iii) sheriff substation in one or more of the following parcels (unless the Developer and County otherwise agree in writing): M7, M15, M4B or M6 of Map H. The specific location of each site shall be

identified and agreed to by Pasco County and the Developer no later than the approval of the master plan for the Town Center in Parcel M7 by Pasco County. In addition, if Pasco County has not agreed to the specific location for each site prior to preliminary plan/preliminary site plan submittals for Parcels M15, M4B, M6, the Developer shall consult with the County Administrator, or his designee, regarding the location of the foregoing sites, and provide written evidence of the results of such consultation with the preliminary plan/preliminary site plan submittals for Parcels M15, M4B, and M6. If Pasco County has agreed to locate any of the foregoing sites within any of the foregoing parcels, the preliminary plan/preliminary site plan submittal for such parcel shall depict the location, size and required infrastructure for such site. The fire/EMS site will be a maximum of 2 upland developable acres, and the sheriff substation will be a maximum of 1 upland developable acre (the County may agree to less acreage depending on the exact location and developer accommodation of parking, drainage/floodplain mitigation, etc.). The government services center site must be large enough to accommodate a 25,000 square foot building footprint for a 3-story building (total of 75,000 square feet) including sufficient parking, drainage/floodplain mitigation areas, etc., to accommodate such a building. Part of the government services center building may include a library. Subject to Pasco County and Sherriff's Office approval, the fire/EMS site and sheriff substation site may be combined into one site. Within 90 days of written request by Pasco County, each site, as applicable, shall be conveyed to the County and the Developer shall provide the County a legal description, sketch, and all other conveyance documents as required by the County for such site. The conveyances shall be deed-restricted to the foregoing governmental purposes. The Developer shall provide all off-site infrastructure, including but not limited to, access roads, intersection improvements, and utilities (including but not limited to water, sewer, electric, cable and telephone) to the proposed entrance to each site, and all such connections shall be brought to the physical boundaries of such site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to approval of the first record plat or construction plan approval of fifty percent (50%) of the specifically approved residential entitlements in the DRI or as necessary to serve

adjacent development or development within the Town Center. Except as set forth in this paragraph, the Developer shall not have any concurrency obligation(s) or DRI traffic mitigation obligations for such sites. If sufficient office entitlements are added pursuant to Section 4.a(5), the Developer shall allocate 75,000 square feet of office entitlements for a government services building, and Pasco County shall be responsible for any and all transportation proportionate share and mitigation, impact fees or mobility fees, and other mitigation and/or contribution of funds, land or facilities reasonably attributable to such entitlements; provided, however, the County reserves the right to exempt such entitlements from any such requirements that are imposed or enforced solely by the County, except for access management, stormwater, and utility requirements for which waiver could adversely affect any other development within the DRI.

(3) In addition, the Developer shall mitigate any isolated wetlands located within each site's boundaries, if required to accommodate the improvements, prior to approval of the first record plat or construction plan approval of fifty percent (50%) of the specifically approved residential entitlements in the DRI or as necessary to serve adjacent development or development within the Town Center. To the extent necessary, Pasco County shall provide all necessary consents, easements, approvals, or other permit applications requested by Developer that are necessary for Developer to provide such roads, utilities, and mitigation. All conveyances shall be in a form acceptable to the County, free and clear of all liens, exempt from assessments and architectural/design requirements and/or design approval of all special districts, and exempt from all covenants and deed restrictions, except the specified public use.

(4) If a roadway conveyance adjacent to any of the foregoing site conveyances creates a strip of land between the proposed access road(s) and such site, the Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to Pasco County, to ensure road access to the site.

(5) Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required acreages for the foregoing conveyances, unless such areas are usable in accordance with Section 5(f)(5) of this DO.

(6) The Developer shall receive impact fee credit against the land portion of each applicable existing impact fee ordinance for the foregoing conveyances in the amount of 115% of the County Property Appraiser's land value at the time of conveyance. Impact fee credits for all applicable impact fee ordinances shall not begin to accrue until such conveyance is complete. Credits for sites containing more than one public facility (i.e. fire/EMS and law enforcement) shall be prorated based on the percentage of the site occupied by each creditable public facility determined by the County Administrator or his designee.

(7) Wiregrass Ranch 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

(8) The 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 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. The Developer shall comply as applicable with the Pasco County Hurricane Mitigation for New Development in the Hurricane Vulnerability Zone (HVZ) and For New Mobile Homes Ordinance, No. 04-42, adopted September 21, 2004.

r. Affordable Housing.

(1) With respect to the various buildings actually constructed within Phases 1 through 4 of Wiregrass Ranch DRI, the following cash mitigation payments shall be required to voluntarily address the affordable housing needs of the County:

$100 per single family residential unit

$80 per multi-family residential unit

$0.35 per gross square foot of retail space

$0.25 per gross square foot of office space

No cash mitigation shall be required for affordable housing units provided in accordance with subsection r.(4) or r.(8).

(2) The cash mitigation payments shall be made prior to issuance of the certificate of occupancy as to each residential unit, and at the time of issuance of the final building permit for the tenant/occupant's interior build-out improvements as to all retail and office space.

(3) The cash mitigation payments shall be placed into a designated County special revenue fund for "Wiregrass Ranch DRI Affordable Housing Mitigation Fund" for a period of not less than three (3) years after final approval of this Development Order, pending the potential approval of one (1) or more "on-site" affordable housing programs as set forth below. At the end of said three (3) year period, Pasco County may utilize the then-existing special revenue fund and any future cash mitigation payments, in its discretion within its affordable housing program(s), if no such "on-site" program has been proposed and approved for the Project.

(4) In lieu of the cash mitigation payments required above, either in whole or in part, Wiregrass Ranch DRI may propose for TBRPC and Pasco County approval, one (1) or more "on-site" affordable housing programs to satisfy such obligation by one (1) or more of the following types of programs; provision of affordable rental or for-sale housing; provision of land for other affordable housing programs: provision of affordable rental or purchase subsidy assistance; provision of down payment, closing cost or other acquisition cost assistance; provision of financial

assistance; or other affordable housing assistance deemed appropriate and suitable, in whole or in part, by TBRPC and Pasco County. If one or more such "on-site" programs are approved, then the funds in the mitigation special revenue fund above, shall be utilized for such program(s).

(5) This Section r. shall not apply to any building structure within Wiregrass DRI that has been issued a final certificate of occupancy (CO) as of the date of approval of this Development Order.

(6) The terms "affordable" or "affordable price" for purposes of subsection r. (4) above, shall mean a price that is affordable to a family with a median income that does not exceed one hundred twenty (120) percent of the median income for the Tampa-St. Petersburg-Clearwater Standard Metropolitan Statistical Area (SMSA). For a housing unit to qualify as "affordable," the housing unit, or the larger development that includes the housing unit, must be designated as affordable by Pasco County's Community Development Manager consistent with the foregoing definition and applicable federal, state and local income and expense criteria for affordable housing, and the housing unit must be sold to a family that satisfies the foregoing income criteria, as determined by the County Community Development Manager.

(7) Pasco County will proceed diligently and in good faith with development of an ordinance to adopt mandatory affordable housing requirements throughout its jurisdiction, including DRI level and sub-DRI level development projects, and to apply substantially consistent requirements as set forth herein for Wiregrass DRI to all other pending or future DRI projects within Pasco County, Florida, on a non-discriminatory basis. If the County adopts affordable housing requirements and the required contributions are higher than the contributions required in the development order, development within the Wiregrass DRI that (i) has not already paid the contribution amounts set forth in subsection r.(2) above, or (ii) has not been mitigated for pursuant to subsection r.(4) above or r.(8) below, or (iii) is not otherwise exempt pursuant to the County affordable housing ordinance, shall thereafter pay the higher ordinance amount instead of the cash mitigation requirements in subsection r.(1).

(8) Without limiting programs which may be approved pursuant to subsection r.(4) above, the developer may satisfy such obligations, and receive credits against the required payments as follows:

(a) Assumable Equity Mortgage for Affordable Units Provided On-Site.

i. Any entity within the Wiregrass Ranch DRI that sells a housing unit at an affordable price with an assumable equity mortgage satisfying the requirements of this subsection shall be entitled to a credit against the required cash mitigation requirement at the time the assumable equity mortgage is assigned to, and accepted by, Pasco County. An assumable equity mortgage is a mortgage equivalent to the difference in value between the affordable price for the housing unit and the appraised market price for the housing unit at the time it is sold, and provided to the seller of the housing unit in consideration for the seller agreeing to sell the housing unit at a reduced affordable price, which is sometimes referred to as an equity mortgage. To qualify for a credit against the required affordable housing cash payment, the assumable equity mortgage must: (a) be a recorded assignable and assumable first or second mortgage on the property, (b) require repayment at closing in the event the housing unit is resold at a price that is not affordable, (c) have a value that is no less the value of the credit for one housing unit, as calculated pursuant to the formula set forth below and (d) is sold to a household that earns less than 120% of the adjusted median income for the Tampa-St. Petersburg-Clearwater SMSA. In the event of a repayment of an assumable equity mortgage, the County shall utilize the repayment proceeds in accordance with subsection r.(3).

ii. Unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for a different credit amount, the amount of the credit for each assumable equity mortgage assigned to the County shall be determined in accordance with the following formula: ([$100* specifically approved single family units]+[$80*specifically approved multi-family units]+[$.35*specifically approved retail square footage]+[$.25*specifically approved office

square footage])/($.10*specifically approved total dwellings for the project). For example, if the Wiregrass Ranch DRI is specifically approved for the following entitlements: 8,500 single family units, 4,000 multi-family units, 2,740,000 square feet of retail, and 1,200,000 square feet of office, the amount of the credit for each assumable equity mortgage assigned to the County would be $1,943.00, computed as follows:

([8500*$100]+[4000*$80]+[2,740,000'$.35]+[1,200,000*$.25]/(12,500*.1)=$1,943

(b) Donation or Reduced Sale of Land or Lots to a County Sponsored Affordable Housing Non-Profit.

i. Any entity within the Wiregrass Ranch DRI that donates, or sells for a reduced price, land or lots to a County sponsored affordable housing non-profit corporation to construct affordable housing units ("Non-Profit") shall be entitled to a credit against the required cash mitigation requirement at the time the land or lot is conveyed to the Non-Profit, and the value and unit yield of the land or lot(s) is confirmed in writing by the Pasco County Community Development Manager consistent with the credit calculation set forth below. To be eligible for credit, the land or lots conveyed to the Non-Profit must be acceptable to the County Community Development Manager.

ii. Unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for a different credit amount, the amount of the credit for land or lots donated, or sold for a reduced price, to a Non-Profit shall be the actual appraised market value of the land or lots conveyed less the price paid by the Non-Profit, not to exceed $30,000 per lot. In the event the conveyance involves land for more than one lot, or more than one dwelling unit can be built on the land conveyed, the maximum credit shall be $30,000 multiplied times the maximum number of units that can be built on the property pursuant to applicable DRI, Comprehensive Plan, zoning and land development code requirements (as determined by the County Community Development Manager after consultation with the County Development Director).

iii. Credits shall be issued to the entity that either (1) assigns the assumable equity mortgage in accordance with subsection r.(8)(a), or (2) donates or sells for a reduced price the land or lots in accordance with subsection r.(8)(b). Credits shall be issued by the County Community Development Manager. Credits, once established and issued, are assignable in accordance with the procedures set forth in the Transportation Impact Fee Ordinance. Credits are only assignable within the Wiregrass Ranch DRI, unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for assignment of credits to developments outside the Wiregrass Ranch DRI. Development in the Wiregrass Ranch DRI shall make the cash payments set forth in subsections r.(l) or r.(7) whenever it does not have County approved credits pursuant subsection r.(8) sufficient to cover the required cash payments when they are due. Cash payments and credits may only be used to satisfy the affordable housing obligations set forth in this subsection r., and are not refundable or eligible for exchange for cash from the County, except to the extent the County-wide affordable housing ordinance discussed in subsection r.(7) allows for refunds.

s. Historical and Archaeological.

Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Division of Historical Resources, and Pasco County to either protect and preserve the site(s) in place or to mitigate any adverse impacts consistent with the requirements in Rule 73C-40.043, FAC. This DO shall be amended to incorporate any required mitigation consistent with Rule 1A-46, FAC. If any significant resources are found, a Certificate of Appropriateness must be obtained from Pasco County pursuant to requirements of the Land Development Code.

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 Developer in accordance with the Rule 73C-40.0252, FAC.

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

(3) All conveyance(s) required pursuant to this DO shall be in a form acceptable to the Pasco County Real Estate Division, free and clear of all liens, excluded from the assessments of all special districts, and exempt from all covenants and deed restrictions.

(4) If there is an internal conflict between provision(s) of this DO, then the more stringent provision(s) shall prevail.

(5) 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 Developer shall be required to pay the fees from the point of such adoption, forward, subject to applicable credits, in accordance with the terms of the ordinance(s) or resolution(s).

(6) Should development significantly depart from the parameters set forth in the Application 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, Florida Statutes.

(7) Approval of Wiregrass Ranch DRI shall, at minimum, satisfy the provisions of Subsection 380.06(15), Florida Statutes, and the following provisions of the FAC, Rule 73C-40.041, Listed Plant and Wildlife Resources Uniform Standard Rule; Rule 73C-40.044, Hazardous Material Usage, Potable Water, Wastewater, and Solid Waste Facilities Uniform Standard Rule; Rule 73C-40.043, Archaeological and Historical Resources Uniform Standard Rule; Rule 73C-

40.045, Transportation Uniform Standard Rule; and 73C-40.048, Adequate Housing Uniform Standard Rule.

(8) 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.

u. Procedures.

(1) Biennial Reports.

(a) Monitoring of Wiregrass Ranch DRI by the County shall be the responsibility of the County Administrator or his designee.

(b) The Developer shall provide a biennial report on the required form to the Pasco County Planning & Growth Management Department, the TBRPC, and the DEO on the two (2) year anniversary date of final adoption of the Original DO as amended by the DO Amendment on October 9, 2007 and every two (2) years thereafter during the term of this DO. The contents of the biennial report shall meet the requirements of Section 380.06(18), Florida Statutes, and Section 73C-40.025(7) FAC, and shall include all additional data and information, as required in this DO.

(c) If the biennial report is not submitted within sixty (60) days after the due date, Pasco County shall notify the 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), Florida Statutes, as amended, until a public hearing has been held pursuant to Section 380.06(19), Florida Statutes, as amended, to determine if a substantial deviation has occurred.

(d) In addition to the required elements of the biennial report, the Developer shall include:

i. The cumulative number of units developed through the land use tradeoff mechanism.

ii. 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.

iii. A synopsis of all DRI and zoning amendments.

iv. A synopsis of ownership (major parcels).

v. A list of DRI/DO conditions of approval and whether the Developer has met the conditions.

vi. All applicable monitoring reports as identified in this DO for ground water, storm water, transportation, and environmental issues.

vii. An updated Entitlements Tracking Chart, if applicable.

(2) Amendments/Substantial Deviations.

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

(3) Notice of Adoption.

(a) A Notice of Adoption of this resolution shall be filed and recorded in the Public Records of Pasco County, Florida, in accordance with Section 380.06(15)(f), Florida Statutes, as amended.

(b) The Clerk of the Board of County Commissioners shall return five (5) signed and certified copies of this DO, the Notice of Adoption and an additional original executed Notice of Adoption to the Pasco County Planning & Growth Management Department. The

Pasco County Planning & Growth Management Department shall then send copies of each document to the DEO, TBRPC, and to attorneys of record in these proceedings.

(c) The DO shall be deemed rendered upon transmittal of copies to all recipients identified in Chapter 380.06, Florida Statutes.

(4) Severability.

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

of a third party challenge, the Applicant/Developer shall cooperate with the County to amend this resolution to address the portion which has been declared invalid or illegal.

DONE AND RESOLVED this 5th day of February, 2013

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

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

TED SCHRADER, CHAIRMAN

APPROVED
IN SESSION
FEB 5 2013
PASCO COUNTY
BCC

EXHIBITS

A. Application* (ADA and Sufficiency Responses)

B. TBRPC DRI Final Report* and NOPC Report

C. Legal Description

D. Developer's Commitments

E. Entitlements Tracking Chart

F. Land Use Equivalency Matrix

G. Map H – Master Plan

H. Proportionate Share Calculation

I. Wiregrass Ranch DRI Transportation Mitigation Table

J. Site Access/Intersections

K. Wetlands Categorization Map

L. Conservation Corridor

M. Settlement Agreement with Pasco County and FDOT dated December 22, 2006*

N. Agreement with School Board

O. Agreement with Florida Department of Community Affairs dated October 8, 2004*

P. Environmental Management Plan*

Q. Assignment of DRI Entitlements by Master Developer (as of September 7, 2010)

*Incorporated by reference only

EXHIBIT A

WIREGRASS RANCH DRI NO. 260

APPLICATION FOR DEVELOPMENT APPROVAL AND SUFFICIENCY RESPONSES*
&
NOTICE OF PROPOSED CHANGE APPLICATION*

***INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND DEVELOPMENT DEPARTMENT**

EXHIBIT B

WIREGRASS RANCH DRI NO. 260

TBRPC FINAL REPORT* AND NOPC REPORT

***INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND DEVELOPMENT DEPARTMENT**

EXHIBIT C

WIREGRASS RANCH DRI NO. 260

LEGAL DESCRIPTION

II. LEGAL DESCRIPTION (of the entire Wiregrass Ranch DRI):

ALL THAT PORTION OF SECTIONS 7, 17, 18, 19, 20, 21, 22, 27, 28, 29 AND 30, ALL IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.00°29'59"W., ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1,530.52 FEET TO THE INTERSECTION OF SAID EASTERLY LINE OF SECTION 7 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (AS IT NOW EXISTS) FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.00°29'59"W., ALONG SAID EAST LINE OF SECTION 7, A DISTANCE OF 1,112.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 7; THENCE S.00°17'31"W., A DISTANCE OF 2,644.07 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE S.00°17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.89°54'52"W., A DISTANCE OF 122.50 FEET; THENCE S.32°00'57"E., A DISTANCE OF 901.62 FEET; THENCE N.89°54'52"E., A DISTANCE OF 1,235.69 FEET; THENCE N.01°21'00"W., A DISTANCE OF 34.15 FEET; THENCE N.58°17'36"E., A DISTANCE OF 18.29 FEET; THENCE N.10°07'36"E., A DISTANCE OF 47.77 FEET; THENCE N.15°01'14"W., A DISTANCE OF 37.26 FEET; THENCE N.00°16'25"W., A DISTANCE OF 34.10 FEET; THENCE N.28°14'49"W., A DISTANCE OF 48.81 FEET; THENCE N.35°23'51"W., A DISTANCE OF 35.73 FEET; THENCE N.42°01'17"W., A DISTANCE OF 74.66 FEET; THENCE S.53°29'29"W., A DISTANCE OF 3.88 FEET; THENCE N.67°22'47"W., A DISTANCE OF 56.94 FEET; THENCE N.66°07'39"W., A DISTANCE OF 43.71 FEET; THENCE N.61°50'08"W., A DISTANCE OF 36.84 FEET; THENCE N.84°10'42"W., A DISTANCE OF 46.39 FEET; THENCE S.66°03'28"W., A DISTANCE OF 43.33 FEET; THENCE S.70°44'48"W., A DISTANCE OF 50.36 FEET; THENCE N.28°06'22"W., A DISTANCE OF 18.09 FEET; THENCE N.26°14'40"E., A DISTANCE OF 55.86 FEET; THENCE N.46°01'59"E., A DISTANCE OF 51.53 FEET; THENCE N.07°56'04"W., A DISTANCE OF 51.58 FEET; THENCE N.88°45'05"E., A DISTANCE OF 27.00 FEET; THENCE N.49°32'44"E., A DISTANCE OF 37.70 FEET; THENCE N.24°21'42"E., A DISTANCE OF 40.47 FEET; THENCE N.70°30'07"E., A DISTANCE OF 30.27 FEET; THENCE N.66°14'45"E., A DISTANCE OF 33.96 FEET; THENCE N.41°18'54"E., A DISTANCE OF 43.25 FEET; THENCE N.81°19'08"E., A DISTANCE OF 29.73 FEET; THENCE S.76°54'12"E., A DISTANCE OF 43.86 FEET; THENCE N.27°45'10"E., A DISTANCE OF 52.04 FEET; THENCE N.18°00'53"W., A DISTANCE OF 45.22 FEET; THENCE N.25°30'52"W., A DISTANCE OF 22.26 FEET; THENCE N.84°40'35"E., A DISTANCE OF 60.61 FEET; THENCE N.11°10'34"E., A DISTANCE OF 16.14 FEET; THENCE N.81°20'00"W., A DISTANCE OF 73.87 FEET; THENCE N.27°24'42"W., A DISTANCE OF 30.32 FEET; THENCE N.27°24'42"W., A DISTANCE OF 19.26 FEET TO THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17, N.89°54'52"E., A DISTANCE OF 3,787.37 FEET TO THE SOUTHEAST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.00°09'55"W., ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 3,972.39 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 21, S.89°35'53"E., A DISTANCE OF 2,659.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 21, S.89°32'37"E., A DISTANCE OF 2,656.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S.00°01'39"E., ALONG THE EAST LINE OF SECTION 21 A DISTANCE OF 2,640.26 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 21; THENCE S.00°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 21 A DISTANCE OF 1,037.80 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.89°54'24"E., A DISTANCE OF 270.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.00°09'58"W., A DISTANCE OF 1,600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE S.00°16'42"W., A DISTANCE OF

815.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE N.89°54'24"W., A DISTANCE OF 270.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27, SAID POINT ALSO BEING ON THE EAST LINE OF SAID SECTION 28; THENCE S.00°16'42"W., ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 4,472.09 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE N.89°56'42"W., ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 2,652.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°34'44"W., A DISTANCE OF 1,172.72 FEET; THENCE LEAVING SAID LINE N.00°25'16"E., A DISTANCE OF 395.38 FEET TO A POINT OF CURVATURE; THENCE 506.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,940.00 FEET, DELTA 14°56'41", CHORD BEARING AND DISTANCE N.07°03'04"E., 504.59 FEET; THENCE N.89°34'44"W., A DISTANCE OF 1,421.64 FEET; THENCE N.75°14'58"W., A DISTANCE OF 737.43 FEET; THENCE N.43°32'32"W., A DISTANCE OF 1,001.00 FEET; THENCE N.02°23'47"E., A DISTANCE OF 35.94 FEET; THENCE N.02°23'47"E., A DISTANCE OF 536.40 FEET; THENCE N.86°22'56"W., A DISTANCE OF 120.03 FEET; THENCE S.02°23'47"W., A DISTANCE OF 538.96 FEET; THENCE S.75°15'08"W., A DISTANCE OF 1,105.62 FEET; THENCE S.41°40'57"W., A DISTANCE OF 878.18 FEET; THENCE S.48°19'03"E., A DISTANCE OF 283.03 FEET; THENCE S.20°01'02"E., A DISTANCE OF 408.18 FEET; THENCE S.00°06'28"W., A DISTANCE OF 330.06 FEET TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 29; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 29, N.89°58'04"W., A DISTANCE OF 2,518.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N.89°58'27"W., ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 2,675.07 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 30; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 30, N.89°58'40"W., A DISTANCE OF 2,602.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) (A 200' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. N.00°29'34"E., A DISTANCE OF 13,100.79 FEET TO A POINT OF CURVATURE; 2. THENCE 1,389.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 5,629.80 FEET, DELTA 14°08'19", CHORD BEARING AND DISTANCE N.07°33'44"E., 1,385.72 FEET; 3. THENCE N.14°37'52"E., A DISTANCE OF 3,183.89 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.75°21'08"E., A DISTANCE OF 353.01 FEET; THENCE N.14°37'03"E., A DISTANCE OF 201.80 FEET; THENCE N.75°23'12"W., A DISTANCE OF 292.99 FEET; THENCE S.14°38'06"W., A DISTANCE OF 10.00 FEET; THENCE N.75°16'55"W., A DISTANCE OF 59.94 FEET; THENCE N.14°41'33"E., A DISTANCE OF 55.90 FEET; THENCE S.75°22'18"E., A DISTANCE OF 81.92 FEET; THENCE S.66°23'33"E., A DISTANCE OF 38.47 FEET; THENCE S.75°21'54"E., A DISTANCE OF 177.94 FEET; THENCE N.55°20'58"E., A DISTANCE OF 30.59 FEET; THENCE N.14°38'33"E., A DISTANCE OF 296.41 FEET; THENCE S.75°21'37"E., A DISTANCE OF 791.07 FEET; THENCE N.14°37'57"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N71°41'15" E., A DISTANCE OF 207.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 310.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.71°41'15" E., A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.18°18'45" E., A DISTANCE OF 310.00 FEET; THENCE N.71°41'15" E., A DISTANCE OF 245.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (R/W VARIES); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. N.71°40'25"E., A DISTANCE OF 580.63 FEET; 2. THENCE N.71°43'50"E., A DISTANCE OF 187.70 FEET; 3. THENCE N.18°18'45"W., A DISTANCE OF 20.00 FEET; 4. THENCE N.71°41'08"E., A DISTANCE OF 1,301.84 FEET TO A POINT OF CURVATURE; 5. THENCE 637.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5,729.58 FEET, DELTA 06°22'41", CHORD BEARING AND DISTANCE S.74°54'21"E., 637.49 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 7 AND THE POINT OF BEGINNING.

CONTAINING 5,118.640 ACRES, MORE OR LESS

EXHIBIT D

WIREGRASS RANCH DRI NO. 260

DEVELOPER'S COMMITMENTS

SECTION III - DEVELOPER COMMITMENTS
DRI #260 - WIREGRASS RANCH
PASCO COUNTY

The following commitments have been made in the Application for Development Approval (ADA), the First Sufficiency Response (SR1), the Second Sufficiency Response (SR2), the Third Sufficiency Response (SR3), the Fourth Sufficiency Response (SR4) or the Fifth Sufficiency Response (SR5):

GENERAL

1. *The historic agricultural operations will continue during buildout of the DRI project, on portions of the ranch not yet acquired by the developers. Wiregrass Ranch, Inc. will maintain a prudent fencing program to segregate and control the cattle operations from the development areas.* (ADA/Page 10-4 & SR3/Page 10-4 [Revised General Project Description])

2. *Maximums and minimums of each land use have been added to the revised Exhibit 10-1* [i.e. proposed Land Use Equivalency Matrix]. *The Applicant will accept a 40% limit as suggested by TBRPC.* (SR2/Page 10-1)

3. *The age-restricted parcels will have Covenants, Conditions and Restrictions in accordance with the Federal Housing for Older Persons Act requiring, at a minimum, that at least 80% of the homes will have at least one occupant who is 55 years or older, with no one under 19 years of age in permanent residence (defined as more than 90 days in any 12-month period).* (SR3/Page 10-1)

4. *Applicant has agreed to reserve 252-acres of office parcels (which could accommodate 18,406,930 s.f. at F.A.R. of 3.0 and .27 on the Mixed Use and Res-3 parcels) for a period of 10 years to assist the County's goal of encouraging employment centers, with 1.2-million square feet of office uses and a 100-bed hospital to be specifically approved as part of Phases 1-3.* (SR3/Page 10-5)

5. The Applicant has agreed to provision which would not allow conversions from Office (or reserved land area) to other project uses and a requirement for Pasco County Development Review Committee to approve all requested conversions from Office uses. (SR3/Page 10-6)

6. The Applicant has acknowledged that a DO condition will be imposed to "require a re-analysis, if the proposed build out dates are not achieved. In addition... there will be no time extensions allowed in the DO for the build out date for the amount of time this project will be and have been under review." (SR3/Page 21-22)

7. *The Applicant... points out the following "public" sites already accommodated by Wiregrass Ranch, or already committed: Public High School Site, Public Middle School Site, Four Elementary School Sites, National Tennis Center Site, Regional Hospital Site, Public Library Site, Governmental Services Site, Fire/EMS Facility Site, Sheriff's Operations Facility Site, and Employment Center(s).* (SR4/Page 9-4)

8. *The Applicant will agree to this proposed trade-off* [i.e. 474 multi-family units for 199,080 sq. ft. of Office] *in Phase 3 of the DRI should the 1:1 jobs to housing ratio not be met at that time.* (SR5/Page 10-1)

9. *Parcel S4... has been analyzed as elderly units... and will be deed-restricted.* (SR5/Page 10-4)

VEGETATION AND WILDLIFE

1. *No listed species will be taken without specific approval from or coordination with the FFWCC, which protects and/or regulates the above species* [e.g. epiphytic orchids, wild pine air plants and pitcher plants]. *Currently there are no proposed impacts to the habitats harboring the above listed species. Protection of these resources will be incorporated during design and permitting.* (SR1/Page 10-10)

2. *Wetland H25, within which this species* [Hooded pitcher plant] *is located on the subject property, will remain intact in the post-development condition.* (SR1/Pages 12-2 & 19-7)

3. *Development on Wiregrass Ranch will not significantly affect wading bird or bald eagle populations at off-site locations. Site plans call for preservation of the majority of onsite wetlands, particularly the high quality wetlands that are utilized by wading birds.* (SR1/Page 12-3)

4. *There will be more shallow, wet habitat areas in the post-development condition of the project than exist in the current condition. Therefore, the proposed project will not result in any net habitat loss or adverse impacts to wetland-dependent wildlife.* (SR1/Page 12-4)

5. [Due to the existence of Tampa Butterfly Orchid, Green Fly Orchid and Giant Wild Pine Air plant] *There are no specific wetland impacts proposed for the forested wetland area located in map grids D24 and D25 in the western portion of the project.* (SR1/Page 12-5)

6. *The Applicant... intends to provide a plan that maintains and improves those onsite habitat areas that are determined to be regionally significant natural resources - specifically the onsite Riverine Habitat areas. These areas will be incorporated into the overall plan as habitat corridors that will serve to link onsite habitats as well as offsite habitats and resources.* (SR2/Page 10-5)

7. *The upland and wetland areas where the Giant wild pine air plant occur...will also be preserved within an onsite wildlife corridor in the western portion of the property. The Pine lily, which occurs within upland buffers and shallow, transitional wetland fringes, will likely remain onsite since the majority of onsite wetlands will be avoided by site development and will includde an average 25-foot upland buffer. Maintenance of these areas in their natural condition should ensure the future survival of these plant species on the Wiregrass property.* (SR2/page12-6)

8. *Roadway crossings of selected streams within the Wiregrass property, where necessary to provide access to developable upland areas, will include appropriately sized culverts to maintain adequate hydrologic connectivity. Wildlife undercrossings (box culverts) will also be specified at such crossings to enable post-development wildlife movement.* (SR2/Page 12-7)

9. *The Applicant agrees to conduct pre-development breeding season surveys for listed species including the Florida sandhill crane (within appropriate onsite wetland habitats), Sherman's fox squirrel (within onsite woodland pasture or live oak hammock areas subject to development), wood storks and wading birds (within appropriate nesting habitat subject to development impacts). It is understood that such surveys will only be required when proposed development activities within any onsite parcel will immediately precede or coincide with the recognized breeding season for these listed species (i.e., between late January and May for the Florida sandhill crane and wood stork, between June and September for wading birds, and either May through August or November through March for Sherman's fox squirrel).* (SR4/Page 12-1)

10. *Onsite creation mitigation areas are being designed and constructed so as to create a matrix of shallow and deep zones which will serve to maximize potential for wading bird foraging opportunities and will potentially afford additional habitat for nesting by Florida sandhill cranes.* (SR4/Page 12-2)

WETLANDS

1. *There will be no effort to further drain the site or lower wetland hydroperiods by way of drainage ditch construction. Where such artificial drainage ditches do occur, each will be assessed individually for potential abandonment at the construction plan development stage.* (ADA/Page 13-3)

2. *With 377± acres of creation mitigation identified on the conceptual site plan, the current plan represents greater than 2 acres of wetland creation for each acre to be impacted.* (ADA/Page 13-8)

3. *Wetland buffers will be provided as well as the maintenance of acceptable hydroperiods.* (ADA/Page 14-4)

4. *While certain offsite connectivity locations for these roadways are fixed (pre-determined by local government), the Applicant intends to propose an alignment for each of these roadways that accomplishes avoidance and minimization of wetland impacts to the greatest extent practicable. Similarly, site plans for each of the individual residential development parcels will include avoidance and minimization of wetland impacts (especially to higher quality wetlands) to the greatest extent practicable.* (SR1/Page 13-8)

5. *Prior to permitting and site development for any portion of the project, onsite wetlands will be delineated, surveyed and field verified/approved by the appropriate regulatory agencies to further refine the jurisdictional boundaries of onsite wetlands.* (SR2/Page 13-1)

6. *[In order to facilitate the development of viable wetland habitats in close proximity to active production wells], Applicant agrees to consult with Tampa Bay Water regarding the creation of any wetlands within the southwestern portion of the site (Parcels C5, C6, C7 and M12).* (SR2/Page 13-4)

7. *The golf course is not to be located in the environmentally sensitive north/south wetland corridor... The Applicant has agreed to design the golf course in conformance with the Audubon Signature Silver Program.* (SR3/Page 10-12)

8. *The Applicant agrees to show* [all conservation easements, wildlife corridors and wildlife crossing locations with buffer areas] *on all future plan submittals.* (SR3/Page 13-1)

9. *The Applicant will commit to design the stormwater management system to provide full treatment prior to discharge into Wetland H25.* (SR3/Page 13-4)

10. *The Applicant further commits to the provision of a natural upland buffer around the perimeter of Wetland H25 which will have an average width of greater than 25', with portions of the buffer expanding well beyond 25' in width. In addition, the proposed stormwater treatment ponds adjacent to Wetland H25 will serve to further buffer the wetland from surrounding residential lots and roadways in the post-development condition.* (SR3/Page 13-4)

11. *In order to promote long-term persistence of the existing pitcher plant colony associated with Wetland H25, the applicant will implement a management plan for this wetland. The management plan (under the responsibility of the CDD)* [Developer Clarification: or other permanent maintenance entity] *will include semi-annual mechanical thinning of invasive woody (shrubs & small trees) and weedy (grasses and tall herbs) vegetation. Removal of any grass or leaf build up (by use of hand rakes or other non-invasive means) will also occur during these periodic maintenance events.* (SR3/Page 13-4)

12. *This wetland* [Wetland H25] *will be preserved (as will other wetlands within the project) via recording of a conservation easement to be dedicated to Pasco County or the CDD* [Developer Clarification: or other permanent maintenance entity]. (SR3/Page 13-4)

WATER QUALITY

1. *Accepted engineering practices will be utilized within on-site retention, detention, and filtration stormwater management facilities.* (ADA/Page14-3)

2. *On-site surface waters within Wiregrass Ranch DRI will be protected from construction impacts by various measures, including the use of staked hay bales and silt screen fences in order to reduce both erosion and sediment transport into wetland areas.* (ADA/Page 14-4)

3. *The deeper clayey semi-confining unit materials will not be excavated for stormwater pond/lake construction; therefore, they will remain in place and provide protection to the Floridan Aquifer system.* (SR1/Page 14-1)

4. *During the project design phase, prior to permitting, as required by SWFWMD and Pasco County, the project geotechnical engineer will perform a geotechnical assessment of each proposed stormwater pond/lake area, via a series of Standard Penetration Test borings per ASTM D-1586...* (SR1/Page 14-8)

5. *The Applicants will provide SWFWMD Public Awareness Brochures such as "Protect Your Family and Our Water Resources from Household Chemicals" and "Florida Friendly Landscaping" within its sales and leasing centers...* (SR1/Page 14-11)

6. *As presented within Exhibit 14-5, Wiregrass "Ecosystem and Watershed Planning" narrative and the riverine habitat corridor exhibit, the Applicant is also providing a ±250 acre open space corridor adjacent to this resource* [i.e. on-site tributary to Trout Creek] *to further protect it in the post development condition* [Developer Clarification: as depicted in the ADA]. (SR2/Page 10-3)

7. *The Applicant does not propose any golf course in, or adjacent to, the North South Wetland Corridor Preservation Area.* (SR2/Page 10-12)

8. *The Applicant will create a Groundwater Management Plan to include groundwater and surface water monitoring. The Applicant will consult with FDEP on background water quality sampling points and monitoring requirements.* (SR2/Page 14-2)

9. *The issue of sinkhole potential will be properly and carefully evaluated in any significant site planned or contemplated effluent holding or storage ponds, and in specific larger scale building or structures areas where deep SPT borings are necessary to the limestone level for prudent geotechnical evaluation/assessment. Appropriate subsurface remediation and/or site plan changes will be made, if necessary, based on geotechnical studies specifically designed related to this matter, at the time such studies are warranted.* (SR2/Page 14-9)

10. *The applicant commits to preparing a groundwater monitoring plan, and will incorporate this requirement into the Development Order as a condition of approval.* (SR2/Page 14-10)

11. *The Applicant understands the environmental sensitivity of these off-site water resources* [i.e. Trout Creek, Clay Gully/Locust Branch and other tributaries to the Hillsborough River] *and has agreed to provide a significant buffer to the Category I wetland on-site that is a tributary to Trout Creek* [Developer Clarification: as depicted in the ADA]. (SR3/Page 10-11)

12. *The Applicant has agreed to include these items* (i.e. Phase I Assessment, all historical test bore subsurface data, and a focus on site-specific areas where rapid or direct discharge of reclaimed water to the Floridan aquifer is to be avoided] *in the Groundwater Monitoring Plan.* (SR3/Page 14-1)

SOILS

1. *Buildings will be constructed on compacted fill material, with habitable structures sufficiently elevated to be at or above the determined 100-year flood elevation.* (ADA/Page 15-1)

2. *The Applicant further agrees to notify Tampa Bay Water in the event of a sinkhole occurrence during site development.* (SR2/Page 15-1)

3. *At least one pond boring will be provided at each stormwater pond/lake location for the project...* (SR3/Page 15-2)

FLOODPLAINS

Finished floor elevations of habitable buildings will be located one foot above the determined Base Floor Elevation in accordance with Pasco County's flood damage prevention ordinance. (ADA/Page 16-2)

WATER SUPPLY

1. *The developers of Wiregrass Ranch DRI will practice water conservation in both residential and non-residential development... Irrigation systems' designs will utilize the best design principles for water conservation and efficient application.* (ADA/Page 17-4)

2. *The stormwater management plan will place particular emphasis on these methods to enhance water quality by using natural biological mechanisms for the breakdown of pollutants and nutrient uptake.* (ADA/Pages 14-3 & 19-2)

3. *The applicant will provide infrastructure and pipelines for reclaimed water, and is negotiating with Pasco County regarding the availability of reclaimed water to serve the project. Provided the County can supply reclaimed water to Wiregrass, the Applicant is committed to install the pipeline on-site to make this resource available to the residents.* (SR2/Page 17-1)

4. *The Applicant agrees to* [the following] *conditions being placed in the Development Order as stated below...: (SR4/Page 8-1)*

   Water Rights and Water use Permits. In consideration of Pasco County's agreement to provide potable water service to Wiregrass DRI, the Developer and its successors and assigns agree to the following:

   A. *In the event of production failure or shortfall by Tampa Bay Water, as set forth in Section 3.19 of the Interlocal Agreement creating Tampa Bay Water, the Developer, regardless of the permitted use, shall grant Pasco County access to, and shall cooperate with, the County in the allocation of water generated within the project pursuant to any and all Water Use Permits or water use rights the Developer may have to use or consume surface or groundwater with Pasco County.*

   B. *Prior to the Developer releasing, transferring, or selling any water or Water Use Permits or water use rights, the Developer shall notify Pasco County, and Pasco County shall have the right of first refusal to purchase such water or Water Use Permits or water use rights.*

WASTEWATER MANAGEMENT

1. *Permanent septic tanks will not be used in Wiregrass Ranch DRI.* (ADA/Page 18-3)

2. *Temporary septic storage tanks may be used for temporary sales trailers and construction trailers. These facilities will be disposed of off-site as appropriate. No discharge of temporary septic tanks is anticipated on-site.* (SR1/Page 18-2)

EXHIBIT E

WIREGRASS RANCH DRI NO. 260

ENTITLEMENT TRACKING CHART

Wiregrass Ranch DRI

Entitlement Tracking Chart

December 12, 2012

Total DRI Approved Land Uses

	Single Family	MultiFamily	Retail	Office	Medical Office	Attraction and Rec. Facility	Hospital Beds	Hotel Rooms	Community College Students	University Students	Light Industrial	Golf Course
Phase 1A												
Phase 1B												
Phase 1C												
Phase 1D												
Total												

Total Assigned Land Uses - Phase 1A

Phase	Assigned to	Date	Parcel	Gross Ac.	Net Ac.	Notes	Single Family		MultiFamily		Retail		Office		Medical Office		Attraction and Rec. Facility		Hospital Beds		Hotel Rooms		Community College Students		University Students		Light Industrial		Golf Course	
							Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed	Assigned	Constructed

EXHIBIT F

WIREGRASS RANCH DRI NO. 260

LAND USE EQUIVALENCY MATRIX

EXHIBIT F
WIREGRASS DRI LAND USE EQUIVALENCY MATRIX
~~(Revised 07/16/2010)~~ ~~(Revised 2/9/12)~~ (Revised 12/14/12)

ITE LUC		To Single Family (Units)	To Multi Family (Units)	To Town House (Units)	To Elderly Housing Detached (Units)	To Elderly Housing Attached (Units)	To Office (1,000 s.f.)	To Retail (1,000 s.f.)	To Medical Office (1,000 s.f.)	To Hospital (1 bed)	To Golf Course (1 hole)	To Hotel (1 occupied room)	To Jr/Community College (1 FTE student)	To University/College (1 student)	To General Light Industrial (1000 s.f.)	To Attractions & Recreation Facility (1000 s.f.)
210	From Single Family - Detached	-	1.63	1.94	3.88	9.18	0.68	0.27	0.27	0.78	0.37	1.44	8.42	4.61	1.03	0.36
220	From Multi Family units	0.61	-	1.19	2.38	5.64	0.42	0.17	0.17	0.48	0.23	0.89	5.17	2.95	0.63	0.22
230	From S.F. Attached/Townhouse units	0.51	0.84	-	2	4.73	0.35	0.14	0.14	0.4	0.19	0.74	4.33	2.48	0.53	0.18
251	From Elderly Housing Detached units	0.26	0.42	0.5	-	2.36	0.17	0.07	0.07	0.2	0.09	0.37	2.17	1.24	0.27	0.09
252	From Elderly Housing Attached units	0.11	0.18	0.21	0.42	-	0.07	0.03	0.03	0.08	0.04	0.16	0.92	0.52	0.11	0.04
820	From Retail (1,000's sq. ft.)	3.71	6.05	7.21	14.42	34.09	2.52	-	1.01	2.88	1.37	5.36	31.25	17.86	3.83	1.33
720	From Medical Office (1,000's sq. ft.)	3.68	6	7.15	14.31	33.82	2.5	0.99	-	2.86	1.36	5.31	31.00	17.71	3.80	1.32
430	From Golf Course (1 hole)	2.71	4.42	5.27	10.54	24.91	1.84	0.73	0.74	2.11	-	3.91	22.83	13.05	2.80	0.97
610	From Hospital (1 bed)	-	-	-	-	-	0.87	-	0.35	-	-	1.85	10.83	6.19	1.33	-
310	From Hotel (1 occupied room)	0.69	1.13	1.35	2.69	6.36	0.47	0.19	0.19	0.54	0.26	-	5.83	3.33	0.71	0.25
540	From Jr/Community College (1 FTE student)	-	-	-	-	-	0.08	-	0.03	0.09	-	0.17	-	-	0.12	0.04
710	From Office (1,000 sq. ft.)	-	-	-	-	-	-	-	0.40	-	-	-	-	-	1.52	-
110	From General Light Industrial (1,000's sq. ft.)	-	-	-	-	-	0.66	-	0.26	0.75	-	1.40	8.17	4.67	-	0.35
n/a	Attractions & Recreation Facility (1,000 sq.ft.)	2.79	4.55	5.42	10.85	25.64	1.89	0.75	0.76	2.17	1.03	4.03	23.50	13.43	2.88	-
550	From University (1 Student)	0.21	0.34	0.04	0.81	1.91	0.14	0.06	0.06	0.16	-	0.30	1.75	-	0.21	0.07

Note:
1. Office may be exchanged for medical office and light industrial uses subject to the requirements of the Dev. Order.
2. Hospital beds may be exchanged for office, medical office and light industrial uses subject to the requirements of the Dev. Order.
3. The land use trade-offs may occur pursuant to the thresholds defined within the Development Order and the table below.
4. Trip rate of 2.82 was used for the proposed Attraction & Recreation Facility, which was based on the weighted average of the PM peak hour trip rates for Ice Skating Rink (ITE LUC 465) and Shopping Center (ITE LUC 820).

Land Use	Proposed	Min. Dev.	Max. Dev.[1]
Residential	~~10826~~ 10,473	~~9743~~ 9425	~~11,908~~ 16,000
Office ~~(msf)~~ and Medical Office (msf)	~~1.08~~ 1.26	~~0.95~~ 1.13	~~1.17~~ 2,600,000 2.6
~~Medical Office~~	~~0.2~~	~~0.18~~	~~0.22~~
Retail ~~(msf)~~ (sf) (msf)	2.72	2.45	~~2.99~~ 3,500,000 3.5
Hospital (beds)	~~100~~ 371	~~90~~ 300	~~110~~ 600
Hotel rooms	480	432	~~528~~ 600
Attractions and Recreation Facilities (ARF)[2] (sf)	300,000	270,000	330,000
Community College (f.t.e. students)	707	636	~~778~~ 4,000
Golf Course (holes)	18	~~9~~ 9	~~27~~ 36
Light Industrial (sf)		0	1,000,000
University		0	1,700

[1] Maximum thresholds shown above shall be the maximum allowed pursuant to Subarea Policy FLU 7.1.8, Wiregrass Ranch Subarea Policies, in the Comprehensive Plan.
[2] Attraction and Recreation Facilities shall not a exceed a 6,000 seats facility and 24 movie theater screens.

Land Use	Hour Trip Generation
Single Family Detached (unit)	1.01
Single Family Attached/Townhouse (unit)	0.52
Multifamily (unit)	0.62
Elderly Detached (unit)	0.26
Elderly Attached (unit)	0.11
Office (1,000s.f.)	1.49
Retail (1,000s.f.)	3.75
Medical Office (1,000s.f.)	3.72
Hospital (bed)	1.3
Golf Course (hole)	2.74
Hotel (room)	0.7
Community College (FTE student)	0.12
University/College (student)	0.21
Light Indusrial (1,000 s.f.)	0.98
Attraction and Recreation Facility	2.82

EXHIBIT G

WIREGRASS RANCH DRI NO. 260

MAP H – MASTER PLAN



SEE MAP H-3 (EXHIBIT E) FOR PROPOSED LAND USE BY PARCEL AND PHASE

WIREGRASS RANCH PASCO COUNTY, FLORIDA	**MAP H** MASTER DEVELOPMENT PLAN REVISED 12/5/2011	King ENGINEERING ASSOCIATES, INC. 4921 MEMORIAL HIGHWAY ONE MEMORIAL CENTER, SUITE 300 TAMPA, FLORIDA 33634 ENGINEERING LICENSE #00002610 PHONE 813 • 880 • 8881 FAX 813 • 880 • 8882 E-MAIL king@kingengineering.com	JOB NO. 3778-001-000 DATE: 11-11-04 SCALE: N.T.S.

H:\PLANNING\projects\3778\001\000\OPC 3\Map H\Map H.dwg, January 24, 2012 1:38 PM, CCL, King Engineering Associates Inc.
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EXHIBIT H

WIREGRASS RANCH DRI NO. 260

PROPORTIONATE SHARE CALCULATION

TABLE 21-15A
WIREGRASS DRI PHASE 1
PROPORTIONATE SHARE
REVISED 10/26/2009

Roadway	From	To	2009 Peak Hour Project NB/EB	2009 Peak Hour Project SB/WB	No. Lane	PM Peak Hour Capacity Before Improvement NB/EB	PM Peak Hour Capacity Before Improvement SB/WB	Require Imp	PM Peak Hour Capacity After Improvement NB/EB	PM Peak Hour Capacity After Improvement SB/WB	Percent Contribution NB/EB	Percent Contribution SB/WB	Length Mile	Cost/ Mile* (June '09) NB/EB	Cost/ Mile* (June '09) SB/WB	Total Project Cost (June '09)	Ref.	Proportionate Share per Direction (June '09) NB/EB	Proportionate Share per Direction (June '09) SB/WB	Total Proportionate Share
C.R. 577 (Curley Rd)	S.R. 54	Zwest	187	200	2DL	720	580	4DL	1550	1260	22.53%	29.41%	0.71	$7,155,535	$7,155,535	$10,160,860	(12)	$1,144,627	$1,494,244	$2,638,871
S.R. 581	S.R. 56	County Line Rd	825	773	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	1.00	$4,581,549	$4,581,549	$9,163,098	(11)	$4,581,549	$4,581,549	$9,163,098
BB Downs Blvd	County Line Rd	Pebble Creek Dr.	733	686	4DL	1860	1530	8DL	3540	2900	43.63%	50.07%	1.37	$14,697,927	$14,697,927	$40,272,320	(4)	$8,785,598	$10,082,778	$18,868,376
I-275	I-75 / County Line Rd	Bearss Ave.	317	298	4F	4040	4040	6F	6100	6100	15.39%	14.37%	6.80	$6,242,206	$6,242,206	$84,894,003	(3)	$6,531,693	$6,099,181	$12,631,074
I-75	S.R. 52	S.R. 54	247	264	4F	2890	2890	6F	4460	4460	15.73%	16.82%	6.84	$22,464,800	$22,464,800	$44,929,600	(11)	$3,534,271	$3,777,521	$7,311,792
I-75	S.R. 54	S. R 56	221	236	4F	2940	2940	8F	6150	6150	6.88%	7.35%	3.48	$13,732,328	$13,732,328	$27,464,655	(11)	$945,434	$1,009,604	$1,955,039
I-75	S.R. 56	I-275	395	370	4F	2940	2940	6F	4550	4550	24.53%	22.98%	1.67	$7,232,173	$7,232,173	$14,464,347	(11)	$1,774,353	$1,662,052	$3,436,405
S.R. 52	C.R. 581	Fletcher Ave.	257	241	4F	3580	3580	6F	5530	5530	13.18%	12.36%	4.34	$6,242,206	$6,242,206	$54,182,349	(3)	$3,570,478	$3,348,191	$6,918,669
S.R. 52	Pasco Rd	I75	97	91	2UL	670	820	4DL	1480	1810	6.54%	5.76%	1.31	$9,850,248	$9,850,248	$25,807,651	(1)	$644,324	$742,948	$1,587,272
S.R. 52	Mckendree Road	C.R. 577	58	55	2UL	670	820	4DL	1480	1810	11.98%	9.19%	0.72	$9,850,248	$9,850,248	$14,184,958	(1)	$849,310	$651,907	$1,501,218
S.R. 54	US 41	Collier PKWY	126	116	4DL	1860	1530	8DL	3540	2900	7.50%	8.61%	1.81	$14,163,749	$14,163,749	$48,463,222	(1)	$1,735,103	$1,346,201	$3,081,304
S.R. 54	Collier PKWY	Livingston	221	207	4DL	1530	1860	8DL	2900	3540	16.13%	12.32%	0.62	$1,475,613	$1,475,613	$28,327,499	(11)	$1,062,281	$1,219,943	$2,282,225
S.R. 54	Livingston	S.R. 56	235	220	4DL	1530	1860	8DL	2900	3540	17.15%	13.10%	1.95	$8,549,880	$8,549,880	$17,099,759	(11)	$1,466,585	$1,119,627	$2,586,212
C.R. 54	S.R. 56	Magnolia	99	105	2UL	760	630	4DL	1620	1330	11.51%	15.00%	3.25	$22,637,547	$22,637,547	$45,275,094	(13)	$2,605,950	$3,395,632	$6,001,582
C.R. 54	Magnolia	I-75	243	227	4DL	1330	1620	6DL	2000	2450	36.27%	27.35%	1.31	$4,620,193	$4,620,193	$12,104,905	(13)	$2,195,143	$1,655,309	$3,850,453
S.R. 54	CR 577	Meadow Pointe Blvd.	252	269	2UL	860	700	4DL	1860	1530	25.20%	32.41%	1.00	$9,850,248	$9,850,248	$19,700,497	(1)	$2,482,263	$3,192,430	$5,674,692
S.R. 54	Meadow Pointe Blvd.	New River Road	229	244	2UL	820	670	4DL	1810	1480	23.13%	30.12%	2.74	$9,850,248	$9,850,248	$53,979,361	(1)	$6,243,067	$8,130,226	$14,373,292
S.R. 54	New River Road	Morris Bridge Rd.	142	151	2UL	860	700	4DL	1860	1530	14.20%	18.19%	0.73	$9,850,248	$9,850,248	$14,381,363	(1)	$1,021,077	$1,308,184	$2,329,261
S.R. 56	S.R. 54	I-75	268	251	4DL	1530	1860	6DL	2230	2790	38.29%	28.99%	0.27	$10,851,835	$10,851,835	$5,899,991	(9)	$1,121,770	$790,784	$1,912,553
S.R. 56	SR 581	Commercial entrance	880	824	2UL	860	700	6DL	2790	2290	45.60%	51.82%	0.58	$6,847,167	$6,847,167	$7,942,714	(14)	$1,810,774	$2,058,112	$3,868,886
S.R. 56	Commercial Entrance	Porter Boulevard	782	732	2UL	860	700	4DL	1860	1530	78.20%	88.19%	1.03	$4,196,853	$4,196,853	$8,645,517	(15)	$3,380,397	$3,812,360	$7,192,757
S.R. 56	Porter Boulevard	Wesley Chapel Blvd	394	369	2UL	860	700	4DL	1860	1530	39.40%	44.46%	1.70	$4,196,853	$4,196,853	$14,269,299	(15)	$2,811,052	$3,171,910	$5,982,962

Total Cost: ***$804,523,686***
Pasco: ***$425,175,014***
Hillsborough: ***$179,348,672***

Link Total ***$125,567,847***

Source:District 7 June 2009 Transportation Costs and Detailed Concept Plans
ROW costs below are estimated based on the D7 Transportation Cost: (Total construction cost - scope contingency) x 120%= ROW, CEI = 15% of Construction, Design = 15% of Construction

	Scope Contingency (June '09)	Subtotal Construction Column from FDOT Tables (June '09)	TOTAL CONSTRUCTION (June '09)	ROW (June '09)	DESIGN & CEI (June '09)	TOTAL (June '09)	Cost/Mile per Direction (June '09)
(1) Add 2 land to existing 2 lane	$1,743,407	$6,973,627	$8,717,034	$8,368,352	$2,615,110	$19,700,497	$3,850,248
(2) Add 2 lane to existing 6 lane	$2,311,460	$9,245,841	$11,557,301	$11,095,009	$3,467,190	$26,119,501	$13,059,750
(3) Add 2 lane to existing 4 lanes (interstate-NO ROW)	$1,920,679	$7,682,715	$9,603,394	$0	$2,881,018	$12,484,412	$6,242,206
(4) Add 4 lane to existing 4 lane	$2,601,403	$10,405,612	$13,007,015	$12,486,734	$3,902,105	$29,395,854	$14,697,927
(5) Add 2 lane to existing 4 lane	$1,920,679	$7,682,715	$9,603,394	$9,219,258	$2,881,018	$21,703,670	$10,851,835
(6) Add 4 lane to existing 4 lane (interstate-NO ROW)	$2,601,403	$10,405,612	$13,007,015	$0	$3,902,105	$16,909,120	$8,454,560
(7) Add 4 lane to existing 4 lane for BBD (SR54 PD&E only)	N/A	N/A	N/A	N/A	N/A	$8,963,503	$4,481,752
(8) Add 2 lane to existing 6 lane (interstate)	$2,311,460	$9,245,841	$11,557,301	$0	$3,467,190	$15,024,491	$7,512,246
(9) New 6 lane roadway (SR 56 - No ROW)	$3,160,231	$12,640,924	$15,801,155	$0	$4,740,347	$20,541,502	$10,270,751
(10) New 4 lane roadway (SR 56 - No ROW)	$2,582,679	$10,330,714	$12,913,393	$0	$3,874,018	$16,787,411	$8,393,705

Intersections Analysis ***$53,689,978***

GRAND TOTAL ***$179,257,826***

Pasco: $87,145,728
Hillsborough: $38,418,119

(11) Total project cost determined from detailed concept plans - for detailed cost breakdown, please see attached worksheet. The concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2008.
(12) Cost of Curley calculated using Construction Cost from FDOT tables - ROW and Design from the County CIP

County Method: 2 to 4 lanes (June '09)-	Scope Cont.	$592,758	Subtotal Const	$5,927,583	Total Const	$6,520,341	ROW & Design, CEI*	$7,790,729	Total	$14,311,070	Cost/Mile per direction	$7,155,535	
*County Method: 2 to 4 lanes (Oct, '06) -	Scope Cont.	$870,355	Subtotal Const	$8,703,552	Total Const	$9,573,907							
*ROW & Design,CEI Costs derived from Total Per Mile Cost from original tables -			($6,682,318*2)-$9,573,907 =			$7,790,729							

(13) Cost of CR 54 from SR 56 to Magnolia uses County CIP Cost; from Magnolia to I-75 uses 'Subtotal' column for 4 to 6 lanes from FDOT June 2009 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 4 to 6 lanes (June '09) -	Scope Cont.	$653,031	Subtotal Const	$6,530,308	Total Const	$7,183,339	ROW	$1,534,622	Design & CEI	$522,425	Total	$9,240,385	Cost/Mile per direction	$4,620,193
County Method: 2 to 4 lanes (June '09)-	Scope Cont.	$592,758	Subtotal Const	$5,927,583	Total Const	$6,520,341	ROW	$1,392,982	Design & CEI	$474,267	Total	$8,387,590	Cost/Mile per direction	$4,193,795

(14) Cost assumed as 2/3 of the cost of a new 6-lane roadway - (9) above
(15) Cost assumed as 1/2 of the cost of a new 4-lane roadway - (10) above
*** NOTE: Costs from detailed concept plans are not calculated per mile, but using a overall project cost for the segment**

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Wiregrass DRI Improvement Costs - REVISED 10/26/2009
Concept Plans - Link Improvement Costs

Intersection	Phase(s)*	Total Construction Cost	PE Design (15%)	CEI (15%)	ROW Cost	Total Project Cost	Reduced Total Project Cost**
Links							
I-75 from I-275 to SR 56	1,2 and 3	$11,409,000	$1,711,350	$1,711,350	$7,187,400	**$22,019,100**	**$14,464,347**
I-75 from SR 56 to Overpass Road	1,2 and 3	$54,241,000	$8,136,150	$8,136,150	$8,300,000	**$78,813,300**	**$51,772,457**
I-75 from Overpass Road to SR 52	1,2 and 3	$22,389,000	$3,358,350	$3,358,350	$2,286,900	**$31,392,600**	**$20,621,799**
SR 54 from US 41 to CR 54/SR 56	1	$35,734,000	$5,360,100	$5,360,100	$27,192,450	**$73,646,650**	**$48,378,484**
SR 54 from US 41 to CR 54/SR 56	2 and 3	$22,029,000	$3,304,350	$3,304,350	$27,192,450	**$55,830,150**	**$36,674,826**
SR 581 (Bruce B Downs)	1,2 and 3	$10,730,000	$1,609,500	$1,609,500	$0*	**$13,949,000**	**$9,163,098**

*ROW included in intersection concept plan

Phases 1, 2 and 3: Segment Breakdown (Calculated per mile and then segments shifted to match the Wiregrass DRI segments)

		Reduced Total Project Cost**
I-75 from I-275 to 56:	$22,019,100	$14,464,347
I-75 from 56 to 54:	$41,809,492	$27,464,655
I-75 from 54 to 52:	$68,396,408	$44,929,600

Phase 1		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$43,123,000	$28,327,499
SR 54 from Collier to Livingston:	$4,492,657	$2,951,226
SR 54 Livingston to SR 56:	$26,030,993	$17,099,759

Phase 2 and 3		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$33,926,800	$22,286,515
SR 54 from Collier to Livingston:	$3,223,869	$2,117,760
SR 54 Livingston to SR 56:	$18,679,481	$12,270,551

**Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.

% Change **34.31%**
Above %reduction is applied to concept plans throughout

TABLE 21-14A
WIREGRASS DRI - PHASE 1
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 10/26/09

	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
SR 54 @ SR 581[6]	2NBL 2WBL Signal Timing Change	1987	8,618	16,001	462	$24,182,920	100.00%	$24,182,920
SR 54 @ Collier[5]	Receiving lane for NBT NBT Auxiliary lane SBT Auxiliary Lane Receiving lane for SBT SBL WBL Signal Timing Change	434	7,719	12,407	4,688	$27,169,269	9.26%	$2,515,874
SR 54 @ Curley Road	Receiving lane for EBL EBL Signal Timing Change	908	4,803	7,328	2,525	$2,209,798 $473,645 $58,716	35.96%	$794,652 $170,325 $21,115
SR 54 @ Morris Bridge Road	Receiving lane for EBL EBL Signal Timing Change	333	4,346	4,682	336	$2,209,798 $473,645 $58,716	99.11%	$2,190,068 $469,416 $58,192
Bruce B Downs Blvd @ Regents Park	Receiving lane for SBL SBL EBL Signal Timing Change	1520	7,950	11,499	3,549	$2,209,798 $473,645 $473,645 $58,716	42.83%	$946,434 $202,857 $202,857 $25,147
County Line Road@ SR 581	NBL SBL Signal Timing Change	1598	10,426	11,363	937	$473,645 $473,645 $58,716	100.00%	$473,645 $473,645 $58,716
US 41 @ SR 54[4]	Interchange US 41-flyover	229	10,780	22,483	11,703	$124,145,000	1.96%	$2,429,224
CR 54 @ I-75[6]	SBL at SB ramp NBL at NB ramp Signal Timing Change	1477	16,782	17,671	889	$16,898,161	69.07%	$10,150,725
SR 56 @ I-75[6]	Interchange Reconstruction EBL and NBL at NB Ramp	1042	16,730	21,644	4,914	$22,144,427	17.49%	$3,873,069
SR 54 @ SR 56	EBL Receiving lane for EBL Signal Timing Change	566	10,279	10,794	515	$473,645 $2,209,798 $58,716	100.00%	$473,645 $2,209,798 $58,716
SR 56 @ SR 581[6]	Each Approach - Triple Lefts, Three Thrus, Excl. Rts (EB Dual Rt)	3052	8865	13286	4421	$2,475,659	69.03%	$1,708,947
							Intersection Total	$53,689,978
						Total:	Total:	$53,689,978
						Pasco: $226,247,920	Pasco:	$52,312,683
						Hillsborough: $3,215,804	Hillsborough:	$1,377,296

Notes:
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
(1) D7 June 2009 Construction Cost for 300 feet exclusive right turn lane is $251,069
Construction cost for 300 feet exclusive left turn lane is $119,078
For intersection turn lanes, assume each turn lane leg is 0.1 miles
Total Construction Cost for 0.1 mile exclusive right turn lane is $441,881
Total Construction Cost for 0.1 mile exclusive left turn lane is $209,577
To obtain the total cost for the turn lane improvement, Right-of-way cost at a rate of 120% of construction cost (less scope contingency) was added to the construction costs
Total Improvement Cost for 0.1 mile exclusive right turn lane is $998,652
Total Improvement Cost for 0.1 mile exclusive left turn lane is $473,645
(2) For through lanes, a transition length of 0.25 miles was used.
Construction Cost for adding 1 mile of 1 through lane $3,911,148
Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of 120% of construction cost $2,209,798
(3) Before and After Improvement capacities were considered from HCS and Synchro software for the respective intersections
(4) Total cost for new interchange at SR 54 and US 41 is $124,145,000 (Revised from $160M based on latest estimates)
(5) Cost for modifying signal timings and or phasing = $58,716
15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.
(6) Updated using costs from detailed concept plans - for detailed cost breakdowns, see attached worksheet.
Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.
(7) Improvements provided are in addition to the 'Existing plus Committed' Improvements, with the exception of SR 56 @ SR 581

TABLE 21-15B
WIREGRASS DRI PHASE 2
PROPORTIONATE SHARE
REVISED 10/26/2009

Roadway	From	To	2013 Peak Hour Project NB/EB	2013 Peak Hour Project SB/WB	No. Lane	PM Peak Hour Capacity Before Improvement NB/EB	PM Peak Hour Capacity Before Improvement SB/WB	Require Imp	PM Peak Hour Capacity After Improvement NB/EB	PM Peak Hour Capacity After Improvement SB/WB	Percent Contribution NB/EB	Percent Contribution SB/WB	Length Mile	Cost/ Mile* NB/EB	Cost/ Mile* SB/WB	Total Project Cost	Ref.	Proportionate Share per Direction NB/EB	Proportionate Share per Direction SB/WB	Total Proportionate Share
C.R. 577 (Curley Rd)	S.R. 54	Zwest	293	290	2UL	720	580	4DL	1550	1260	31.69%	42.65%	0.71	$7,155,535	$7,155,535	$10,160,860	(13)	$1,609,823	$2,168,654	$3,776,477
S.R. 581	S.R. 56	County Line Rd	1,215	1,104	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	1.00	$4,581,549	$4,581,549	$9,163,098	(11)	$4,581,549	$4,581,549	$9,163,098
BB Downs Blvd	County Line Rd	Pebble Creek Dr.	1,089	989	4DL	1860	1530	8DL	3540	2900	54.82%	72.19%	1.37	$14,697,927	$14,697,927	$40,272,320	(4)	$13,052,547	$14,536,259	$27,588,796
BB Downs Blvd	Palm Springs Blvd.	Bearss Ave.	101	92	4DL	1860	1530	6DL	2790	2290	10.86%	12.11%	3.25	$10,851,835	$10,851,835	$70,536,928	(5)	$3,830,231	$4,269,340	$8,099,571
Collier Parkway	S.R. 54	Weeks Blvd.	86	78	4DL	1620	1330	6DL	2450	2000	10.36%	11.64%	0.64	$4,620,193	$4,620,193	$5,913,847	(14)	$306,380	$344,239	$650,619
Collier Parkway	Weeks Blvd.	Hale Road	43	39	2UL	760	630	6DL	2450	2000	2.54%	2.85%	1.93	$6,257,675	$6,257,675	$24,154,625	(14)	$307,293	$343,807	$651,099
I-275	I-75 / County Line Rd	Bearss Ave.	543	494	4F	4040	4040	6F	6100	6100	26.36%	23.98%	6.80	$6,242,206	$6,242,206	$84,894,003	(3)	$11,188,700	$10,179,038	$21,367,738
I-75	S.R. 52	S.R. 54	355	390	4F	2890	2890	6F	4460	4460	22.61%	24.84%	6.64	$22,464,800	$22,464,800	$44,929,600	(11)	$5,079,620	$5,560,428	$10,660,049
I-75	S.R. 54	S. R 56	341	375	4F	2940	2940	8F	6150	6150	10.62%	11.66%	3.48	$13,732,328	$13,732,328	$27,464,655	(11)	$1,458,792	$1,604,244	$3,063,036
I-75	S.R. 56	I-275	633	575	4F	2940	2940	6F	4550	4550	39.32%	35.71%	1.67	$7,232,173	$7,232,173	$14,464,347	(11)	$2,843,457	$2,582,919	$5,426,376
I-75	C.R. 581	Fleicher Ave.	391	355	4F	3580	3580	8F	7480	7480	10.03%	9.10%	4.34	$8,454,560	$8,454,560	$73,385,579	(6)	$3,976,687	$3,339,985	$7,018,672
S.R. 52	Pasco Rd	I75	139	127	2UL	670	820	4DL	1480	1810	9.51%	8.48%	1.31	$9,850,248	$9,850,248	$25,807,851	(1)	$1,226,660	$1,094,870	$2,321,530
S.R. 52	McKendree Road	C.R. 577	89	81	2UL	820	670	4DL	1810	1480	17.16%	12.63%	0.72	$9,850,248	$9,850,248	$14,184,358	(1)	$1,217,059	$909,805	$2,126,864
S.R. 52	CR 577	Happy Hill Road	47	51	2UL	820	670	4DL	1810	1480	8.99%	10.00%	2.46	$9,850,248	$9,850,248	$48,463,222	(1)	$2,178,397	$2,423,161	$4,601,558
S.R. 54	US 41	Collier PKWY	188	180	4DL	1860	1530	8DL	3540	2900	11.79%	13.14%	1.81	$11,143,257	$11,143,257	$22,286,515	(11)	$1,313,312	$1,513,290	$2,654,327
S.R. 54	Collier PKWY	Livingston	330	300	4DL	1530	1860	8DL	2900	3540	24.09%	17.86%	0.62	$1,058,880	$1,058,880	$2,117,760	(11)	$255,059	$189,086	$444,144
S.R. 54	Livingston	S.R. 56	361	319	4DL	1530	1860	8DL	2900	3540	25.62%	18.99%	1.95	$6,135,276	$6,135,276	$12,270,551	(11)	$1,571,884	$1,164,972	$2,736,856
C.R. 54	Magnolia	I-75	154	170	2UL	760	630	4DL	1620	1330	17.91%	24.29%	3.25	$22,637,547	$22,637,547	$45,275,094	(15)	$4,053,700	$5,497,690	$9,551,390
S.R. 54	CR 577	Meadow Pointe Blvd.	376	414	2UL	860	700	4DL	1860	1530	37.60%	49.88%	1.00	$9,850,248	$9,850,248	$19,700,497	(1)	$3,703,693	$4,913,256	$8,616,950
S.R. 54	Meadow Pointe Blvd.	New River Road	333	367	2UL	820	670	4DL	1810	1480	33.64%	45.31%	2.74	$9,850,248	$9,850,248	$53,979,361	(1)	$9,078,347	$12,228,658	$21,307,005
S.R. 54	New River Road	Morris Bridge Rd.	210	231	2UL	860	700	4DL	1860	1530	21.00%	27.83%	0.73	$9,850,248	$9,850,248	$14,381,363	(1)	$1,510,043	$2,001,262	$3,511,305
S.R. 56	S.R. 54	I-75	409	372	4DL	1860	1530	6DL	2790	2230	43.98%	53.14%	0.27	$10,851,835	$10,851,835	$5,859,991	(5)	$1,288,568	$1,557,083	$2,845,651
S.R. 56	SR 581	Commercial Entrance	1,414	1,285	2UL	860	700	6DL	2790	2290	73.26%	80.82%	0.58	$8,847,167	$6,847,167	$7,942,714	(16)	$2,909,585	$3,209,556	$6,119,141
S.R. 56	Commercial Entrance	Porter Blvd	1,320	1,199	2UL	860	700	6DL	2790	2290	68.39%	75.41%	1.03	$6,847,167	$6,847,167	$14,105,164	(16)	$4,823,528	$5,318,268	$10,141,796
S.R. 56	Porter Boulevard	Wesley Chapel Blvd	676	614	2UL	860	700	4DL	1860	1530	67.60%	73.98%	1.70	$4,196,853	$4,196,853	$14,269,299	(17)	$4,823,023	$5,277,922	$10,100,945

Source:District 7 June 2009 Transportation Costs and Detailed Concept Plans
ROW costs below are estimated based on the D7 Transportation Cost: (Total construction cost - scope contingency) x 120%= ROW, CEI = 15% of Construction, Design = 15% of Construction

Total: ***$766,157,515***
Pasco: ***$497,068,686***
Hillsborough: ***$269,088,830***

Link Total ***$192,975,287***

	Scope Contingency (June '09)	Subtotal Construction Column from FDOT Tables (June '09)	TOTAL CONSTRUCTION (June '09)	ROW (June '09)	DESIGN & CEI (June '09)	TOTAL (June '09)	Cost/Mile per Direction (June '09)
(1) Add 2 land to existing 2 lane	$1,743,407	$6,973,627	$8,717,034	$8,368,352	$2,615,110	$19,700,497	$9,850,248
(2) Add 2 lane to existing 6 lane	$2,311,469	$9,245,841	$11,557,301	$11,095,009	$3,467,190	$26,119,501	$13,059,750
(3) Add 2 lane to existing 4 lanes (interstate-NO ROW)	$1,920,679	$7,682,715	$9,603,394	$0	$2,881,018	$12,484,412	$6,242,206
(4) Add 4 lane to existing 4 lane	$2,601,403	$10,405,612	$13,007,015	$12,486,734	$3,902,105	$29,395,854	$14,697,927
(5) Add 2 lane to existing 4 lane	$1,920,679	$7,682,715	$9,603,394	$9,219,258	$2,881,018	$21,703,670	$10,851,835
(6) Add 4 lane to existing 4 lane (interstate-NO ROW)	$2,601,403	$10,405,612	$13,007,015	$0	$3,902,105	$16,909,120	$8,454,560
(7) Add 4 lane to existing 4 lane for BBD (DIFFERENT PD&E study)	N/A	N/A	N/A	N/A	N/A	$8,963,503	$4,481,752
(8) Add 2 lane to existing 6 lane (interstate)	$2,311,460	$9,245,841	$11,557,301	$0	$3,467,190	$15,024,491	$7,512,246
(9) New 6 lane roadway (SR 56 - No ROW)	$3,160,231	$12,640,924	$15,801,155	$0	$4,740,347	$20,541,502	$10,270,751
(10) New 4 lane roadway (SR 56 - No ROW)	$2,582,679	$10,330,714	$12,913,393	$0	$3,874,018	$16,787,411	$8,393,705

Intersections Analysis $134,533,625

GRAND TOTAL ***$327,508,913***

Pasco: $128,900,510
Hillsborough: $64,074,778

(11) Total project cost determined from detailed concept plans - for detailed cost breakdown, please see attached worksheet. The concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.
(12) TOTAL = Sum of Construction + ROW + Design & CEI
(13) Cost of Curley calculated using Construction Cost from FDOT tables - ROW and Design from the County CIP

County Method: 2 to 4 lanes (June '09)- Scope Cont. $592,758 Subtotal Const $5,927,583 Total Const $6,520,341 ROW & Design, CEI* $7,790,729 Total $14,311,070 Cost/Mile per direction $7,155,535
*County Method: 2 to 4 lanes (Oct. '06) - Scope Cont. $870,355 Subtotal Const $8,703,552 Total Const $9,573,907
*ROW & Design,CEI Costs derived from Total Per Mile Cost from original tables - ($8,682,318*2)-$9,573,907 = $7,790,729

(14) Cost of Collier Parkway calculated using 'Subtotal' column for 4 to 6 and 2 to 6 lanes from FDOT June 2009 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 4 to 6 lanes (June '09) - Scope Cont. $653,031 Subtotal Const $6,530,308 Total Const $7,183,339 ROW $1,534,622 Design & CEI $522,425 Total $9,240,385 Cost/Mile per direction $4,620,193

County Method: 2 to 6 lanes (June '09) - Scope Cont. $884,477 Subtotal Const $8,844,770 Total Const $9,729,247 ROW $2,078,521 Design & CEI $707,582 Total $12,515,350 Cost/Mile per direction $6,257,675

(15) Cost of CR 54 from SR 56 to Magnolia uses County CIP Cost; from Magnolia to I-75 uses 'Subtotal' column for 4 to 6 lanes from FDOT June 2009 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 4 to 6 lanes (June '09) - Scope Cont. $653,031 Subtotal Const $6,530,308 Total Const $7,183,339 ROW $1,534,622 Design & CEI $522,425 Total $9,240,385 Cost/Mile per direction $4,620,193

County Method: 2 to 4 lanes (June '09)- Scope Cont. $592,758 Subtotal Const $5,927,583 Total Const $6,520,341 ROW $1,392,982 Design & CEI $474,207 Total $8,387,530 Cost/Mile per direction $4,193,765

(16) Assumed 2/3 of the cost of a new 6-lane roadway - (9) above
(17) Assumed 1/2 of the cost of a new 4-lane roadway - (10) above
* NOTE: Costs from detailed concept plans are not calculated per mile, but using a overall project cost for the segment

Wiregrass DRI Improvement Costs - REVISED 10/26/2009
Concept Plans - Link Improvement Costs

Intersection	Phase(s)*	Total Construction Cost	PE Design (15%)	CEI (15%)	ROW Cost	Total Project Cost	Reduced Total Project Cost**
Links							
I-75 from I-275 to SR 56	1,2 and 3	$11,409,000	$1,711,350	$1,711,350	$7,187,400	**$22,019,100**	**$14,464,347**
I-75 from SR 56 to Overpass Road	1,2 and 3	$54,241,000	$8,136,150	$8,136,150	$8,300,000	**$78,813,300**	**$51,772,457**
I-75 from Overpass Road to SR 52	1,2 and 3	$22,389,000	$3,358,350	$3,358,350	$2,286,900	**$31,392,600**	**$20,621,799**
SR 54 from US 41 to CR 54/SR 56	1	$35,734,000	$5,360,100	$5,360,100	$27,192,450	**$73,646,650**	**$48,378,484**
SR 54 from US 41 to CR 54/SR 56	2 and 3	$22,029,000	$3,304,350	$3,304,350	$27,192,450	**$55,830,150**	**$36,674,826**
SR 581 (Bruce B Downs)	1,2 and 3	$10,730,000	$1,609,500	$1,609,500	$0*	**$13,949,000**	**$9,163,098**

*ROW included in intersection concept plan

Phases 1, 2 and 3: Segment Breakdown (Calculated per mile and then segments shifted to match the Wiregrass DRI segments)

		Reduced Total Project Cost**
I-75 from I-275 to 56:	$22,019,100	$14,464,347
I-75 from 56 to 54:	$41,809,492	$27,464,655
I-75 from 54 to 52:	$68,396,408	$44,929,600

Phase 1		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$43,123,000	$28,327,499
SR 54 from Collier to Livingston:	$4,492,657	$2,951,226
SR 54 Livingston to SR 56:	$26,030,993	$17,099,759

Phase 2 and 3		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$33,926,800	$22,286,515
SR 54 from Collier to Livingston:	$3,223,869	$2,117,760
SR 54 Livingston to SR 56:	$18,679,481	$12,270,551

**Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 200
% Change **34.31%**
Above %reduction is applied to concept plans throughout

TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
SR 54 @ CR 581[6]	2NBL	3099	7,760	13,974	6,214	$117,188,727	49.87%	$58,442,018
	NBR							
	EBR							
	WBL Fly-over							
	Signal Timings							
SR 54 @ Morris Bridge	Receiving lane for EBL	499	4,511	5,062	551	$2,209,798	90.56%	$2,001,251
	NBR					$998,652		$904,405
	EBL					$473,645		$428,945
	Signal Timings					$58,716		$53,175
SR 54 @ Curley Road	Receiving lane for EBL	1343	4,790	9,064	4,274	$2,209,798	31.42%	$694,375
	WBT Auxiliary Lane					$2,209,798		$694,375
	Receiving lane for EBT					$2,209,798		$694,375
	EBL					$473,645		$148,831
	Signal Timings					$58,716		$18,450
Bruce B Downs Blvd@ Dona Michelle Rd	Receiving lane for SBL	1342	14,140	15,723	1,583	$2,209,798	84.78%	$1,873,373
	Receiving lane for NBT					$2,209,798		$1,873,373
	NBT Auxiliary Lane					$2,209,798		$1,873,373
	SBL					$473,645		$401,536
	Signal Timings					$58,716		$49,777
Bruce B Downs Blvd @ Regents Park	Receiving lane for SBL	2234	8,943	13,409	4,466	$2,209,798	50.02%	$1,105,394
	Receiving lane for NBL					$2,209,798		$1,105,394
	SBL					$473,645		$236,928
	NBL					$473,645		$236,928
	NBT Auxiliary Lane					$2,209,798		$1,105,394
	Receiving lane for NBT					$2,209,798		$1,105,394
	EBL					$473,645		$236,928
	Signal Timings					$58,716		$29,371
County Line Road@ SR 581	NBR	2756	8,749	13,396	4,647	$998,652	59.31%	$592,271
	SBL					$473,645		$280,905
	WBL					$473,645		$280,905
	NBL					$473,645		$280,905
	Signal Timings					$58,716		$34,823
Bruce B. Downs @ Cross Creek	Receiving lane for SBL	1895	12,346	13,124	778	$2,209,798	100.00%	$2,209,798
	EBL					$473,645		$473,645
	NBL					$473,645		$473,645
	SBL					$473,645		$473,645
	Signal Timings					$58,716		$58,716

TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
Bruce B. Downs @ Tampa Palms	NBL	214	9,192	11,585	11,585	$473,645	1.85%	$8,749
	Signal Timings					$58,716		$1,085
Bruce B. Downs @ Commerce Palms	Receiving lane for SBL	620	9,156	12,882	3,726	$2,209,798	14.52%	$320,861
	NBL					$473,645		$68,773
	SBL					$473,645		$68,773
	Signal Timings					$58,716		$8,526
Bruce B. Downs @ Pebble Creek	NBT Auxiliary Lane	2078	7,022	12,872	5,850	$2,209,798	35.52%	$784,951
	SBL					$473,645		$168,245
	Signal Timings					$58,716		$20,857
Bruce B Downs @ I-75	NBL at WB Ramp	14	331	661	330	$473,645	4.24%	$20,094
	Signal Timings					$58,716		$2,491
Bruce B. Downs @ Amberly Drive	NBL	214	9,924	12,478	2,554	$473,645	8.38%	$39,687
	SBL					$473,645		$39,687
	Signal Timings					$58,716		$4,920
Bruce B. Downs @ Bearss	Receiving lane for NBL	193	9,377	11,750	2,373	$2,209,798	8.13%	$179,727
	NBL					$473,645		$38,522
	EBL					$473,645		$38,522
	SBR					$998,652		$81,222
	Signal Timings					$58,716		$4,775
Collier Pkwy @ County Line Rd.	EBL	123	5,274	6,231	957	$473,645	12.85%	$60,876
	WBR					$998,652		$128,353
	Signal Timings					$58,716		$7,547
US 41 @ County Line Road	NBR	130	5,860	7,351	1,491	$998,652	8.72%	$87,072
	EBL					$473,645		$41,297
	EBT Auxiliary Lane					$2,209,798		$192,672
	Receiving lane for EBT					$2,209,798		$192,672
	Signal Timings					$58,716		$5,119

TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
SR 54 @ Coats Road	NBL	217	3,946	5,081	1,135	$473,645	19.12%	$90,556
	Receiving lane for NBL					$2,209,798		$422,490
	SBR					$998,652		$190,932
	EBR					$998,652		$190,932
	Signal Timings					$58,716		$11,226
SR 52 @ US 41	NBL	92	5,322	6,125	803	$473,645	11.46%	$54,266
	Receiving lane for NBL					$2,209,798		$253,177
	WBT Auxiliary Lane					$2,209,798		$253,177
	Receiving Lane for WBT					$2,209,798		$253,177
	Signal Timings					$58,716		$6,727
SR 54 @ SR 56	Receiving lane for EBT	893	10,221	13,025	2,804	$2,209,798	31.85%	$703,762
	WBT Auxiliary Lane					$2,209,798		$703,762
	Receiving lane for EBL					$2,209,798		$703,762
	EBL					$473,645		$150,843
	Signal Timings					$58,716		$18,699
SR 54 @ Collier Pkwy[6]	Interchange SR 54 Fly-over, WBL	636	9,068	19,388	10,320	$106,385,628	6.16%	$6,553,355
CR 54 @ I-75[6]	Interchange Reconstruction NBL, SBL	2227	15,948	21,679	5,731	$85,829,700	33.76%	$28,976,107
SR 56 @ I-75[6]	Interchange Reconstruction EBL, NBL, SBL	1594	18,929	24,367	5,438	$22,703,778	24.49%	$5,560,155
US 41 @ SR 54[4]	Interchange US 41 Fly-over, NBR,EBR,WBR - free flow turns	357	10,699	21,933	11,234	$124,145,800	3.18%	$3,947,811
SR 56 @ SR 581[6]	Each Approach - Triple Lefts, Three Thrus, Excl. Rights (EB Dual Right)	4505	9,060	13,707	4,647	$2,475,659	96.94%	$2,400,009
					Total:	$532,067,157	Intersection Total	$134,533,625

TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
					Pasco:	$498,653,961	Pasco:	$117,710,546
					Hillsborough:	$33,413,196	Hillsborough:	$16,823,079

Notes:

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

(1) D7 June 2009 Construction Cost for 300 feet exclusive right turn lane is $251,069

Construction cost for 300 feet exclusive left turn lane is $119,078

For intesection turn lanes, assume each turn lane leg is 0.1 miles

Total Construction Cost for 0.1 mile exclusive right turn lane is $441,881

Total Construction Cost for 0.1 mile exclusive left turn lane is $209,577

To obtain the total cost for the turn lane improvement, Right-of-way cost at a rate of 120% of construction cost (less scope contingency) was added to the construction costs

Total Improvement Cost for 0.1 mile exclusive right turn lane is $998,632

Total Improvement Cost for 0.1 mile exclusive left turn lane is $473,645

(2) For through lanes, a transition length of 0.25 miles was used.

Construction Cost for adding 1 mile of 1 through lane $3,911,148

Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of 120% of construction cost is $2,209,798

(3) Before and After Improvement capacities were considered from HCS and Synchro software for the respective intersections

(4) Total cost for new interchange at SR 54 and US 41 is $124,145,000 (Revised from $160M based on latest estimates)

(5) Cost for modifying signal timings and or phasing = $58,716

15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.

(6) Updated using costs from detailed concept plans - for detailed cost breakdowns, see attached worksheet

Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from

(7) Improvements provided are in addition to the 'Existing plus Committed' Improvements, with the exception of SR 56 @ SR 581

Wiregrass DRI Improvement Costs - REVISED 10/26/2009
Concept Plans - Link Improvement Costs

Intersection	Phase(s)*	Total Construction Cost	PE Design (15%)	CEI (15%)	ROW Cost	Total Project Cost	Reduced Total Project Cost**
Links							
I-75 from I-275 to SR 56	1,2 and 3	$11,409,000	$1,711,350	$1,711,350	$7,187,400	**$22,019,100**	**$14,464,347**
I-75 from SR 56 to Overpass Road	1,2 and 3	$54,241,000	$8,136,150	$8,136,150	$8,300,000	**$78,813,300**	**$51,772,457**
I-75 from Overpass Road to SR 52	1,2 and 3	$22,389,000	$3,358,350	$3,358,350	$2,286,900	**$31,392,600**	**$20,621,799**
SR 54 from US 41 to CR 54/SR 56	1	$35,734,000	$5,360,100	$5,360,100	$27,192,450	**$73,646,650**	**$48,378,484**
SR 54 from US 41 to CR 54/SR 56	2 and 3	$22,029,000	$3,304,350	$3,304,350	$27,192,450	**$55,830,150**	**$36,674,826**
SR 581 (Bruce B Downs)	1,2 and 3	$10,730,000	$1,609,500	$1,609,500	$0*	**$13,949,000**	**$9,163,098**

*ROW included in intersection concept plan

Phases 1, 2 and 3: Segment Breakdown (Calculated per mile and then segments shifted to match the Wiregrass DRI segments)

		Reduced Total Project Cost**
I-75 from I-275 to 56:	$22,019,100	$14,464,347
I-75 from 56 to 54:	$41,809,492	$27,464,655
I-75 from 54 to 52:	$68,396,408	$44,929,600

Phase 1		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$43,123,000	$28,327,499
SR 54 from Collier to Livingston:	$4,492,657	$2,951,226
SR 54 Livingston to SR 56:	$26,030,993	$17,099,759

Phase 2 and 3		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$33,926,800	$22,286,515
SR 54 from Collier to Livingston:	$3,223,869	$2,117,760
SR 54 Livingston to SR 56:	$18,679,481	$12,270,551

**Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 200

% Change **34.31%**

Above %reduction is applied to concept plans throughout

TABLE 21-14C

WIREGRASS DRI - PHASE 3

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
SR 54 @ CR 581[6]	NBR EBR 2NBL WBL Fly-over Signal Timings	3342	8229	14,432	6,203	$117,188,727	53.88%	$63,137,953
SR 54 @ Morris Bridge	Receiving lane for EBL Receiving lane for EBT WBT Auxiliary Lane EBL NBR EBR Signal Timings	588	4,153	6,997	2,844	$2,209,798 $2,209,798 $2,209,798 $473,645 $998,652 $998,652 $58,716	20.68%	$456,878 $456,878 $456,878 $97,927 $206,472 $206,472 $12,140
SR 54 @ Curley Road	Receiving lane for EBL EBL SBL Receiving lane for EBT WBT Auxiliary Lane Signal Timings	1460	4,246	8,799	4,553	$2,209,798 $473,645 $473,645 $2,209,798 $2,209,798 $58,716	32.07%	$708,611 $151,883 $151,883 $708,611 $708,611 $18,828
Bruce B Downs Blvd@ Dona Michelle Rd	Receiving lane for SBL Receiving lane for NBT NBT Auxiliary Lane SBL Signal Timings	1466	13,856	15,416	1,560	$2,209,798 $2,209,798 $2,209,798 $473,645 $58,716	93.97%	$2,076,644 $2,076,644 $2,076,644 $445,105 $55,178
Bruce B Downs Blvd @ Regents Park	Receiving lane for SBL Receiving lane for NBL SBL NBL NBT Auxiliary Lane Receiving lane for NBT EBL Signal Timings	2515	8,670	13,463	4,793	$2,209,798 $2,209,798 $473,645 $473,645 $2,209,798 $2,209,798 $473,645 $58,716	52.47%	$1,159,533 $1,159,533 $248,533 $248,533 $1,159,533 $1,159,533 $248,533 $30,810
Bruce B. Downs @ Pebble Creek	NBT Auxiliary Lane SBL Signal Timings	2490	7,067	12,988	5,921	$2,209,798 $473,645 $58,716	42.05%	$929,302 $199,185 $24,692
Bruce B Downs Blvd @ Highwoods Preserve	Receiving lane for SBL SBL NBR WBL Signal Timings	1719	14,054	14,055	1	$2,209,798 $473,645 $998,652 $473,645 $58,716	100.00%	$2,209,798 $473,645 $998,652 $473,645 $58,716
County Line Road@ SR 581	NBR SBL EBL WBL NBL Signal Timings	3302	8,951	13,372	4,421	$998,652 $473,645 $473,645 $473,645 $473,645 $58,716	74.69%	$745,883 $353,761 $353,761 $353,761 $353,761 $43,854

TABLE 21-14C

WIREGRASS DRI - PHASE 3

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
Bruce B. Downs @ Cross Creek	Receiving lane for SBL	2110	12,271	13,050	779	$2,209,798	100.00%	$2,209,798
	EBL					$473,645		$473,645
	NBL					$473,645		$473,645
	SBL					$473,645		$473,645
	Signal Timings					$58,716		$58,716
Bruce B. Downs @ Amberly Drive	NBL	227	10,016	12,926	2,910	$473,645	7.80%	$36,948
	WBL					$473,645		$36,948
	SBL					$473,645		$36,948
	Signal Timings					$58,716		$4,580
Bruce B. Downs @ Tampa Palms	NBL	227	9,229	11,882	11,882	$473,645	1.91%	$9,049
	WBL					$473,645		$9,049
	Signal Timings					$58,716		$1,122
Bruce B. Downs @ Commerce Palms	Receiving lane for SBL	671	9,499	12,794	3,295	$2,209,798	15.90%	$351,369
	NBL					$473,645		$75,312
	SBL					$473,645		$75,312
	Signal Timings					$58,716		$9,336
Bruce B. Downs @ Bearss	Receiving lane for NBL	208	9,390	11,505	2,115	$2,209,798	9.83%	$217,323
	NBL					$473,645		$46,581
	EBL					$473,645		$46,581
	SBR					$998,652		$98,213
	Signal Timings					$58,716		$5,774
Bruce B. Downs @ Skipper Road	NBL	228	7,911	10,385	2,474	$473,645	9.22%	$43,650
	Signal Timings					$58,716		$5,411
Bruce B. Downs @ Lake Forest Road	SBL	103	9,327	12,316	2,989	$473,645	3.45%	$16,322
	Signal Timings					$58,716		$2,023
Collier Pkwy @ County Line Rd.	EBL	138	5,274	6,230	956	$473,645	14.44%	$68,371
	WBR					$998,652		$144,157
	Signal Timings					$58,716		$8,476
US 41 @ County Line Road	NBR	148	5,308	6,911	1,603	$998,652	9.23%	$92,202
	EBL					$473,645		$43,730
	WBL					$473,645		$43,730
	EBT Auxiliary Lane					$2,209,798		$204,024
	Receiving lane for EBT					$2,209,798		$204,024
	Signal Timings					$58,716		$5,421
SR 54 @ Old Pasco Road	EBL	520	4,538	6,906	2,368	$473,645	21.96%	$104,010
	Signal Timings					$58,716		$12,894
Morris Bridge @ Cross Creek	Receiving lane for EBL	86	3,525	4,407	882	$2,209,798	9.75%	$215,468
	NBL					$473,645		$46,183
	Signal Timings					$58,716		$5,725

TABLE 21-14C

WIREGRASS DRI - PHASE 3

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
SR 52 @ US 41	EBT Auxiliary Lane	105	5,243	7,184	1,941	$2,209,798	5.41%	$119,541
	Receiving lane for EBT					$2,209,798		$119,541
	WBT Auxiliary Lane					$2,209,798		$119,541
	Receiving lane for WBT					$2,209,798		$119,541
	NBT Auxiliary Lane					$2,209,798		$119,541
	Receiving lane for NBT					$2,209,798		$119,541
	SBT Auxiliary Lane					$2,209,798		$119,541
	Receiving lane for SBT					$2,209,798		$119,541
	NBL					$473,645		$25,622
	Signal Timings					$58,716		$3,176
SR 54 @ Coats Road	EBR	306	3,769	5,008	1,239	$998,652	24.70%	$246,640
	EBL					$473,645		$116,978
	Receiving lane for EBL					$2,209,798		$545,761
	NBL					$473,645		$116,978
	Receiving lane for NBL					$2,209,798		$545,761
	SBR					$998,652		$246,640
	Signal Timings					$58,716		$14,501
SR 54 @ SR 56[6]	SBR	971	7,492	16,553	9,061	72,688,317	10.72%	$7,789,466
	EBL Fly-over							
	Receiving lane for EBT							
	WBT Auxiliary Lane							
	WBR							
	Signal Timings							
Bruce B Downs @ I-75	NBL at WB Ramp	1325	14,648	14,989	341	$473,645	100.00%	$473,645
	Signal Timings					$58,716		$58,716
SR 54 @ Suncoast Pkwy NB Ramp	2WBT	183	5,977	10,066	4,089	$4,419,597	4.48%	$197,796
	NBL					$473,645		$21,198
	Receiving lane for EBT					$2,209,798		$98,898
	Receiving lane for EBL					$2,209,798		$98,898
	Acceleration lane for NBR					$2,209,798		$98,898
	Signal Timings					$58,716		$2,628
SR 54 @ Porter Blvd.	WBT Auxiliary Lane	2223	11,128	12,897	1,769	$2,209,798	100.00%	$2,209,798
	Receiving lane for EBT					$2,209,798		$2,209,798
Collier Pkwy @ SR 54[6]	Interchange	810	8,844	19,328	10,484	$106,385,628	7.73%	$8,219,416
	SR 54 Fly-over, WBL							
CR 54 @ I-75[6]	Interchange Reconstruction	2343	18,268	22,434	4,166	$85,829,700	35.31%	$30,306,467
	NBL, SBL							
SR 56 @ I-75[6]	Interchange Reconstruction	1668	18,661	27,842	9,181	$28,755,206	26.67%	$7,669,014
	EBL, NBL, SBL							
US 41 @ SR 54	Interchange[4]	397	10,753	21,830	11,077	$124,145,000	3.58%	$4,449,360
	US 41 Fly-over, NBR,EBR,WBR - free flow turns							
SR 56 @ SR 581[6]	Each Approach - Triple Lefts, Three Thrus, Excl. Rights (EB Dual Right)	5028	8403	13,161	4,758	$2,475,659	100.00%	$2,475,659
					Total:	$649,718,703	Intersection Total	$162,410,949

TABLE 21-14C

WIREGRASS DRI - PHASE 3

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
					Pasco:	$607,336,879	Pasco:	$139,281,523
						$42,381,823	Hillsborough:	$23,129,425

Notes:

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

(1) D7 June 2009 Construction Cost for 300 feet exclusive right turn lane is $251,069

Construction cost for 300 feet exclusive left turn lane is $119,078

For intesection turn lanes, assume each turn lane leg is 0.1 miles

Total Construction Cost for 0.1 mile exclusive right turn lane is $441,881

Total Construction Cost for 0.1 mile exclusive left turn lane is $209,577

To obtain the total cost for the turn lane improvement, Right-of-way cost at a rate of 120% of construction cost (less scope contingency) was added to the construction costs

Total Improvement Cost for 0.1 mile exclusive right turn lane is $998,652

Total Improvement Cost for 0.1 mile exclusive left turn lane is $473,645

(2) For through lanes, a transition length of 0.25 miles was used.

Construction Cost for adding one mile of one (1) through lane on the inside $3,911,148

Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of 120% of construction cost is $2,209,798

(3) Before and After Improvement capacities were considered from HCS and Synchro software for the respective intersections

(4)Total cost for new interchange at SR 54 and US 41 is $124,145,000 (Revised from $160M based on latest estimates)

(5) Cost for modifying signal timings and or phasing = $58,716

15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.

(6) Updated using costs from detailed concept plans - for detailed cost breakdowns, see attached worksheeet

Concept plan costs reduced by 22.41%, consistent with cost reduction at SR 54 and US 41 interchange.

(7) Improvements provided are in addition to the 'Existing plus Committed' Improvements, with the exception of SR 56 @ SR 581

TABLE 21-15C
WIREGRASS DRI PHASE 3
PROPORTIONATE SHARE
REVISED 10/26/2009

Roadway	From	To	2016 Peak Hour Project NB/EB	2016 Peak Hour Project SB/WB	No. Lane	PM Peak Hour Capacity Before Improvement NB/EB	PM Peak Hour Capacity Before Improvement SB/WB	Require Imp	PM Peak Hour Capacity After Improvement NB/EB	PM Peak Hour Capacity After Improvement SB/WB	Percent Contribution NB/EB	Percent Contribution SB/WB	Length Mile	Cost/Mile NB/EB	Cost/Mile SB/WB	Total Project Cost	Ref.	Proportionate Share per Direction NB/EB	Proportionate Share per Direction SB/WB	Total Proportionate Share
C.R. 577 (Curley Rd)	S.R. 54	Zwest	294	307	2UL	720	580	4DL	1550	1260	35.42%	45.15%	0.71	$7,155,535	$7,155,535	$10,160,860	(15)	$1,799,574	$2,293,665	$4,093,239
S.R. 581	S.R. 56	County Line Rd	1,253	1,200	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	1.00	$4,581,549	$4,581,549	$9,163,098	(13)	$4,581,549	$4,581,549	$9,163,098
BB Downs Blvd	County Line Rd	Pebble Creek Dr.	1,272	1,218	4DL	1860	1530	8DL	3540	2900	75.71%	88.91%	1.37	$14,697,927	$14,697,927	$40,272,320	(4)	$15,245,950	$17,902,075	$33,148,025
BB Downs Blvd	Palm Springs Blvd.	Bearss Ave.	106	102	4DL	1860	1530	6DL	2790	2290	11.40%	13.42%	3.25	$10,851,835	$10,851,835	$70,536,928	(5)	$4,019,846	$4,733,399	$8,753,246
Collier Parkway	S.R. 54	Weeks Blvd.	98	94	4DL	1620	1330	6DL	2450	2000	11.81%	14.03%	0.64	$4,620,193	$4,620,193	$5,913,847	(10)	$349,131	$414,852	$763,983
Collier Parkway	Weeks Blvd.	Hale Road	68	65	2UL	760	630	6DL	2450	2000	4.02%	4.74%	1.93	$6,257,675	$6,257,675	$24,154,625	(16)	$485,951	$573,011	$1,058,962
Cross Creek Blvd	Kinnan Street	Morris Bridge Rd.	44	42	2UL	760	630	4DL	1620	1330	5.12%	6.00%	3.00	$9,850,248	$9,850,248	$59,101,490	(1)	$1,511,899	$1,773,045	$3,284,943
I-275	I-75 / County Line Rd	Bearss Ave.	572	548	4F	4040	4040	6F	6100	6100	27.77%	26.60%	6.80	$6,242,206	$6,242,206	$84,894,003	(3)	$11,786,255	$11,291,727	$23,077,981
I-75	S.R. 52	S.R. 54	405	422	4F	2890	2890	6F	4460	4460	25.80%	26.88%	6.64	$22,464,800	$22,464,800	$44,929,600	(13)	$5,795,060	$6,038,309	$11,833,369
I-75	S.R. 54	S.R 56	370	387	4F	2940	2940	8F	6150	6150	11.53%	12.06%	3.48	$13,732,328	$13,732,328	$27,464,655	(13)	$1,582,854	$1,655,580	$3,238,434
I-75	S.R. 56	I-275	670	642	4F	2940	2940	6F	4550	4550	41.61%	39.88%	1.67	$7,232,173	$7,232,173	$14,464,347	(13)	$3,009,662	$2,883,885	$5,893,548
I-75	C.R. 581	Fletcher Ave.	418	400	4F	3580	3580	8F	7480	7480	10.72%	10.26%	4.34	$8,454,560	$8,454,560	$73,385,579	(6)	$3,932,714	$3,763,363	$7,696,077
S.R. 52	C.R. 581	Pasco Rd	85	88	2UL	820	670	4DL	1810	1480	8.59%	10.86%	1.31	$9,850,248	$9,850,248	$25,807,651	(1)	$1,107,904	$1,401,897	$2,509,801
S.R. 52	Pasco Rd	I75	147	141	2UL	820	670	4DL	1810	1480	14.85%	17.41%	0.72	$9,850,248	$9,850,248	$14,184,358	(1)	$1,053,081	$1,234,564	$2,287,646
S.R. 52	Mckendree Road	C.R. 577	90	94	2UL	820	670	4DL	1810	1480	9.09%	11.60%	2.46	$9,850,248	$9,850,248	$48,463,222	(1)	$2,202,874	$2,812,063	$5,014,937
S.R. 52	C.R. 577	Happy Hill Road	55	57	2UL	820	670	4DL	1810	1480	5.56%	7.04%	2.44	$9,850,248	$9,850,248	$48,069,212	(1)	$1,335,256	$1,691,324	$3,026,580
S.R. 54	US 41	Collier PKWY	205	196	4DL	1860	1530	8DL	3540	2900	12.20%	14.31%	1.81	$11,143,257	$11,143,257	$22,286,515	(13)	$1,359,743	$1,594,218	$2,953,961
S.R. 54	Collier PKWY	Livingston	351	336	4DL	1860	1530	8DL	3540	2900	20.89%	24.53%	0.62	$1,058,880	$1,058,880	$2,117,760	(13)	$221,230	$259,696	$480,926
S.R. 54	Livingston	S.R. 56	373	357	4DL	1860	1530	8DL	3540	2900	22.20%	26.06%	1.95	$6,135,276	$6,135,276	$12,270,551	(13)	$1,362,177	$1,598,754	$2,960,932
C.R. 54	S.R. 56	Magnolia	167	175	2UL	760	630	4DL	1620	1330	19.42%	25.00%	3.25	$22,637,547	$22,637,547	$45,275,094	(17)	$4,395,896	$5,659,387	$10,055,283
C.R. 54	Magnolia	I-75	376	360	4DL	1330	1620	6DL	2000	2450	56.12%	43.37%	1.31	$4,620,193	$4,620,193	$12,104,905	(17)	$3,396,600	$2,625,160	$6,021,760
S.R. 54	I-75	S.R. 581	1,170	1,221	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	0.29	$0	$0	$0	(19)	$0	$0	$0
S.R. 54	S.R. 581	Porter Blvd	843	880	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	0.33	$0	$0	$0	(19)	$0	$0	$0
S.R. 54	CR 577	Meadow Pointe Blvd.	418	437	2UL	860	700	4DL	1860	1530	41.80%	52.85%	1.00	$9,850,248	$9,850,248	$19,700,497	(1)	$4,117,404	$5,186,215	$9,303,619
S.R. 54	Meadow Pointe Blvd.	New River Road	347	363	2UL	820	670	4DL	1810	1480	35.05%	44.81%	2.74	$9,850,248	$9,850,248	$53,979,361	(1)	$9,460,019	$12,095,375	$21,555,395
S.R. 54	New River Road	Morris Bridge Rd.	242	253	2UL	860	700	4DL	1860	1530	24.20%	30.48%	0.73	$9,850,248	$9,850,248	$14,381,363	(1)	$1,740,145	$2,191,858	$3,932,003
S.R. 56	S.R. 54	I-75	430	411	4DL	1860	1530	6DL	2790	2290	48.24%	54.08%	0.75	$0	$0	$0	(19)	$0	$0	$0
S.R. 56	SR 581	Commercial entrance	1,533	1,468	2UL	860	700	6DL	2790	2290	79.43%	92.33%	0.58	$6,847,167	$6,847,167	$7,942,714	(21)	$3,154,451	$3,666,636	$6,821,087
S.R. 56	Commercial entrance	Porter Blvd	1,336	1,279	2UL	860	700	6DL	2790	2290	69.22%	80.44%	1.03	$6,847,167	$6,847,167	$14,105,164	(21)	$4,881,995	$5,673,115	$10,555,110
S.R. 56	Porter Blvd	Wesley Chapel Blvd.	846	811	2UL	860	700	6DL	2790	2290	43.83%	51.01%	1.70	$6,847,167	$6,847,167	$23,280,368	(21)	$5,102,381	$5,937,226	$11,039,607
Chancey Road	Project Boundary	Meadow Pointe Blvd.	80	84	0L	0	0	2UL	760	630	10.53%	13.33%	0.23	$3,698,657	$3,698,657	$1,701,382	(11)	$89,546	$113,425	$202,972
Wesley Chapel Blvd.	SR 56	SR 54	204	195	2UL	760	630	4DL	1620	1330	23.72%	27.86%	2.57	$3,497,274	$3,497,274	$17,975,988	(12)	$2,132,036	$2,503,795	$4,635,834
Zwest	Curley Road	Handcart Road	156	150	2UL	870	720	4DL	2980	2440	7.39%	8.72%	3.5	$3,497,274	$3,497,274	$24,480,918	(18)	$904,982	$1,067,482	$1,972,464
I-75	Fowler Ave.	Fletcher Ave.	345	331	6F	6640	6640	12F	11310	11310	7.39%	7.09%	1.07	$17,855,305	$17,855,305	$38,210,353	(10)	$1,411,410	$1,354,136	$2,765,546
															Total:	$910,778,724			Total:	$220,100,367
															Pasco:	*$544,378,052*				
															Hillsborough:	*$366,400,672*				

Intersections Analysis $162,410,949

GRAND TOTAL *$382,511,316*

Pasco: $141,374,549
Hillsborough: $78,725,818

Source:District 7 June 2009 Transportation Costs and Detailed Concept Plans
ROW costs below are estimated based on the D7 Transportation Cost: (Total construction cost - scope contingency) x 120%= ROW, CEI = 15% of Construction, Design = 15% of Construction

	Scope Contingency (June '09)	Subtotal Construction Column from FDOT Tables (June '09)	TOTAL CONSTRUCTION (June '09)	ROW (June '09)	DESIGN & CEI (June '09)	TOTAL (June '09)	Cost/Mile per Direction (June '09)
(1) Add 2 land to existing 2 lane	$1,743,407	$6,973,627	$8,717,034	$8,368,352	$2,615,110	$19,700,497	$9,850,248
(2) Add 2 lane to existing 6 lane	$2,311,460	$9,245,841	$11,557,301	$11,095,009	$3,467,190	$26,119,501	$13,059,750
(3) Add 2 lane to existing 4 lanes (interstate-NO ROW)	$1,920,679	$7,682,715	$9,603,394	$0	$2,881,018	$12,484,412	$6,242,206
(4) Add 4 lane to existing 4 lane	$2,601,403	$10,405,612	$13,007,015	$12,486,734	$3,902,105	$29,395,854	$14,697,927
(5) Add 2 lane to existing 4 lane	$1,920,679	$7,682,715	$9,603,394	$9,219,258	$2,881,018	$21,703,670	$10,851,835
(6) Add 4 lane to existing 4 lane (interstate-NO ROW)	$2,601,403	$10,405,612	$13,007,015	$0	$3,902,105	$16,909,120	$8,454,560
(7) Add 4 lane to existing 4 lane for BBD (SR 581 PD&E study)	N/A	N/A	N/A	N/A	N/A	$8,963,503	$4,481,752
(8) Add 2 lane to existing 6 lane (interstate)	$2,311,460	$9,245,841	$11,557,301	$0	$3,467,190	$15,024,491	$7,512,246
(9) New 6 lane roadway (SR 56 - No ROW)	$3,160,231	$12,640,924	$15,801,155	$0	$4,740,347	$20,541,502	$10,270,751
(10) 6 lanes of Interstate	$3,160,231	$12,640,924	$15,801,155	$15,169,109	$4,740,347	$35,710,610	$17,855,305

(11) Cost of Chancey and the Loop Road (2-laning) calculated using 'Subtotal' column for New Urban 2-Lane from FDOT June 2008 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: New Urban 2 lanes (June '09)- Scope Cont. $626,891 Subtotal Const $6,268,911 Total Const $6,895,802 ROW $0 Design & CEI $501,513 Total $7,397,315 Cost/Mile per direction $3,698,657
(12) Cost of Wesley Chapel Blvd calculated using 'Subtotal' column for add 2 lanes to existing 2 lanes from FDOT June 2009 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 2 to 4 lanes (June '09)- Scope Cont. $592,758 Subtotal Const $5,927,583 Total Const $6,520,341 ROW $0 Design & CEI $474,207 Total $6,994,548 Cost/Mile per direction $3,497,274
(13) Total project cost determined from detailed concept plans - for detailed cost breakdown, please see attached worksheet. The concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.
(14) TOTAL = Sum of Construction + ROW + Design & CEI
(15) Cost of Curley calculated using Construction Cost from FDOT tables - ROW and Design from the County CIP

County Method: 2 to 4 lanes (June '09)- Scope Cont. $592,758 Subtotal Const $5,927,583 Total Const $6,520,341 ROW & Design, CEI* $7,790,729 Total $14,311,070 Cost/Mile per direction $7,155,535
*County Method: 2 to 4 lanes (Oct. '06) - Scope Cont. $870,355 Subtotal Const $8,703,552 Total Const $9,573,907
*ROW & Design,CEI Costs derived from Total Per Mile Cost from original tables - ($8,682,318*2)-$9,573,907 = $7,790,729
(16) Cost of Collier Parkway calculated using 'Subtotal' column for 4 to 6 and 2 to 6 lanes from FDOT June 2008 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 4 to 6 lanes (June '09) - Scope Cont. $653,031 Subtotal Const $6,530,308 Total Const $7,183,339 ROW $1,534,622 Design & CEI $522,425 Total $9,240,385 Cost/Mile per direction $4,620,193

County Method: 2 to 6 lanes (June '09) - Scope Cont. $884,477 Subtotal Const $8,844,770 Total Const $9,729,247 ROW $2,078,521 Design & CEI $707,582 Total $12,515,350 Cost/Mile per direction $6,257,675
(17) Cost of CR 54 from SR 56 to Magnolia uses County CIP Cost; from Magnolia to I-75 uses 'Subtotal' column for 4 to 6 lanes from FDOT June 2008 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 4 to 6 lanes (June '09) - Scope Cont. $653,031 Subtotal Const $6,530,308 Total Const $7,183,339 ROW $1,534,622 Design & CEI $522,425 Total $9,240,385 Cost/Mile per direction $4,620,193

County Method: 2 to 4 lanes (June '09)- Scope Cont. $592,758 Subtotal Const $5,927,583 Total Const $6,520,341 ROW $1,392,982 Design & CEI $474,207 Total $8,387,530 Cost/Mile per direction $4,193,765
(18) Cost of Zephyrhills Bypass calculated using 'Subtotal' column for 2 to 4 lanes from FDOT June 2009 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines (No ROW assumed at this time)
(19) Cost of link widening included in intersection concept plans and costs
(20) Cost of Chancey Road and Porter 4-laning calculated using County Methodology
(21) Assumed 2/3 of the cost of a new 6-lane roadway - (9) above
*** NOTE: Costs from detailed concept plans are not calculated per mile, but using an overall project cost for the segment**

KING ENGG.

Exhibit H

O:\Traffic\3776-001-000 Wiregrass Prelim\NOPC SR1\LinkTables_Phase3_102609.xls

EXHIBIT I

WIREGRASS RANCH DRI NO. 260

WIREGRASS RANCH TRANSPORTATION MITIGATION TABLE

WIREGRASS - PHASE 1 TRANSPORTATION MITIGATION

Rev. July 23, 2012

Agreed Proportionate Share Requirements

	Gross Prop Share	L.E. Credit [4]	Net Prop. Share
Phase 1	$ 179,257,826	$ 13,122,985	$ 166,134,841
Phase 2	$ 148,251,087	$ 24,668,924	$ 123,582,163
Phase 3	$ 55,002,403	$ 13,122,985	$ 41,879,418
Gross Total	$ *382,511,316*	Net Total	$ *331,596,422*

Proposed Phase 1 Pipeline Projects
Agreed Proportionate Share and Impact Fee Credits

	Roadway	Total Construction Cost	Proportionate Share Credit	Impact Fee Credit	Financial Assurance [1]	Start Date [2]
1	SR 56 / 581 Intersection	$ 2,475,659	100%	50%	3/31/2008 [5]	1/1/2008[5]
2	SR 56 - 581 to Wiregrass Ranch Blvd.[6]	$ 22,047,878	100%	50%	3/31/2008 [5]	1/1/2008[5]
3	SR 56 - Wiregrass Ranch Blvd. to Meadow Pointe Blvd. [6]	$ 14,269,298	100%	50%/100%	3/31/2008 [5]	1/1/2008[5]
4	Mansfield Blvd.	$ 5,956,019	50%	50%	3/31/2008 [5]	6/1/2008[5]
5	Meadow Pointe Blvd.	$ 17,975,988	100%	100%	1/31/2019	8/3/2019
6	CR 54 Widening	$ 45,275,094	100%	100%	1/31/2022	8/3/2022
7	Wiregrass Ranch Blvd. [6]	$ 29,579,924	50%	50%	1/31/2022	8/3/2022
8	SR 581 Realignment	$ 34,920,553	100%	67%	1/31/2022	8/3/2022
9	Chancey Road	$ 12,343,775	50%	50%	1/31/2022	8/3/2022
10	SR 54 ROW Acquisition Fund	$ 5,000,000	100%	100%	N/A	N/A
11	Park & Ride Facility	$ 3,454,459	100%	100%	N/A[7]	N/A[7]
	Total		$ *169,358,788* [3]			

[1] A letter of credit, bond or other form of financial assurance shall satisfy this requirement.

[2] Schedule shown does not preclude the developer from initiating construction of the improvements earlier than the dates required.

[3] Additional proportionate share credit in excess of the required Phase 1 net proportionate share identified above shall be applied to the initial development to be constructed in Phase 2.

[4] The Limited Exemption (L.E.) credit is made up of the following:
Office: $26,499,278
Hospital/Med Office: $7,550,211
Community College: $,255,258
Town Center: $12,869,677
Hotel: $1,740,470

[5] These obligations have been satisfied.

[6] Wiregrass Ranch Boulevard is formerly known as Porter Boulevard.

[7] To be determined in accordance with the Easement Agreement.

[8] All costs indentified are based on June 2009 FDOT cost index.

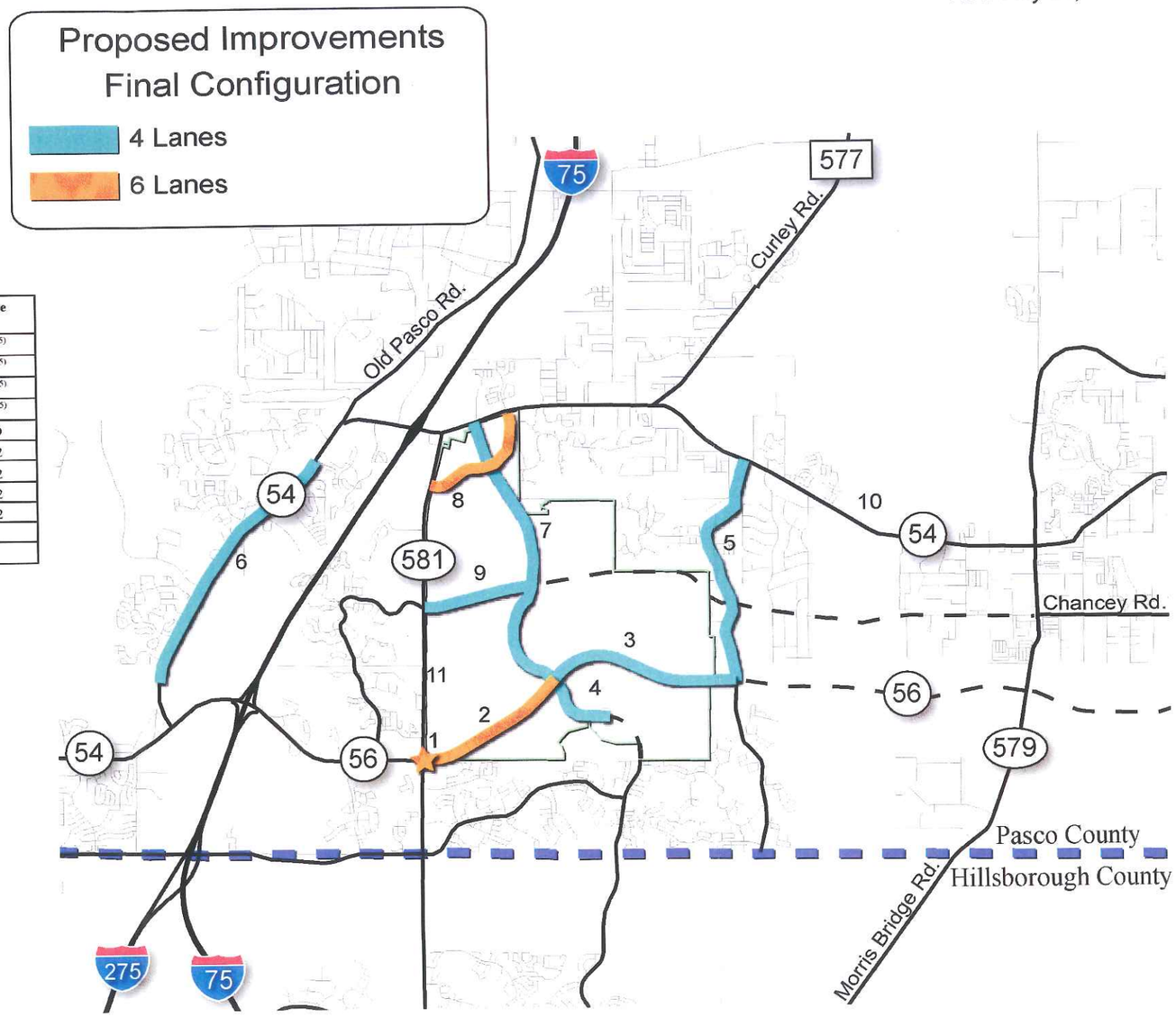


EXHIBIT "I" Page 1of 10

- LEGEND -
Major Roads
All Roads
Future Roads
Wiregrass
County Line

King ENGINEERING ASSOCIATES, INC.
Jacksonville, Florida 904 636-6755
Sarasota, Florida 941 358-6500
Tampa, Florida 813 880-8881
www.kingengineering.com

SCALE
0' 6,000' 12,000'

PASCO COUNTY

GRAPHIC REPRESENTATIONS ARE GENERAL IN NATURE AND SHOULD BE USED FOR PLANNING PURPOSES ONLY

TABLE 1
PROPOSED MITIGATION FOR WIREGRASS DRI - PHASE 1
Date 10/26/09

Item	Description	Improvement	Cost/Mile (D7 June 2009)	Reference	Link Length (feet)	Link Length (mile)	Total Project Cost Source: District 7 June 2008 Cost	Percentage Proportionate Share Credit	Total Proportionate Share Credit (D7 June 2008)
1	SR 56/ SR 581 (FDOT ultimate intersection)	n/a	n/a	Proportionate Share Tables	n/a	n/a	$2,475,659	100%	$2,475,659
2	SR 56 - from SR 581 to Wiregrass Ranch Blvd.	2 lanes to 6 lanes	n/a	Proportionate Share Tables	8,501	1.61	$22,047,878	100%	$22,047,878
3	SR 56 - from Wiregrass Ranch Blvd. to Meadow Pointe Blvd.	2 lanes to 4 lanes	n/a	Proportionate Share Tables	8,976	1.70	$14,269,298	100%	$14,269,298
4	Mansfield Blvd. - from SR 56 to School Entrance	New 4 lanes	$10,361,706	VII	3,035	0.57	$5,956,019	50%	$2,978,009
5	Meadow Pointe - from SR 54 to SR 56	2 lanes to 4 lanes	$6,994,548	IX	13,554	2.57	$17,975,988	100%	$17,975,988
6	CR 54 Widening - CCTC to Magnolia Drive	2 lanes to 4 lanes	Meeting 07/12/07	Meeting 07/12/07	n/a	n/a	$45,275,094	100%	$45,275,094
7	Wiregrass Ranch Blvd. - from SR 54 to SR 56	New 4 lanes	$10,361,706	VII	15,073	2.85	$29,579,924	50%	$14,789,962
8	[1]SR 581 Realignment	New 6 lanes	$20,541,502	I	8,976	1.70	$34,920,553	100%	$34,920,553
9	Chancey Road - from SR 581 to Porter Blvd.	New 4 lanes	$10,361,706	VII	6,290	1.19	$12,343,775	50%	$6,171,887
10	[2]SR 54 ROW Acquisition Fund	n/a	n/a	n/a	n/a	n/a	$5,000,000	100%	$5,000,000
11	Park & Ride Facility	n/a	n/a	Meeting 07/12/07	n/a	n/a	$3,454,459	100%	$3,454,459
						Total	$193,298,647		$169,358,788

Phase 1 Net Proportionate Share $166,134,841

Note:
1)[1] Realignment length was taken from County's Mitigation Proposal 06/13/07
2) [2] To Be paid on a "per trip" basis from the inception of Phase 1 development.
3) Concept plan costs were reduced by34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.

Source:

Table 1A- Obtained from District 7 Transportation Cost Estimates

Ref.	Urban Road	District 7 June 2009 Costs		
		Construction Cost Per Mile	Design & CEI Cost Per Mile	Total Cost Per Mile
I	6 Lane Roadway	$15,801,155	$4,740,347	$20,541,502
II	4 Lane Roadway	$12,913,392	$3,874,018	$16,787,410
III	2 Lane Roadway	$9,218,985	$2,765,696	$11,984,681
VI	Add Lanes(2 to 4)	$8,717,034	$2,615,110	$11,332,144
V	Add Lanes(4 to 6)	$9,603,394	$2,881,018	$12,484,412

Table 1B- County Methodology for Cost Calculations

Ref.	Urban Road	District 7 June 2009 Costs				
		FDOT Subtotal Construction Cost Per Mile	Pasco County Construction Cost Per Mile	Design & CEI Cost Per Mile	Scope Contingency	Total Cost Per Mile
VI	6 Lane Roadway	$12,640,924	$10,744,785	$859,583	$1,074,479	$12,678,847
VII	4 Lane Roadway	$10,330,714	$8,781,107	$702,489	$878,111	$10,361,706
VIII	2 Lane Roadway	$7,375,189	$6,268,911	$501,513	$626,891	$7,397,315
IX	Add Lanes(2 to 4)	$6,973,627	$5,927,583	$474,207	$592,758	$6,994,548
X	Add Lanes(4 to 6)	$7,682,715	$6,530,308	$522,425	$653,031	$7,705,763

Calculation:
1.Subtotal construction cost per mile was taken from District 7 June 2009 costs.
2. Total construction cost per mile is 85% of FDOT District 7 June 2009 costs.
3. Design and CEI is 8% of the Pasco County construction costs.
4. Contingency cost is 10% of the Pasco County construction cost.

Exhibit I (Continued from Pages 1 & 2)

Wiregrass DRI Transportation Mitigation Terms and Conditions:

1. The Owner/Applicant and the County have agreed on the specific pipeline projects required for Phase 1 as identified on Page 1 of this Exhibit I. The remaining pipeline project(s) for Phases 2 and 3 shall be determined by mutual agreement prior to the completion of Phase 1, or May 1, 2020 whichever is first to occur. The Phase 2 and 3 proportionate share shall be utilized for facility or mobility improvements in Pasco County that benefit one or more of the following roadway segments: (I-75 from the I-75/I-275 apex north to S.R. 52, or (2) S.R. 54/56 east of U.S. 41. Prior to the County authorizing the commencement of development for Phases 2 and 3, the specific Phase 2 and 3 improvements shall be identified through the filing of a NOPC and development order amendment. The improvements shall be consistent with s. 163.3180(5)(h) F.S., and the schedule of capital improvements in the comprehensive plan shall be amended at the next regularly scheduled update to include the improvements if they are not already in the schedule. The County has agreed to the total construction costs for all the pipeline projects, except for the Park and Ride Facility, for which a conceptual cost estimate only has been included on Page 1. To the extent the final proportionate share credit amount set forth on Page 1 of this Exhibit I and the DA for the Park and Ride Facility, is less than, or exceeds the final agreed to construction costs for this improvement, then such credit excess (or shortfall) shall be applied to the Phase 2 proportionate share, at the time the Phase 2 transportation mitigation improvements are established.

2. As reflected in the tables set forth on page 1 of this Exhibit I, Wiregrass DRI shall receive proportionate share credit for the pipeline projects to the extent, and as set forth, on Page 1 of this Exhibit I. All such credits shall be provided at the same cost as set forth in this Exhibit I (except for the Park and Ride Facility which shall be determined as set forth in Note 1, above), regardless of the actual cost of construction for such pipeline project.

3. The Phase 1 pipeline projects and proportionate share credit agreed to by Owner/Applicant and the County include the third and fourth lanes of some internal regional collector roadways (Wiregrass Ranch, Mansfield, and Chancey) (the "Internal Collector Roadways"). These Internal Collector Roadways would not generally be considered by the County to be viable pipeline projects or proportionate share creditable, because (1) the Internal Collector Roadways were not identified as needed improvements in Exhibit H (the Proportionate Share Calculation Table), and (2) the Internal Collector Roadways are necessary to some extent for the internal development of the DRI. However, the County has agreed that it is in the public interest to include the third and fourth lanes of these roadways as pipeline projects and provide proportionate share credit for the cost of constructing the third and fourth lanes of these Internal Collector Roadways due to the following unique circumstances relating to the Wiregrass DRI: (1) the Wiregrass DRI is uniquely surrounded by 3 major arterial roadways and close to I-75, and the third and fourth lanes of the Internal Collector Roadways serve as parallel collectors to partially relieve congestion on the surrounding arterial and interstate network, (2) the Wiregrass DRI is uniquely surrounded by three existing Developments of Regional Impact with substantial existing development, (3) the Internal Collector Roadways serve unique public facilities provided by the Wiregrass DRI Owner/Applicant, including a Community College, a Government Services Building, a High School/Middle School site, 3 Elementary School sites, and potentially a 4th Elementary School site. (4) the Wiregrass DRI contains land uses estimated to generate over 20,000 p.m. peak hour gross trips and over Three Hundred Million Dollars worth of proportionate share

mitigation at buildout of Phases 1 through 3. Notwithstanding the foregoing, the County has specifically not provided any proportionate share credit or impact fee credit for the first two lanes of construction, or four lanes of right of way, for the Internal Collector Roadways, because the County has determined, consistent with prior policy and legislative declarations in the Transportation Impact Fee Ordinance and the Land Development Code, that these portions of the Internal Collector Roadways are site access related improvements that primarily serve the internal development of the DRI. The County has additionally determined that the provision of proportionate share credit and impact fee credit for the third and fourth lanes of the Internal Collector Roadways shall not serve as a legal or policy precedent for any other DRI or non-DRI project that does not meet all of the unique criteria of the Wiregrass DRI as set forth in this paragraph.

4. The deadlines for provision of a letter of credit, bond, or other form of financial assurance acceptable to the County for each pipeline improvement are set forth in the tables contained on Page 1 of this Exhibit I and in the entitlement-related form of financial assurance requirements set forth below, for each respective pipeline project. Similarly, the deadline for each construction commencement date is set forth in these tables. All construction completion deadlines shall be 18 months after the commencement of construction, unless extended in the DA or the SR 56 Roadway Agreement between Locust Branch, LLC, Meadow Pointe IV CDD and Pasco County as may be amended by agreement of the County (based upon particular circumstances related to such pipeline).

5. Based upon a comparative analysis of expected trip generation versus levels of entitlements for various stages of development within Phase 1, Wiregrass DRI may proceed with the following subphases of Phase 1 of the development:

   (i) Phase 1A: The Applicant/Owner (or its designee) has posted the letter of credit, bond or other form of financial assurance and commenced Pipeline Projects 1, 2 and 3, and Pipeline Project 4 has been constructed and opened to the traveling public; therefore, construction plan approvals may be procured for the following additional development: up to 463,891 s.f. of retail space; up to 120 hotel rooms (which hotel development is subject to applicable provisions relating to Limited Exemptions in Section 9, below); up to 950 multi-family units; up to 99,180 s.f. of medical office; up to 371 hospital beds; up to 310,000 s.f. of office space and up to 707 f.t.e. students of community college; up to 300,000 square feet of Attraction and Recreation Facilities ("ARF") as defined in Section 5.b(5) of the DO; and up to 360 hotel rooms, and 100,000 s.f. of medical office, and 200,000 s.f. of office; and plats (or construction plan approvals where no plat is required) may be procured for up to 2,000 single family units; or the equivalent pm peak hour trips allowed pursuant to the DO and Equivalency Matrix. In no event shall the Phase 1A non-residential entitlements be converted to residential entitlements ("Phase 1A"). In no event shall the Phase 1A multi-family residential be converted to single family residential entitlements.

   If any of the foregoing 2,000 single family detached units approved in Phase 1A are developed within one half (1/2) mile of a potential light rail transit station as depicted on the approved Master Roadway Plan, then those units developed within one half (1/2) mile of such station shall be developed at a minimum density of 6 units per net acre and in compliance with the County's MUTRM or TOD requirements.

(ii) Phase 1B: Upon provision of the letter of credit, bond or other form of financial assurance; for pipelines, #1, 2, 3, and 5, and Pipeline #4 has been constructed and is opened to the traveling public, plats (or construction plan approvals where no plat is required) may be procured for the following additional development; up to 1,380 single family units and 620 townhome units; and up to 800,000 s.f. of retail space (in addition to the previously approved Wal-Mart store on Parcel C-2 (for 217,522 s.f.) and JC Penney store on Parcel C-6 (for 99,387 s.f.); or equivalent p.m. peak hour trips allowed pursuant to the DO and Equivalency Matrix ("Phase 1B").

The Applicant/Owner (or its designee) has posted the letter of credit, bond or other form of financial assurance and commenced Pipeline Projects 1, 2 and 3, and Pipeline Project 4 has been constructed and opened to the traveling public. Therefore, the foregoing paragraph notwithstanding, plats (or construction plan approvals where no plat is required) may be procured for the following portion of the Phase 1B entitlements provided the Applicant/Owner (or its designee) has not exceeded the letter of credit/bond/financial assurance deadlines for pipeline project 5: (i) Up to 800,000 s.f. of retail space; (ii) Up to 217,522 s.f. of retail may be permitted on Parcel C2 for the Wal-Mart store pursuant to the preliminary site plan approval prior to this Development Order upon completion of the improvements required by the Wal-Mart preliminary site plan approval; (iii) Up to 99,387 s.f. of retail may be permitted on Parcel C6 for the J.C. Penney store pursuant to the preliminary site plan approved prior to this Development Order upon completion of SR 56 from SR 581 to the Parcel C6 commercial entrance, including the 56/581 intersection improvements (per approved FDOT plans); (iv) Up to 1,000 residential units on Parcel(s) S1, M22 and/or M21 may be constructed upon completion of Chancey Road (4 lanes) from SR 581 to the S1 entrance; (v) Up to 1,000 additional residential units on Parcel(s) S1, M22 and/or M21 may be constructed upon completion of Mansfield Blvd. (4 lanes from SR 56 past the high school entrance, and two lanes south to Meadow Pointe subdivision).

(iii) Phase 1C: Upon provision of the letter of credit, bond or other form of financial assurance for all Phase 1 pipelines, other than item #10 (which is a per-trip fee), and provision of the required easement agreement for mitigation item #11, plats (or construction plan approvals where no plat is required) may be procured for the following additional development: up to 1,050 multifamily units, and 18 holes of golf course, or the equivalent p.m. peak hour trips allowed pursuant to the DO and Equivalency Matrix ("Phase 1C"). (See also Condition 5(v) below).

(iv) Notwithstanding the foregoing, the required easement agreement for mitigation item #11 shall be provided no later than December 31, 2013.

(v) Notwithstanding the foregoing, until such time as the letters of credit, bonds or other forms of financial assurance for the Phase 1C Pipeline Projects (Phase 1C Assurance) have been provided, Phase 1C entitlements shall pay a per trip fee at the rate of $40,573.73 per trip (Phase 1C Per Trip Fee). The Phase 1C per trip fee is calculated by spreading the cost of the remaining Phase 1C proportionate share obligations over the total Phase 1C, Phase 2 and Phase 3 remaining peak hour trips. The remaining proportionate share obligations for Phase 1C, 2 and 3 equals $291,035,386 ($125,573,805 (Phase 1C) + $123,582,163 (Phase 2) +

$41,879,418 (Phase 3) = $291,035,386 total.) The remaining peak hour trips associated with the Phase 1C, 2 and 3 entitlements equals 7,173 trips. Therefore, by spreading the total remaining proportionate share obligations over the remaining trips (291,035,386 / 7,173) each trip will be required to pay $40,573.73. The Phase 1C Per Trip Fee shall be based on the number of trips generated by the applicable entitlement using the trip generation rates in the attached LUEM (Exhibit F) and shall be payable at the same time as transportation impact fees. The Phase 1C Per Trip Fee is in addition to any transportation impact fees that may be required. Whenever a Phase 1C Assurance has been accepted by the County for Pipeline Projects 6, 7, 8, 9 or 11, the Phase 1C Per Trip Fee rate shall be reduced. The new rate shall be determined by dividing the remaining unsecured Phase 1C,2 and 3 proportionate share obligation by the remaining Phase 1C,2 and 3 trips that have not received a building permit. (Example: Assurance posted for Pipeline Project 6 and there are no Phase 1C,2 and 3 entitlements that have received a building permit. The new rate would be [$291,035,386-$45,275,094]/7,173 = $34,261.86.) Once the total aggregate contribution of all the Phase 1C funds (both the Phase 1C Per Trip Fees and Phase 1C Assurance amounts) provided to the County equals the total proportionate share obligation for Phase 1C, no additional payments or assurances shall be required for Phase 1C entitlements. The County agrees to account for the Phase 1C Per Trip Fee in a separate line item account (Wiregrass Phase 1C Pipeline Account) that is designated and used for proportionate share funds attributable to Pipeline Projects 6, 7, 8, 9 and 11 for reimbursement to the Credit Receiving Entity as defined in the Development Agreement. Once the Credit-Receiving Entity has posted any of the Phase 1C financial assurances for any of the corresponding Pipeline Projects 6, 7, 8, 9 or 11, the County agrees to promptly reimburse to the Credit-Receiving Entity a pro-rata share of the Phase 1C Per Trip Fees paid. The pro rata share shall be based on the ratio of the Phase 1C Assurance posted compared to the Phase 1C proportionate share obligation remaining immediately prior to posting. (Example: Bond is posted for Pipeline Project 6 which costs $45,275,094. This represents 36% of the total Phase 1C proportionate share obligation remaining immediately prior to such posting [$45,275,094/$125,573,805]. Therefore, 36% of the Phase 1C Per Trip Fees paid to date would be reimbursed.)

(vi) Notwithstanding the foregoing, there is no limitation on the timing or quantity (including the advancement within Phase 1 or from Phase 2 or Phase 3 forward) of any specifically approved Town Center, Office/Employment Center, TOD, College, Hotel or other Limited Exemption entitlements authorized by this DO or the County's Concurrency Management Ordinance.

(vii) If plats (or construction plan approvals where no plat is required) have been procured for any entitlements set forth herein, then the C.O.'s for such entitlements shall be issued by the County subject only to compliance with all other County regulations including, but not limited to, the Master Roadway Plan.

(viii) All development shall be subject to and consistent with Section 4.e of the Development Order.

6. The Phase 1 pipeline projects for SR 56 require the Applicant/Owner (or its designee) to add lanes 3 through 6 (Pipeline #2, from SR 581 to Wiregrass Ranch Blvd.) and lanes 3 and 4 (Pipeline #3, from Wiregrass Ranch Blvd. to Meadow Pt. Blvd.) to an existing DO

and DA obligation of Wesley Chapel Lakes DRI to build the first 2 lanes of SR 56 through Wiregrass DRI. Therefore, Wiregrass DRI has been provided no proportionate share credit for the first 2 lanes of SR 56 (a credit reduction of $9,033,180). Notwithstanding approval of this DO, Wesley Chapel Lakes DRI shall remain legally obligated for the complete cost of construction of the first 2 lanes of SR 56, the necessary SR56/SR581 intersection improvements, and the necessary SR 56/Meadow Pointe Boulevard intersection improvements, and shall only receive proportionate share and impact fee credits therefore, as limited by and set forth in the DO and DA for Wesley Chapel Lakes DRI. Commencement of pipeline #2 (S.R. 56-581 to Wiregrass Ranch Blvd.) shall constitute commencement of pipeline #3 (S.R. 56- Wiregrass Ranch Blvd. to Meadow Pointe Blvd.).

In the event Wiregrass DRI elects to construct the first 2 lanes pursuant to the existing SR 56 Road Agreement between and among Wiregrass DRI, Wesley Chapel Lakes DRI, and the County, Wiregrass DRI reserves the right to negotiate for a cost contribution from Wesley Chapel Lakes DRI for the initial 2 lanes of SR 56, the SR 56/SR 581 intersection, and the SR 56/Meadow Pointe Boulevard intersection, up to the full amount of the proportionate share (FDOT cost) credit reduction that has been made by the County to Wiregrass DRI. Absent a mutual agreement between Wiregrass DRI and Wesley Chapel Lakes DRI for such 2 lane contribution amount, and intersection contribution amounts, Wiregrass DRI shall not be obligated to construct the initial 2 lanes or the intersections under this DO, but shall be required to add the additional lanes (beyond 2 lanes) pursuant to this DO, when Wesley Chapel Lakes DRI fulfills its DO/DA obligations. Provided, however, in no event shall Wiregrass DRI be relieved of any of the deadlines or letter of credit/bond/financial assurance requirements for S.R. 56, or the SR 56/581 intersection, set forth in this Exhibit I.

7. The cost basis for the proportionate share obligation for each pipeline improvement and proportionate share credits is set forth on page 1 of this Exhibit I. With respect to FDOT projects, the June 2009 cost estimates published by FDOT District 7 have been utilized, as required by FDOT and the County. The Phase 2 and Phase 3 proportionate share amounts on Page 1 of this Exhibit I (as adjusted pursuant to Note 1 above) shall be inflated or deflated to the time of payment and/or project identification using the indexing rates of Pasco County's Transportation Impact Fee Ordinance. The Phase 1 developer construction projects shall be constructed by developer regardless of actual cost. However, in the event the FDOT published construction cost figures utilized herein for the current DRI proportionate share calculations are decreased subsequent to adoption of this DO, then the Applicant/Owner shall have the right to recalculate the required proportionate share mitigation amount for Phase 1, 2 and 3 (as adjusted pursuant to Note 1 above), based upon such adjusted FDOT cost figures. Any required adjustment shall be substituted as Exhibits H and I to this DO, after approval thereof by the County, and required adjustments shall be reflected by appropriate amendment(s) to any related DA for Wiregrass Ranch DRI. The revised Exhibits H and I shall also revise the Limited Exemption proportionate share credit shown on page 1 of Exhibit I accordingly, based on the adjusted FDOT cost figures. Exhibit H and I may also be revised as necessary to reflect additional proportionate share credit consistent with condition 16. The Phase 1 proportionate share mitigation amount may be recalculated as referenced above provided the Phase 1 mitigation pipeline projects are not modified.

8. Impact fee credits will be provided based upon the applicable percentage of the total construction cost amount set forth on page 1 of this Exhibit I, or actual cost, whichever is less, subject to the requirements of the DA and the Transportation Impact Fee

Ordinance. No fee credits shall be acknowledged by the County for any developer, builder, or parcel buyer within Wiregrass DRI except upon presentation by such party of a written, executed, and notarized assignment of impact fee credits from the legal entity that owns/holds such credits. Notwithstanding anything to the contrary in this Exhibit I, no impact fee credits shall be provided for the FDOT and County required Wal-Mart interim improvements required pursuant to the FDOT Settlement Agreement and prior County approvals for Wal-Mart, nor for the prior interim improvements made for the JC Penney store. The CIP allocations for the fee credits, including recognition of the prior impact fees already paid for the JC Penney store, shall be addressed in the DA. Phase 1 pipeline #3 (SR 56 from Wiregrass Ranch Blvd to Meadow Pointe Blvd) shall receive 50% impact fee credit for the on-site portion and 100% credit for the off-site portion, subject to the above provisions. Impact fee credits for pipeline project #1 (the 56/581 intersection) shall be reduced by any impact fee credits provided to the Wesley Chapel Lakes DRI or the Seven Oaks DRI for their required contributions to said project.

9. Limited Exemption (as defined in the DO) entitlements for which proportionate share credit has been granted shall be responsible only for the payment of mobility fees or transportation impact fees to address their proportionate share obligation, subject to any incentives granted pursuant to the Pasco County Economic Development Incentive Ordinance. Pasco County shall address and be responsible for the proportionate share obligations for compliant Limited Exemption (as defined in the DO) entitlements and uses and entitlements identified in Section 4(a)(4) and (5) of the DO through the application of mobility fees or transportation impact fees or other revenue sources toward one or more of the improvements listed in Exhibit H (the Proportionate Share Calculation Table) or toward alternate road or mobility improvements that benefit the improvements in Exhibit H.

10. The alignment for SR 581 through Wiregrass DRI shall be mutually agreed by the Applicant/Owner and the County, and is subject to FDOT approval and permitting. The County agrees that impacts to wetlands shall be avoided where practical, provided that FDOT and County road design requirements can be met, and provided that the alignment is flexible to allow Wiregrass DRI to maximize the feasibility and marketability of frontage parcels along the SR 581 re-alignment (due to the increased quantity of donated right-of-way acreage that is required for such re-alignment). The County also agrees to support the request for signalization at the Wiregrass Ranch Blvd. and the realigned SR 581 intersections at SR54, subject to the FDOT design approval and permitting process for such pipeline. No frontage road system will be required within Wiregrass DRI for the SR 581 re-alignment, due to the increased quantity of donated right-of-way that is required for such pipeline, provided however, that appropriate interconnects will be required between adjacent parcels in accordance with LDC.

11. The Phase 1 SR 54 Right-of-Way fund contribution (Curley Road to Morris Bridge Road) shall be made on a per-trip basis, at the rate of $576.57 per trip ($5,000,000/8,672 Phase 1 peak hour trips), payable at the same time as transportation impact fees through the permitting of Phase 1 entitlements until the total $5,000,000 is paid to the County, but in any event prior to March 1, 2026.Once the total aggregate contribution of all the SR 54 Right-of-Way fund being paid to the County equals $5,000,000, no additional SR 54 Right-of-Way payments shall be required for any remaining Phase 1 entitlements. No bond or other form of financial assurance is required for this mitigation item. The payment of the Phase 1 SR 54 Right-of-Way fund is in addition to any transportation impact fees that may be required.

12. With respect to the Phase 1 CR 54 pipeline #6 project, the County will be responsible for all design and permit approvals and right-of-way acquisition (this cost already has been deducted from the pipeline credit amount to Wiregrass DRI, which is obligated for construction costs, only, as to this pipeline project). Wiregrass DRI will be required to commence construction of this project by 12/1/23 or 6 months following acquisition of all right-of-way and design/permit approvals by the County, whichever is later. Letter of credit, bond, or other form of financial assurance shall be provided prior to 3/17/2020. This paragraph and the CR 54 obligations may be modified within the Development Agreement.

13. The Park & Ride Facility (item #11) for Phase 1 may be located by the Applicant/Owner within Parcel O2 or the portion of Parcel M11 east of the reverse frontage road in Parcel M11. The facility shall consist of 150 parking spaces to be designed, permitted and constructed by Applicant/Owner, or its designee. Fee simple ownership and use of the land containing the facility may remain titled in owner or its designee, and a permanent, non-exclusive easement agreement for use of the 150 park-and-ride spaces, in favor of the County or its designated agency, shall suffice for dedication or provision of said facility as the required mitigation pipeline contemplated herein. The Park and Ride Facility shall also be made available to the Hillsborough Regional Transit Authority (HARTline), including, but not limited to, for HARTline routes 51X (the New Tampa/Pasco Express Route) and 52LX (the U.A.T.C./New Tampa/Pasco Limited Express Route).

14. To the extent funds from other sources become available in the County's Capital Improvement Program as a result of the commitment to construct the C.R. 54 widening project (project #6), the County may utilize such funds for improvements to I-75. The County may also utilize Phase 2 or Phase 3 proportionate share funds for improvements to I-75.

15. Subject to separate approval by the County Administrator or the BOCC, land use exchanges that convert a non-Limited Exemption use to a qualifying Limited Exemption use per the County Land Development Code may be granted proportionate share credit in addition to the proportionate share credits approved in Exhibit I. If such separate approval is granted, the proportionate share credit to the Master Developer shall be calculated by the formula identified below in addition to what has been allowed and shown on page 1 of Exhibit I. The separate approval may be granted by a concurrency certificate approved by the County Administrator or BOCC and shall not require an amendment to the Development Order. The determination of net trips shall be determined on a case-by-case basis using the following procedure:
    a. Use the trip generation numbers in the LUEM to determine the equivalent gross trips.
    b. Subtract 17.3% of the trips (for internal capture based upon the DRI average internal capture rate shown on Table 21-6C of the DRI ADA.
    c. If the land use requested is retail, subtract an additional 7.7% of the trips (for pass-by trips).
    d. Determine the resultant net trips.
    e. Divide the net trips by 15,604 and multiply this percentage times the prop share of $382,511,316.

    The foregoing paragraph shall also apply to the Attractions and Recreation Facilities ("ARF") if that facility is determined to qualify as a Limited Exemption per the Land

Development Code or the BOCC modifies the LDC to include an Attractions and Recreation Facilities ("ARF").

Net PM Peak Hour Trips of the land use(s) to be converted / **15,604 trips** **X** **Total Phase 3 Gross Proportionate Share** **=** **Additional Proportionate Share Credit**

Example: Convert 400 mf units (238 net pm peak hour trips) to 168,000 s.f. of office

Step 1: 400 mf units * .62 = 248 gross trips
Step 2: 248 trips – 43 trips = 205 trips
Step 3: Conversion is not to retail, so skip pass by reduction of 7.7%
Step 4: 205 Net trips
Step 5 : See formula below

205 trips / **15,604 trips** **X** **$382,511,316** **=** **$5,025,302 credit**

EXHIBIT J

WIREGRASS RANCH DRI NO. 260

SITE ACCESS/INTERSECTIONS

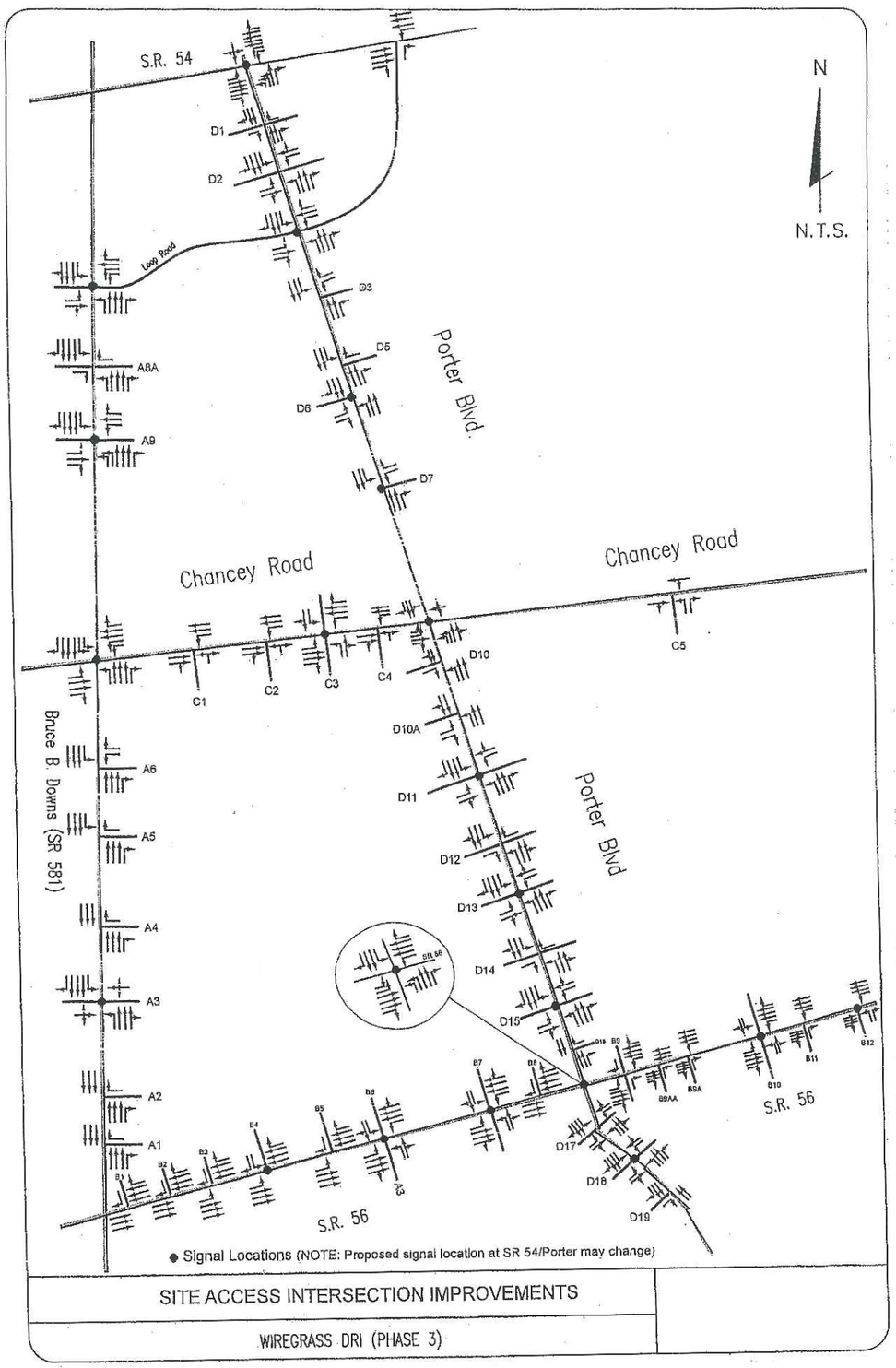
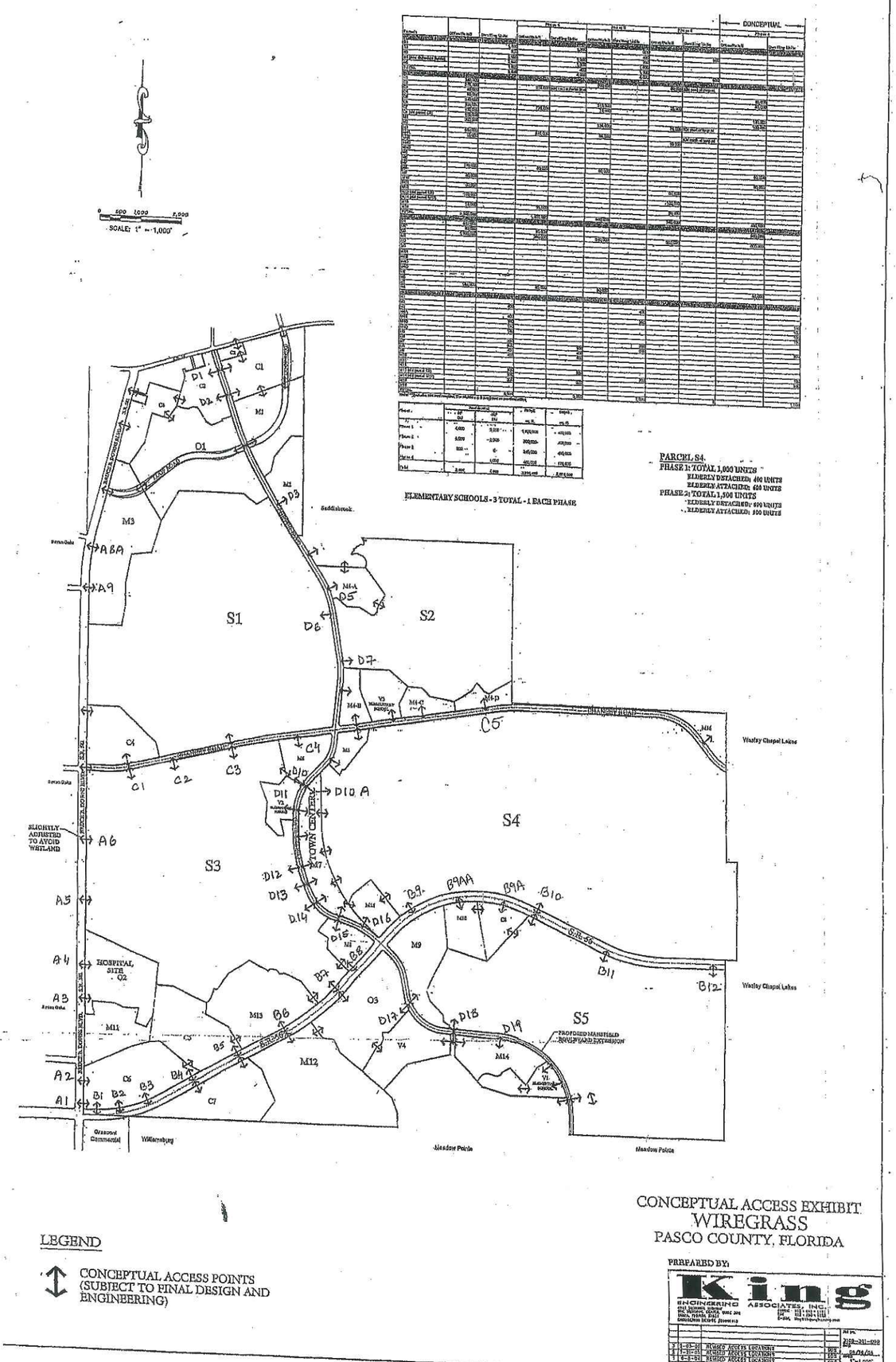


EXHIBIT J

1 of 2



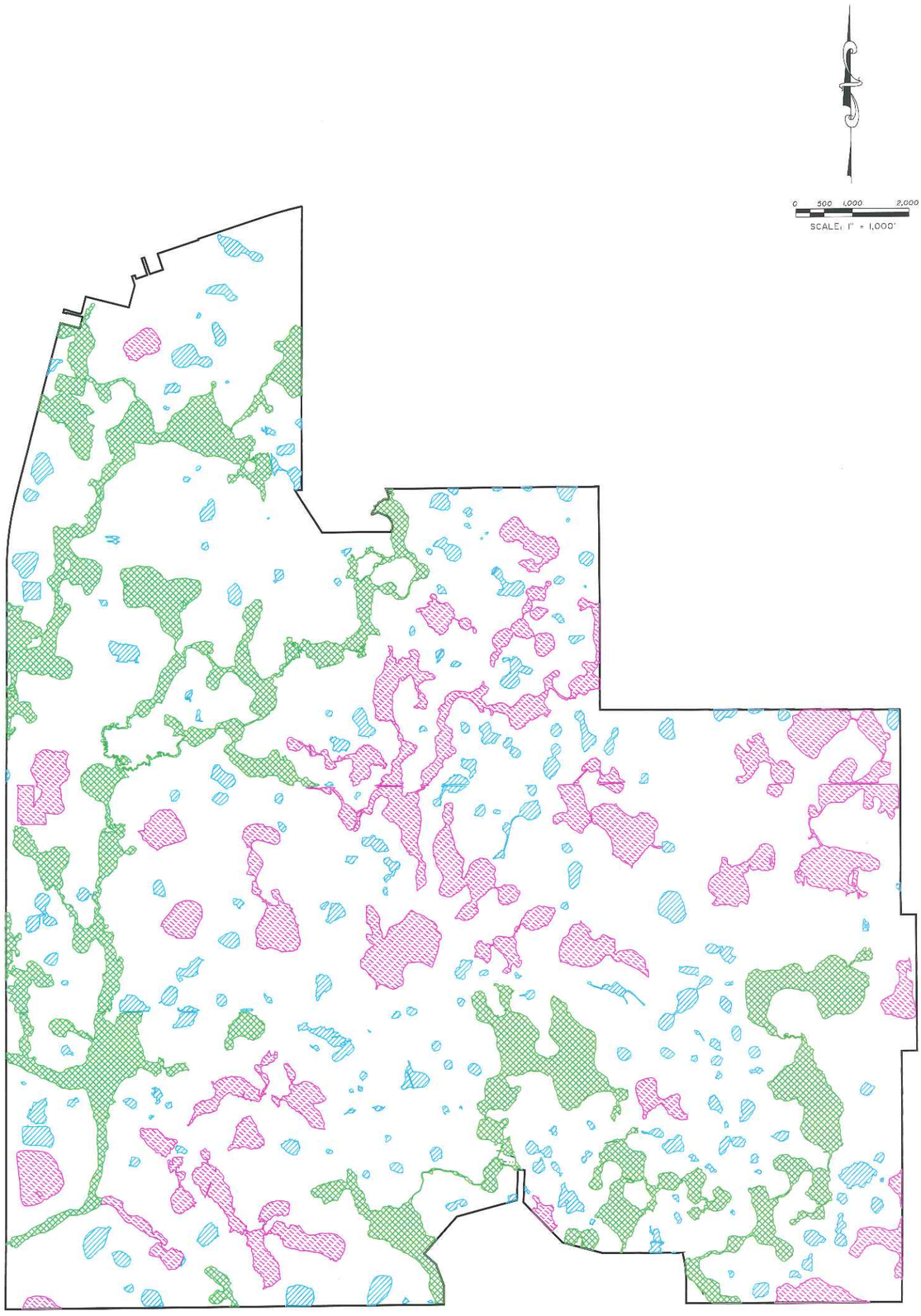
B-1-1

EXHIBIT J
2 of 2

EXHIBIT K

WIREGRASS RANCH DRI NO. 260

WETLANDS CATEGORIZATION MAP



LEGEND

CATEGORY I

CATEGORY II

CATEGORY III

NOTE:
WETLAND LIMITS AND CATEGORIZATION SHOWN ARE A COMBINATION OF APPROVED DELINEATIONS AND PRELIMINARY ESTIMATES AND MAY BE SUBJECT TO REVISION DURING FINAL AGENCY REVIEW AND PERMITTING.

EXHIBIT K
PRELIMINARY WETLAND CATEGORY EXHIBIT
WIREGRASS
PASCO COUNTY, FLORIDA

PREPARED BY:

King
ENGINEERING ASSOCIATES, INC.
4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
Engineering License #2610

NO.	DATE	DESCRIPTION	APPD BY

JOB NO. 3109-301-000
DATE 04/03/07
SCALE 1"=1,000'
DRAWN BY BAB

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

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CONTRACT DRAWINGS AND SPECIFICATIONS TO CONSTRUCT ALL SIGNATURES AND SEALS TO REPRODUCE THIS DOCUMENT IN CONFORMANCE WITH F.S. CHAPTER 119.

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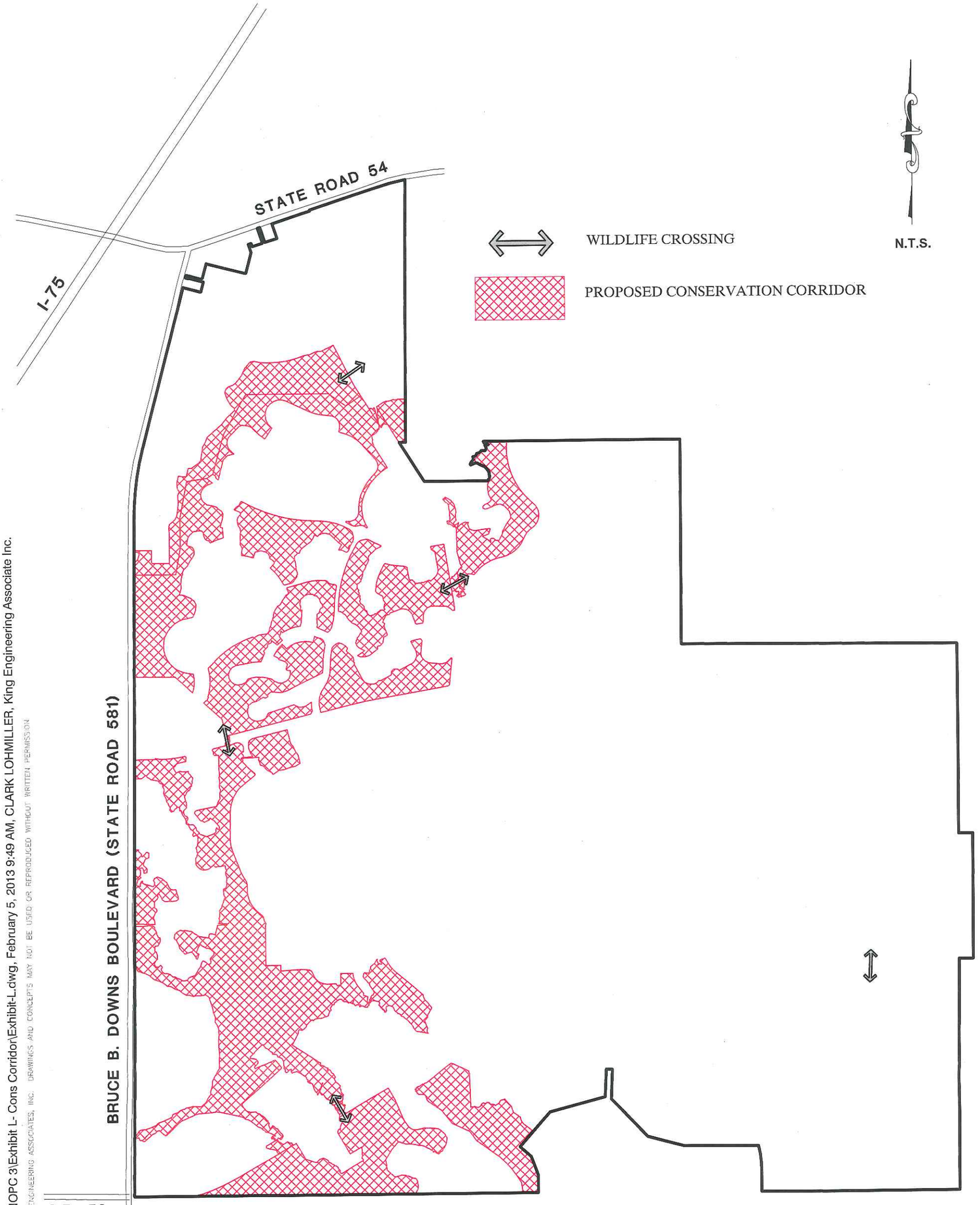
EXHIBIT L

WIREGRASS RANCH DRI NO. 260

CONSERVATION CORRIDOR



H:\PLANNING\projects\3778\001\000\NOPC 3\Exhibit L- Cons Corridor\Exhibit-L.dwg, February 5, 2013 9:49 AM, CLARK LOHMILLER, King Engineering Associate Inc.

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WIREGRASS DRI
PASCO COUNTY, FLORIDA

DEVELOPMENT ORDER
EXHIBIT L
CONSERVATION CORRIDOR

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
ENGINEERING LICENSE #00002610
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

JOB NO. 3778-001-000
DATE: 12-12-12
SCALE: N.T.S.

EXHIBIT M

WIREGRASS RANCH DRI NO. 260

SETTLEMENT AGREEMENT WITH PASCO COUNTY AND FLORIDA DEPARTMENT OF TRANSPORTATION DATED DECEMBER 22, 2006*

***INCORPORATED BY REFERENCE**

EXHIBIT N

WIREGRASS RANCH DRI NO. 260

AGREEMENT WITH SCHOOL BOARD

AGREEMENT FOR SALE
WIREGRASS RANCH SCHOOL SITES

THIS AGREEMENT is made and entered this 2nd day of March, 2004, by and between Wiregrass Ranch, Inc., a Florida corporation, hereinafter referred to as "Seller," and The School District for Pasco County, Florida ("School District"), a political subdivision of the State of Florida, also referred to as "Buyer."

1. Sale of Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, certain unimproved land in Pasco County, Florida, as follows:

(a) High School Parcel. Seller shall sell and the School District shall purchase that certain parcel depicted on Exhibit "A" hereto as the "High School Parcel" and which is preliminarily described on Exhibit "B" hereto, containing approximately 59.12 gross acres, of which approximately 50.69 acres are uplands (net of jurisdictional wetlands). The precise legal description for the High School Parcel shall be provided to the parties by survey pursuant to paragraph 5 below, which survey legal description shall be used for the deed and title policy for the High School Parcel. Simultaneous with the conveyance of the High School Parcel to Buyer, Seller also shall convey the Access Parcel depicted on Exhibit A hereto and described on Exhibit "E" hereto, to Buyer, for no additional consideration, which conveyance shall be subject to Seller's retained easement rights and Buyer's construction obligations pursuant to paragraphs 14(c)iii, below. Buyer may subsequently dedicate such Access Parcel to Pasco County Florida, as public right-of-way, or may dedicate same to the Community Development District for Wiregrass Ranch.

(b) Middle School Parcel. Seller shall sell and the School District shall purchase that certain parcel depicted on Exhibit "A" hereto as the "Middle School Parcel" and which is preliminarily described on Exhibit "C" hereto, containing approximately 29.192 gross acres, of which approximately 27.30 acres are upland (net of jurisdictional wetlands). The precise legal description for the Middle School Parcel shall be provided to the parties by survey pursuant to paragraph 5 below, which survey legal description shall be used for the deed and title policy for the Middle School Parcel.

(c) Drainage/Mitigation Parcel. Simultaneously with the Initial Closing (as described in paragraph 8, below), and for no additional consideration beyond the Purchase Price for the High School Parcel and the Middle School Parcel (as set forth in paragraph 2, below), Seller shall convey to Buyer that certain Drainage/Mitigation Parcel depicted on Exhibit "A" hereto and described on Exhibit "D" hereto, containing 38.30 gross acres, more or less; provided, however, that the conveyance of the Drainage/Mitigation Parcel shall be subject to the following easements, covenants and restrictions: (i) Seller shall retain a permanent exclusive easement over, under, and across the Drainage/Mitigation Parcel for purposes of drainage retention, detention, and/or conveyance of stormwater, excavation of borrow pits for fill dirt material, flood plain compensation and/or mitigation, upland habitat preservation and/or mitigation, and wetland or other environmental mitigation, including, without limitation, ingress-egress rights for initial excavation, construction or creation, and for maintenance of any facilities, mitigation areas, or other such use therein; and (ii) Buyer's utilization of said Drainage/Mitigation Parcel shall be

limited to (x) construction and use of a secondary access roadway as generally depicted on Exhibit "A" hereto, not to exceed 60 feet in width (inclusive of pavement, slopes, sidewalks, drainage, etc.), (y) construction of a landscape, fence, wall or other buffer area along the southern boundary of said Drainage/Mitigation Parcel, and (z) passive educational uses not inconsistent or incompatible with Seller's retained easement rights as set forth in (i) above. It is expressly understood and agreed that Seller's easement rights hereunder may include creation and maintenance of a master drainage and/or environmental mitigation bank for the Wiregrass Ranch project. The permitting, construction and maintenance of the secondary access roadway, any buffer area, and any education use pursuant to (ii), above, shall be at Buyer's sole cost and expense. In the event the proposed location of the secondary access road is not practical due to environmental permitting constraints, Seller and Buyer shall cooperate in good faith to locate a suitable secondary access roadway location for Buyer.

(d) Elementary School Parcels. In addition to the High School Parcel, the Middle School Parcel, and the Drainage/Mitigation Parcel, Seller has agreed to sell, and Buyer has agreed to buy, three (3) elementary school parcels within the Wiregrass Ranch master planned project (collectively the "Elementary School Parcels"). The precise location of each Elementary School Parcel is not yet determined by the parties, but shall be determined during the planning and approval process for Wiregrass Ranch, based upon the following criteria: (i) each Elementary School Parcel shall contain approximately fifteen (15) upland acres, net of jurisdictional wetlands; (ii) each Elementary School Parcel shall be accessed via a local roadway or street, rather than S.R. 56, Porter Boulevard, or Chancey Road, if feasible; and (iii) Seller and Buyer mutually shall cooperate in good faith to locate one such elementary school site north of Chancey Road, one site between Chancey Road and S.R. 56, and one site south of S.R. 56, within the Wiregrass Ranch project, subject to planning, permitting and approval requirements, and project development design criteria for Wiregrass Ranch. The precise location and survey legal description for each Elementary School Parcel shall be provided pursuant to paragraph 5, below, within two hundred seventy (270) days after the Effective Date of this Agreement, or sooner with the mutual approval of Seller and Buyer as to any such parcel. Once procured, the survey legal description shall be utilized for the deed and title policy for each Elementary School Parcel.

(e) Option Parcel. In addition to the High School Parcel, Middle School Parcel, and three (3) Elementary School Parcels to be purchase by Buyer hereunder, Seller also has agreed to provide Buyer with an option to purchase a fourth (4th) elementary school parcel within Wiregrass Ranch (the "Option Parcel"), which may be exercised by Buyer and closed upon at any time within five (5) years after the Initial Closing (as defined below) for the High School Parcel and the Middle School Parcel, on the following terms and conditions: (i) the Option Parcel shall contain approximately fifteen (15) upland acres, net of jurisdictional wetlands; (ii) the Option Parcel site shall be mutually selected by Buyer and Seller, subject to the locational criteria set forth above for the Elementary School Parcels, and (iii) the Purchase Price for the Option Parcel shall be the same per acre rate as set forth herein for the High School Parcel, Middle School Parcel, and three (3) Elementary School Parcels to be purchased by Buyer hereunder.

The deed for each parcel shall contain restrictions limiting the use of the parcel to schools, public arts, education, and/or recreational purposes.

2. Purchase Price. Seller and Buyer agree that the Purchase Price for all of the purchase parcels hereunder (excluding the Drainage/Mitigation Parcel and the Access Parcel), including the High School Parcel, Middle School Parcel, three (3) Elementary School Parcels, and Option Parcel (if exercised by Buyer), shall be calculated at the rate of Fifty Thousand Dollars ($50,000.00) per upland acre, net of jurisdictional wetlands (except as provided in paragraph 2(b), below). The Purchase Price shall be paid in cash at Closing for each of the respective parcels, by cashier's check, wire transfer, or official School District check, after adjustment for closing costs and prorations, if any, as provided for herein. With respect to the acreage for each parcel, the Purchase Price shall be calculated as follows:

(a) Survey Acreage. The Wiregrass Ranch project surveyor, King Engineering Associates, Inc., Tampa, Florida, shall prepare the certified survey for each parcel pursuant to the criteria set forth in this Agreement. The survey shall include a calculation of the gross upland acres, net of jurisdictional wetlands, calculated to the nearest one-hundredth (.01) acre. The gross upland acreage shall include any private access roadway (other than the Access Parcel) provided for such parcel to connect to a public right-of-way within Wiregrass Ranch, as well as any interior, isolated wetland jurisdictional area within the parcel that is to be mitigated for by Buyer within the Drainage/Mitigation Parcel or on other land provided by Seller, pursuant to paragraph 2(b), below. Buyer shall not be required to pay for wetland acreage that is not to be impacted and mitigated for by Buyer.

(b) Mitigation for Wetland Impacts. In the event the High School Parcel or the Middle School Parcel contain one or more interior, isolated jurisdictional wetlands which Buyer desires to impact and mitigate for incident to its site development of such parcel, then such on-site wetland impact area shall be treated as "upland area" for purposes of calculating the Purchase Price for said parcel; provided, however, that Seller then shall provide to Buyer up to three (3) acres of off-site mitigation land for each such interior, on-site acre to be impacted, at no additional land cost to Buyer. The location of such off-site mitigation area shall be determined by Seller in accordance with the Wiregrass Ranch master plan and the requirements of all agencies having jurisdiction thereover, and may be within the Drainage/Mitigation Parcel. The cost of constructing and planting all such off-site mitigation areas desired by Buyer shall be paid for by Buyer, including the cost of permitting with respect thereto. Buyer shall engage King Engineering Associates, Inc., to perform all environmental permitting for such impacts and mitigation.

(c) Any survey prepared hereunder for any parcel shall be subject to revision to reflect any relocation of nearby or adjacent public roadways, or private roadways, or drainage or other utilities, or other requirements for adjacent development parcels including governmental approval or project design or permitting requirements, in Seller's reasonable discretion, provided that the net upland acreage for the High School Parcel shall remain not less than fifty (50) acres, for the Middle School Parcel not less than twenty-five (25) acres, and for each of the Elementary

School Parcels and the Option Parcel not less than fifteen (15) acres, in a configuration acceptable to Buyer for use as an educational facility.

In any event, based upon the foregoing minimum upland acres to be contained within each Parcel, and the Buyer's current wetland impact/mitigation plans, the minimum Purchase Price shall be as follows:

High School Parcel: 51.47 acres (50.69 upland acres plus 0.78 planned wetland acres impact @ $50,000.00 = $2,593,500.00

Middle School Parcel: 27.30 upland acres (no planned wetland impact) @ $50,000.00 = $ 1,365,000.00

Elementary School Parcel: 15 acres uplands @ $50,000 = $ 750,000.00 (minimum for each site)

3. Deed(s). Seller shall convey fee simple title to each Parcel to Buyer by statutory warranty deed free and clear of all liens and encumbrances except real estate taxes, assessments, if any, for the then current year, zoning, land use and all other requirements and restrictions of governmental authorities, and easements and restrictions of record, if any, which do not preclude the use of the Parcel as a school site.

4. Title Insurance. Seller, at Seller's expense, agrees to deliver to Buyer written title insurance commitments issued by Tew, Barnes & Atkinson, L.L.P., Clearwater, Florida, as agent for Chicago Title Insurance Company binding that company to insure title to each of the Parcels by its A.L.T.A. Form B, Owner's Title Insurance Policy, upon recording of the respective deeds for the parcels. Each title insurance commitment shall be provided within thirty (30) days after a legal description is available for each Parcel, and shall be revised and updated upon receipt of the actual survey for each Parcel. Buyer may object if the commitment is not consistent with paragraph 3, above. Such policies, when issued, shall be subject only to those matters set forth in paragraph 3 of this Agreement. The title policies shall be in the full amount of the respective Purchase Price for each Parcel.

5. Survey. Within thirty (30) days after the Effective Date hereof (defined below), King Engineering Associates, Inc., at Buyer's expense, shall prepare a boundary survey of the High School Parcel, the Middle School Parcel, the Access Parcel, and the Drainage/Mitigation Parcel, respectively, pursuant to paragraph 2, above, and which legal description shall be used for the title commitments, title policies, and deeds. With respect to the Elementary School Parcels and the Option Parcel, the survey shall be provided by King Engineering Associates, Inc., at Buyer's expense, within thirty (30) days after Seller and Buyer mutually agree on the location and configuration of each such Parcel, as required herein; provided, however, that in any event such survey shall be provided not less than sixty (60) days prior to Closing on each such Parcel.

6. Closing Costs. The closing costs for each Parcel shall be paid by the parties as follows:

(a) Buyer shall pay for the cost of the surveys, and documentary stamps due on the deed(s), if any.

(b) Seller shall pay the cost of title search expenses and title premiums, recording the deeds, and for any corrective instruments related to title matters.

(c) Real estate taxes for the then current year shall be prorated as of the Closing Date and paid by Seller at Closing, through said date.

7. Parcels to be Sold "As Is". Buyer shall have no recourse against Seller with respect to any matter regarding the Parcels (other than the warranties contained in the warranty deed to be delivered at closing), and Seller makes no other warranty or representation (implied or otherwise) with respect to the Property or this transaction. Without limiting the generality of the foregoing, Buyer acknowledges that it has conducted and will continue to conduct, prior to closing, its own due diligence investigation of each Parcel to determine its suitability for Buyer's intended use. This paragraph 7 shall survive the closing of all the transactions contemplated herein.

8. Closing Date. Closing shall take place at the offices of Tew, Barnes & Atkinson, L.L.P., Clearwater, Florida, in accordance with the following schedule, as to each parcel:

Initial Closing: High School Parcel Closing and Middle School Parcel Closing, together with the Access Parcel and Drainage/Mitigation Parcel, shall occur within forty-five (45) days after the Effective Date of this Agreement;

Second Closing: One (1) Elementary School Parcel Closing shall occur within one (1) year after the Initial Closing;

Third Closing: One (1) Elementary School Parcel Closing shall occur within two (2) years after the Initial Closing;

Fourth Closing: One (1) Elementary School Parcel Closing shall occur within three (3) years after the Initial Closing;

Option Closing: The Option Parcel Closing shall occur, if such option is exercised by Buyer, within five (5) years after the Initial Closing (defined above).

9. Default. In the event that either party should fail to consummate the transaction contemplated herein for any reason, except the other party's default, the sole and exclusive remedy hereunder shall be the right to sue for specific performance of this Agreement. No party shall be liable to any other party for any monetary damages in any event.

10. Brokerage. Each party warrants and represents to the other that no broker is involved in this transaction. Each party further agrees to indemnify and hold harmless the other party from and against any and all claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation, arising from the acts of the indemnifying party in conjunction with this Agreement or the transactions

contemplated herein. This paragraph 10 shall survive the closing of the transactions contemplated herein.

11. Notices. Any notice required to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by U.S. certified mail, postage prepaid, return receipt requested, or overnight delivery service. Such written notice shall be addressed as follows:

As to Seller: Wiregrass Ranch, Inc.
Attn: Don Porter
2528 Highway 581
Wesley Chapel, FL 33543

With a Copy to: Joel R. Tew, Esquire
Tew, Barnes & Atkinson, L.L.P.
2655 McCormick Drive
Clearwater, FL 33759

As to Buyer: Pasco County School District
Attn: Dr. John Long, School Superintendent
7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34639

With a Copy to: Dennis Alfonso, Esquire
P.O. Box 4
Dade City, FL 33526-0004

Either party may, by subsequent written notice, designate a different address or parties for receiving notice.

12. Assignment. This Agreement may not be assigned by Buyer without the express written consent of Seller, which consent shall be in Seller's sole and absolute discretion.

13. Attorney's Fees. In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorney's fees and court costs, such attorneys' fees to include those incurred on any appeal. The provisions of this paragraph 13 shall survive the closings of the transactions contemplated in this Agreement.

14. Special Provisions. This Agreement shall be conditioned upon the following, additional covenants and obligations between and among the parties, which shall survive each Closing:

(a) At each Closing, Buyer will execute IRS Form 8283 for each parcel, acknowledging the fair market value of each respective parcel, for bargain-sell charitable contribution purposes in favor of Seller, if requested by Seller and supported by MAI appraisal.

(b) As reflected on Exhibit "A," access to both the High School Parcel and the Middle School Parcel is to be provided via the extension of new S.R. 56 eastward from C.R. 581 (Bruce B. Downs Blvd.), and then via the extension of new Porter Boulevard southward from new S.R. 56, to connect with existing Mansfield Road to the south of Wiregrass Ranch. In consideration for the Purchase Price for the High School Parcel and the Middle School Parcel, Seller shall cause its Designated Developer within the Wiregrass Ranch project, Pulte Home Corporation, or the Community Development District, to design and construct such portion of S.R. 56 Extension from C.R. 581 to Porter Blvd., and the Porter Blvd. southern extension to Mansfield Road, adjacent to the High School Parcel access road and the Middle School Parcel frontage, as generally depicted on Exhibit "A" hereto, together with sanitary sewer and potable water transmission lines having sufficient design capacity for both school sites, within the right-of-way for said public roadways (collectively the "Road and Utility Connection." The Road and Utility Connection shall be completed by Seller's Designated Developer or the CDD on or before June 30, 2006, subject to Acts of God, force majeure, and design/permitting/construction approvals, requirements and conditions of governmental entities having jurisdiction, or other such third-party events or acts not within the reasonable control of Seller or its Designated Developer or the CDD.

(c) The Buyer acknowledges that the Property is only a portion of Wiregrass Ranch, which is owned, and which is undergoing initial planning for future development by one or more developers who are or will be contract purchasers for land within Wiregrass Ranch. Incident to the future planning, zoning entitlement, and/or development of Wiregrass Ranch, Buyer covenants and agrees as follows:

i. The various school parcels covered by this Agreement shall be excluded by Seller from any initial Application for Development Approval for any Development of Regional Impact, and Buyer shall independently own, plan, and develop its school parcels, including provision for mitigation of any of its impacts, if legally required in accordance with applicable Florida law. Seller and its Designated Developer do not assume any responsibility for mitigation of impacts with respect to Buyer's development of any of the parcels, except for the commitment of Seller for the Road and Utility Connection pursuant to 14(b) above, and the provision of off-site land for potential wetland mitigation by Buyer, pursuant to paragraph 2(b) above. Upon request, Buyer shall provide Seller, its Designated Developer, and other governmental agencies having DRI-related jurisdiction with written confirmation that the provision of the school parcels covered by this Agreement is expected to fully mitigate the DRI-related school impacts for the Wiregrass Ranch project, through complete buildout of the project. In the event Seller or its Designated Developer are lawfully required to include the school parcels in any ADA for the project, the School District will negotiate its impact mitigation directly with the agencies having jurisdiction thereof (if lawfully required), and shall indemnify Seller and its Designated Developer against such additional impacts, if any.

ii. The School District agrees to cause its design architect for each of the Parcels to retain King Engineering Associates, Inc., or other engineering firm designated by Seller, as a consultant to coordinate the master drainage plan, master wetland/floodplain mitigation plan, and master transportation access plan for the parcels with the master plan for

Wiregrass Ranch, to achieve maximum public benefit from efficiency in land use and operations and to avoid inconsistency in design engineering and construction.

iii. The ultimate road design upon buildout of Wiregrass Ranch contemplates a minimum of four lanes for S.R. 56, and four lanes for the extension of Porter Blvd. south from S.R. 56, through the access road entrance to the High School Parcel, as generally depicted on Exhibit "A" hereto (with only two lanes for Porter Blvd. continuing south of the High School access to existing Mansfield Road). With respect to the intersection of the High School Parcel access road with Porter Blvd., the Buyer agrees as follows:

(x) Buyer shall engage King Engineering Associates, Inc., or other road engineering consultant designated by Seller, to design and permit the Access Parcel road from the High School Parcel to Porter Blvd., as a four-lane divided and landscaped urban section, and to procure County and/or FDOT permits, as applicable, for the signalization of the High School Access Parcel road intersection with Porter Blvd., at the earliest possible date, as an additional Purchase Price amount for the High School Parcel.

(y) Buyer shall construct the Access Parcel road from the High School Parcel to Porter Blvd., as designed above, at Buyer's expense, and shall provide Seller, its successors and assigns, with non-exclusive access and utility easement rights over the access road for the adjoining parcels fronting on the access road (with full median access), as generally depicted on Exhibit "A." An easement shall be retained by Seller at Closing pursuant to this requirement.

(z) Buyer shall pay, as an additional Purchase Price amount for the High School Parcel, the cost of installation of the traffic signalization for the intersection of the High School Parcel access road at Porter Blvd., up to a maximum additional purchase price of $125,000.00 for such signalization cost, as certified by King Engineering Associates, Inc., or other project engineer designated by Seller. The balance of any such cost shall be paid by Seller or its Designated Developer or CDD.

iv. Incident to the future land use, zoning, or development use of Wiregrass Ranch, the School District agrees not to object to any future zoning or license request by Seller, any future developer or property owner within Wiregrass Ranch, on any adjacent parcel or other area within Wiregrass Ranch, including, without limitation, any application for AB "wet zoning" variances, licenses, permits, or other approvals.

~~v. By separate resolution of its governing board, the School District shall designate the high school to be constructed within the High School Parcel as "Wiregrass High School," in recognition/memory of James H. "Wiregrass" Porter.~~

vi. The Buyer acknowledges that all Parcels under this Agreement are within a proposed high quality, master-planned community, adjacent to future residential, office, retail and other public uses. Therefore, Buyer agrees that the final site plan for each parcel, and

the architectural design and quality of the improvements to be constructed thereon (i.e., exterior façade, style, and color scheme), shall be subject to the prior review and comment and approval of Seller, which approval shall not be unreasonably withheld. Without limiting the foregoing, Buyer agrees to utilize split-face block or better construction materials for the principal buildings within the High School and Middle School Parcels, and to use directional lighting wherever feasible for parking and recreational facilities, to minimize unnecessary impacts on adjoining properties. Buyer also agrees to participate in a master signage plan and master landscape plan along all frontage areas in cooperation with Seller's Designated Developer.

vii. The School District agrees to cooperate, to the extent financially feasible, with Seller or its Designated Developer with respect to a joint community college facility/program in conjunction with the high school campus, and/or a public-private partnership to create a public auditorium/fine arts/performing arts center for the community.

15. Effective Date; Due Diligence Period. This Agreement shall become legally effective upon the date it is accepted and approved by the Buyer's governing board, and executed by its Chairman (the "Effective Date"), notwithstanding earlier execution hereof by the Seller. From and after the Effective Date, Buyer shall have thirty (30) days within which to conduct its due diligence with respect to the Parcels which are subject to this Agreement, including any environmental analysis, flood plain analysis, appraisal analysis, Comprehensive Plan consistency approval, or other matter whatever deemed necessary by Buyer. Buyer shall notify Seller and its project engineer, King Engineering Associates, Inc., prior to access upon any of the Parcels by Buyer or any third party consultants, and shall indemnify Seller and hold it harmless from any property damage, personal injury, or other loss or casualty incurred by reason of Buyer or its consultants in connection with such entry and/or inspection. Unless Buyer terminates this Agreement on or before the 30th day (i.e., prior to expiration of the "Due Diligence" period), this Agreement shall be binding upon both Seller and Buyer, in accordance with its terms.

16. Miscellaneous. This Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the parties, and no representation, warranty, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may be modified only by an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns (where assignment is permitted). This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Time is of the essence of this Agreement. Headings to paragraphs used in this Agreement have been provided for convenience only and shall not affect the interpretation hereof. Whenever used herein, the singular form shall include the plural and vice versa, and the use of any gender shall include all genders, as appropriate. **This Agreement shall be null and void if not accepted by the governing body of Buyer on or before March 15, 2004** 16

17. Radon Gas. Buyer acknowledges that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from the county public health unit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

"SELLER"

Wiregrass Ranch, Inc.

WITNESSES:

By: _____
Thomas M. Porter
Title: Vice President

As to Seller

Date: 3/02/04

"BUYER"

School District of Pasco County, Florida
through its School Board

By: _____

As to Buyer

Printed Name: Jean Larkin Weightman
Chairperson

Date: 3/10/04

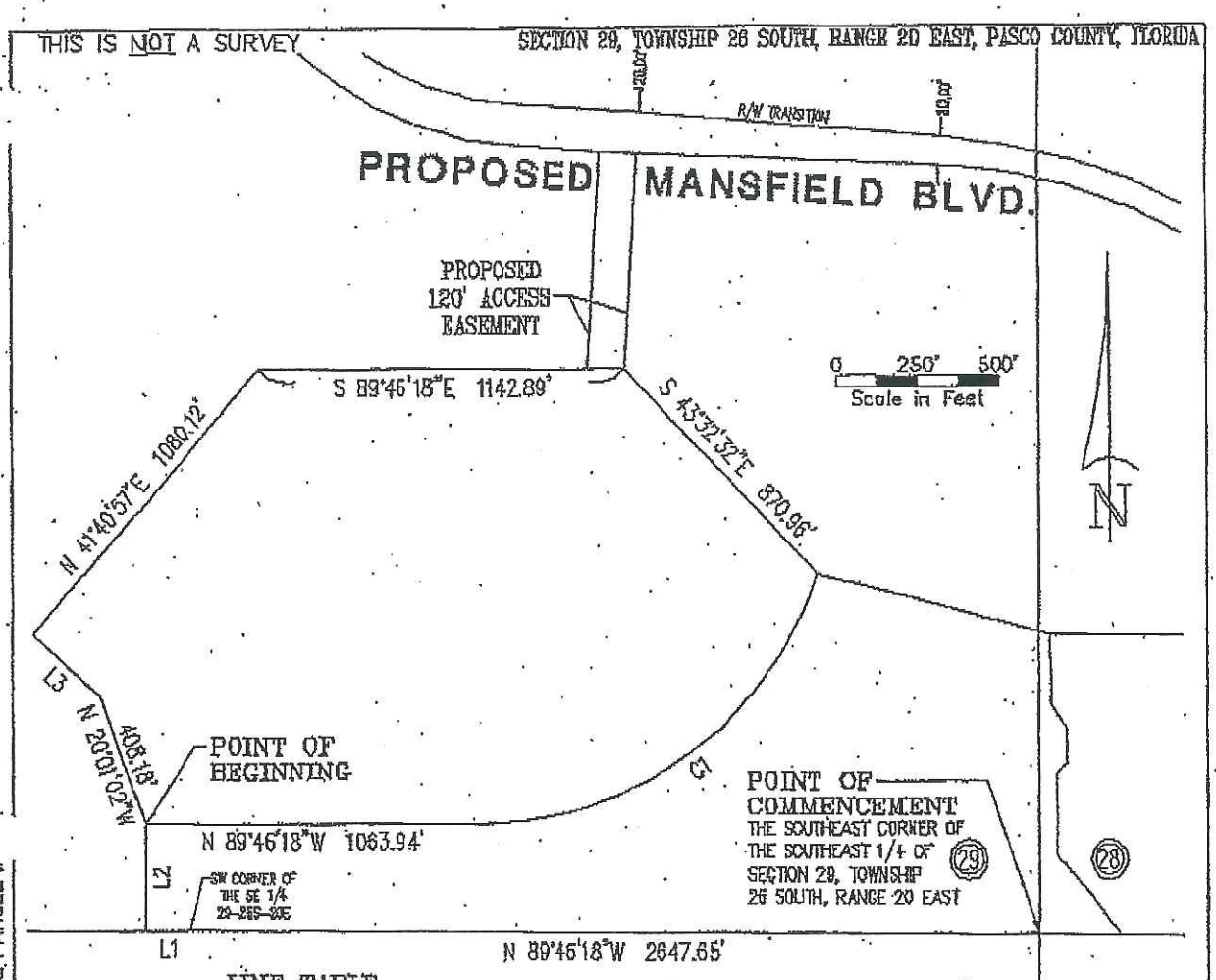
Date: 3/16/04

List of Exhibits

Exhibit A	-	Concept Plan/Educational Complex
Exhibit B	-	High School Parcel Legal Description
Exhibit C	-	Middle School Parcel Legal Description
Exhibit D	-	Drainage/Mitigation Parcel Legal Description
Exhibit E	-	Access Parcel Legal Description

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.05'
L3	N 48°19'03"W	283.03'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC..

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	71°29'55"	1100.00	1372.67	1285.33	791.87	S 54°28'45"W

WIREGRASS RANCH

PROPOSED HIGH SCHOOL PARCEL AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/25/04	R.E.D.	R.H.L.	R.H.L.
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		29	26 SOUTH	20 EAST

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3260
CERTIFICATE OF AUTHORIZATION No. LB 2610

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE (813) 500-5931
FAX (813) 500-5932
E-MAIL

Q:\SU...\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL ...

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet for a POINT OF BEGINNING; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 1,080.12 feet; thence S.89°46'18"E. a distance of 1,142.89 feet; thence S.43°32'32"E. a distance of 870.96 feet to a point of curvature; thence 1,372.67 feet along the arc of a non-tangent curve to the right, concave Northwesterly, having a radius of 1,100.00 feet, delta 71°29'55", chord bearing and distance S.54°28'45"W., 1,285.33 feet; thence N.89°46'18"W., a distance of 1,063.94 feet to the POINT OF BEGINNING.

Containing 59.174 acres more or less.

WIREGRASS RANCH

PROPOSED HIGH SCHOOL PARCEL AT WIREGRASS

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813-[illegible]
FAX 813-[illegible]
E-MAIL [illegible]

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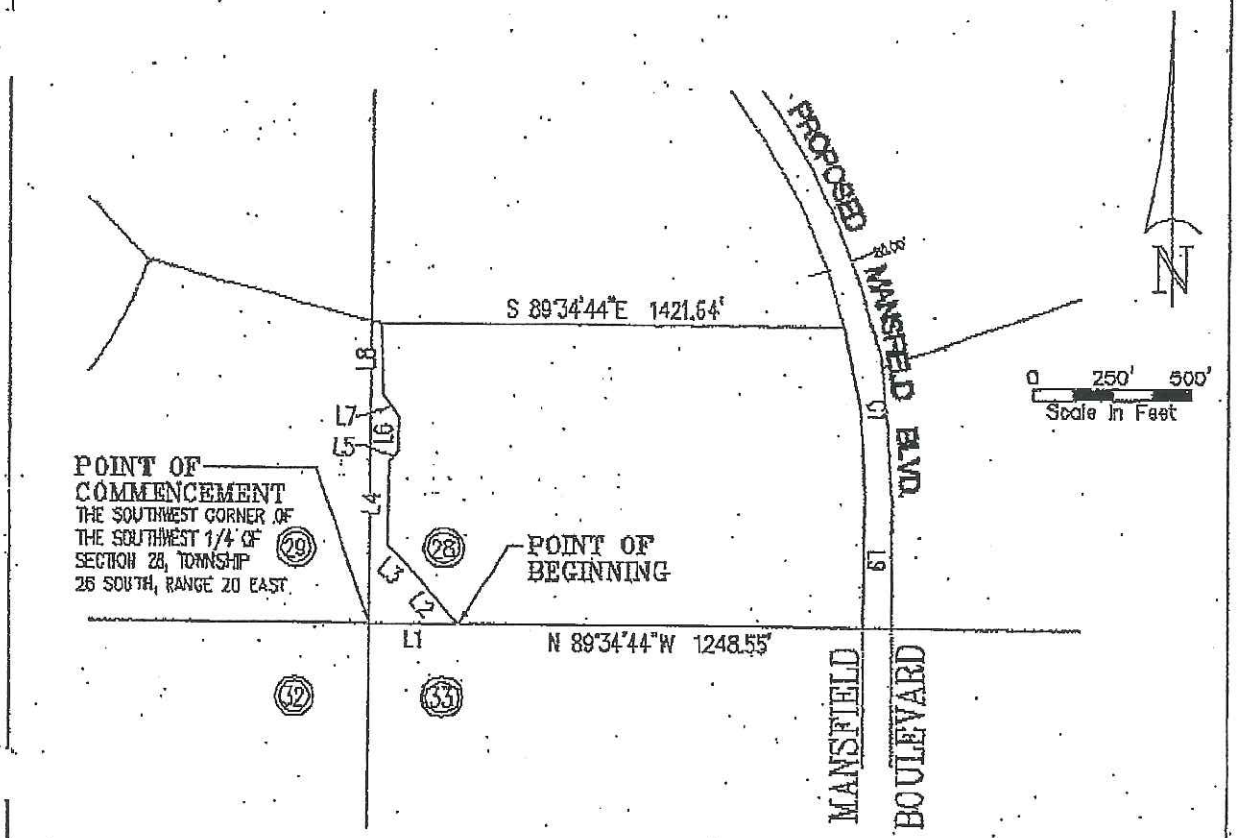
THIS IS NOT A SURVEY

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°34'44"E	263.85'
L2	N 39°10'55"W	189.87'
L3	N 46°30'18"W	125.95'
L4	N 00°57'59"E	248.15'
L5	N 43°44'49"E	44.38'
L6	N 00°00'00"E	103.15'
L7	N 34°14'03"W	84.30'
L8	N 02°14'18"W	210.69'
L9	S 00°25'16"W	395.38'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
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4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC..

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	14°56'41"	1940.00	506.02	504.59	254.45	S 07°03'04"E

WIREGRASS RANCH

PROPOSED MIDDLE SCHOOL PARCEL AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1" = 500'	2/26/04	R.E.D.	R.H.L.	R.H.L.
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		28	26 SOUTH	20 EAST

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY PHONE 813 • 880 • 8881
SUITE 300, MEMORIAL CENTER, SUITE 300 FAX 813 • 880 • 8882
TAMPA, FLORIDA 33634 E-MAIL

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3280
CERTIFICATE OF AUTHORIZATION No. LB 2610

G:\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL

THIS IS NOT A SURVEY

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the Southwest 1/4 of Section 28, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence S.89°34'44"E., along the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33, a distance of 263.85 feet to the POINT OF BEGINNING; thence leaving said line, N.39°10'55"W. a distance of 189.87 feet; thence N.46°30'18"W., a distance of 125.95 feet; thence N.00°57'59"E., a distance of 248.15 feet; thence N.43°44'49"E., a distance of 44.38 feet; thence N.00°00'00"E., a distance of 103.15 feet; thence N.34°14'03"W., a distance of 84.30 feet; thence N.02°14'18"W., a distance of 210.69 feet; thence S.89°34'44"E., a distance of 1,421.64 feet to the Westerly right-of-way line of proposed Mansfield Boulevard (an 80' proposed R/W); thence 506.02 feet along the arc of a non-tangent curve to the right, concave Southwesterly, having a radius of 1,940.00 feet, delta 14°56'41", chord bearing and distance S.07°03'04"E., 504.59 feet; thence S.00°25'16"W., a distance of 395.38 feet to the South line of the Southwest 1/4 of said Section 28; thence N.89°34'44"W., along said South line of said Section 28, a distance of 1,248.55 feet to the POINT OF BEGINNING.

Containing 29.192 acres more or less.

WIREGRASS RANCH

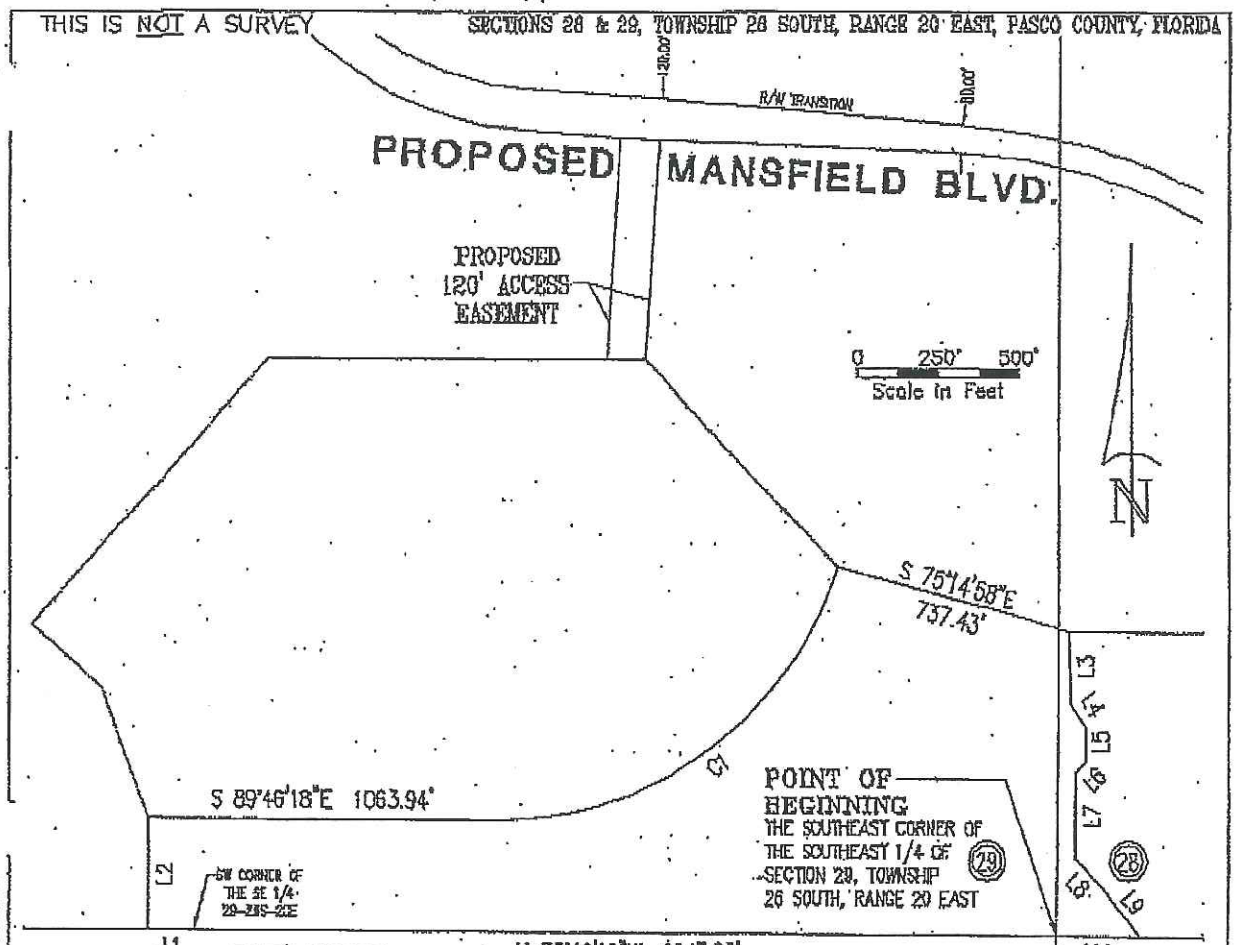
PROPOSED MIDDLE SCHOOL PARCEL AT WIREGRASS

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY PHONE (813) 289-8691
ONE MEMORIAL CENTRE, SUITE 500 FAX (813) 289-8692
TAMPA, FLORIDA 33634 E-MAIL

Q:\SD\3108\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL

THIS IS NOT A SURVEY

SECTIONS 28 & 29, TOWNSHIP 28 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



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4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC..

WIREGRASS RANCH

PROPOSED DRAINAGE/MITIGATION EASEMENT AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/26/04	R.E.D.	R.H.L.	R.H.L.
JOB No. 3109-301-000		SECTION 28 & 29	TOWNSHIP 26 SOUTH	RANGE 20 EAST

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTRE, SUITE 300
TAMPA, FLORIDA 33634
PHONE (813) 880-8881
FAX (813) 880-8882

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\3109\301\SKLEGALS\Post-Boundary-Survey\SCHOOL PARCEL

THIS IS NOT A SURVEY

SECTIONS 28 & 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Sections 28 & 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Beginning at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence S.89°46'18"E., a distance of 1,063.94 feet to a point of curvature; thence 1,372.67 feet along the arc of a tangent curve to the left, concave Northwesterly, having a radius of 1,100.00 feet, delta 71°29'55", chord bearing and distance N.54°28'45"E., 1,285.33 feet; thence S.75°14'58"E., a distance of 737.43 feet; thence S.02°14'18"E., a distance of 210.69 feet; thence S.34°14'03"E., a distance of 84.30 feet; thence S.00°00'00"W., a distance of 103.15 feet; thence S.43°44'49"W., a distance of 44.38 feet; thence S.00°57'59"W., a distance of 248.15 feet; thence S.46°30'18"E., a distance of 125.95 feet; thence S.39°10'55"E., a distance of 189.87 feet to the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33; thence N.89°34'44"W. a distance of 263.85 feet to the POINT OF BEGINNING.

Containing 38.072 acres more or less.

WIREGRASS RANCH

PROPOSED DRAINAGE/MITIGATION EASEMENT AT WIREGRASS

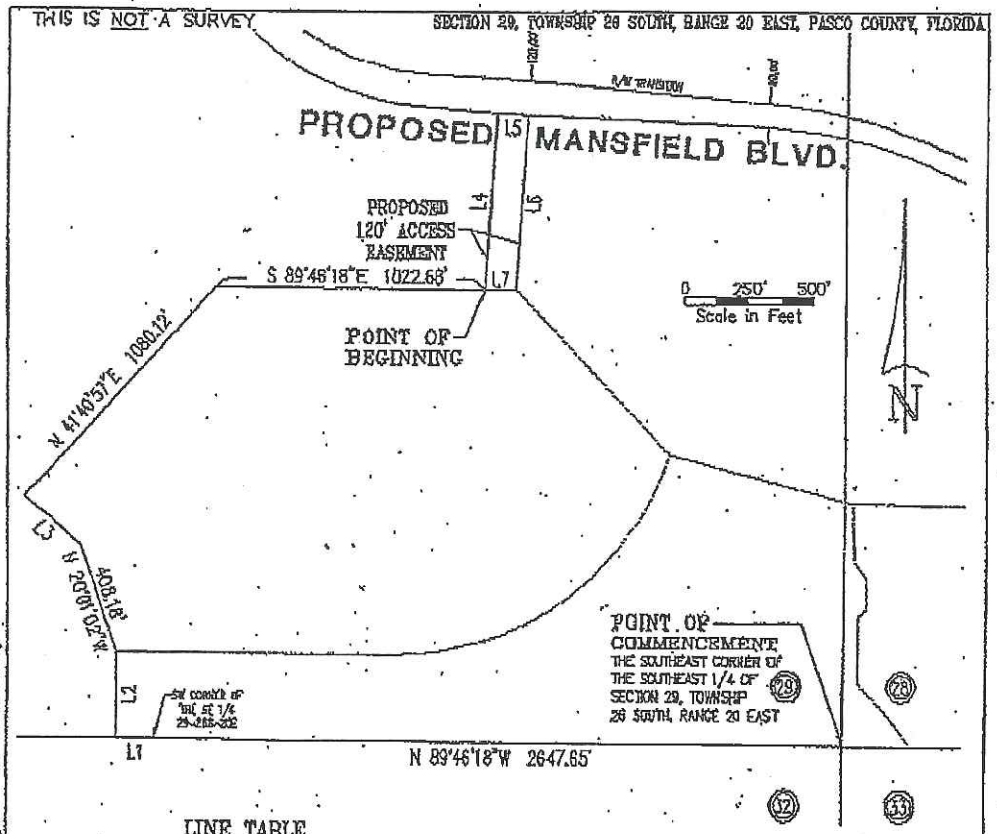
King
ENGINEERING ASSOCIATES, INC.

G:\Survey\3108\301\SK\LEGALS\East-Boundary-Survey\SCHOOL PARCEL C.dwg

Sheet 2 of 2

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.06'
L3	N 48°19'03"W	283.03'
L4	N 03°37'04"E	667.74'
L5	S 86°22'56"E	120.00'
L6	S 03°37'04"W	660.63'
L7	N 89°46'18"W	120.21'

SURVEYOR'S NOTES:
1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC.

WIREGRASS RANCH

PROPOSED HIGH SCHOOL 120' ACCESS EASEMENT

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/23/04	R.E.D.	R.H.L.	R.H.L.
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		29	26 SOUTH	20 EAST

King
ENGINEERING ASSOCIATES, INC.

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\Survey\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL D.dwg

Sheet 1 of 2

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W., along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 1,080.12 feet; thence S.89°46'18"E. a distance of 1,022.68 feet for a POINT OF BEGINNING; thence N.03°37'04"E., a distance of 667.74 feet to the intersection of the proposed southerly right-of-way line of Mansfield Boulevard (120' R/W); thence S.86°22'56"E., along said right-of-way a distance of 120.00 feet; thence leaving said right-of-way S.03°37'04"W., a distance of 660.65 feet; thence N.89°46'18"W., a distance of 120.21 feet to the POINT OF BEGINNING.

Containing 1.830 acres more or less.

WIREGRASS RANCH

PROPOSED HIGH SCHOOL 120' ACCESS EASEMENT

King ENGINEERING ASSOCIATES, INC.

[illegible]
PHONE [illegible]
FAX [illegible]
E-MAIL [illegible]

G:\Survey\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL O.dwg

Sheet 2 of 2

EXHIBIT O

WIREGRASS RANCH DRI NO. 260

AGREEMENT WITH FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS DATED OCTOBER 8, 2004*

***INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND DEVELOPMENT DEPARTMENT**

EXHIBIT P

WIREGRASS RANCH DRI NO. 260

ENVIRONMENTAL MANAGEMENT PLAN*

***INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND GROWTH MANAGEMENT DEPARTMENT**

EXHIBIT Q

WIREGRASS RANCH DRI NO. 260

ASSIGNMENT OF ENTITLEMENTS

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

1. Assignment of Wiregrass DRI Entitlements dated 01/29/2008 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc.
   Assignee: Goodforest LLC
   DRI Entitlements: 233,601 square feet of retail entitlements
   Parcel: Parcel C5 (the "Mall Expansion Parcel") (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1A

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Wiregrass Ranch, Inc hereby assigns to Goodforest LLC Two Hundred Thirty Three Thousand Six Hundred One (233,601) square feet of retail entitlements pursuant to Phase 1 of the Development of Regional Impact development order issued pursuant to Florida Statute Section 380.06 adopted by Pasco County, Florida, by Resolution No. 07-291, for use on that real property described on Exhibit "A" attached hereto and made a part hereof by reference.

Dated as of the ___ day of _____, 2008.

"Assignor"

Wiregrass Ranch, Inc.
a Florida corporation

By: William H. Porter
Printed Name: William H. Porter
Title: President

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of January, 2008, by William H. Porter as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced Florida Drivers License as identification.

NOTARY PUBLIC-STATE OF Florida
Printed Name: Linda L Bell

My commission expires:

LINDA L BELL
MY COMMISSION # DD 338689
EXPIRES September 19, 2009
Bonded Thru Notary Public Underwriters

Draft.001.011608

Exhibit "A"

(insert legal description of Sale Parcel II)

SALE PARCEL II
(a/k/a)
PARCEL C-5

All that portion of Section 30, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of Section 30, Township 26 South, Range 20 East, Pasco County, Florida; thence South 89° 58'40" East, along the South line of the Southwest 1/4 of said Section 30, a distance of 99.24 feet to the Easterly right-of-way line of County Road 581 (Bruce B. Downs Boulevard - a 200 foot right-of-way); thence North 00° 29'34" East, along the Easterly right-of-way line of said County Road 581, a distance of 125.00 feet to the intersection of the Proposed Northerly right-of-way line of State Road 56 (250 foot right-of-way); thence along said Northerly right-of-way line, South 89° 58'40" East, a distance of 222.16 feet to a point of curvature; thence 1,725.70 feet along the arc of a curve to the left, concave Northwesterly, having a radius of 3,255.00 feet, delta 30° 22'35", chord and bearing of North 74° 50'03" East, 1,705.56 feet; thence North 59° 38'45" East, a distance of 1,150.12 feet to the POINT OF BEGINNING; thence leaving said right-of-way line North 61° 39'12" West, a distance of 380.67 feet; thence North 50° 22'10" West, a distance of 651.40 feet; thence North 48°49'28" East, a distance of 1,300.74 feet; thence South 63°21'14" East, a distance of 596.94 feet; thence South 31° 22'45" East, a distance of 681.00 feet to the said Northerly right-of-way line of Proposed State Road 56; thence South 59° 38'45" West, along said right-of-way, a distance of 1,194.19 feet to the POINT OF BEGINNING.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

2. Assignment of Wiregrass DRI Entitlements dated 01/29/2008 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc.
   Assignee: Goodforest LLC
   DRI Entitlements: 647,500 square feet of retail entitlements
   Parcel: As per attached
   Phase: Phase 1B

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Wiregrass Ranch, Inc. hereby assigns to Goodforest LLC Six Hundred Forty Seven Thousand Five Hundred (647,500) square feet of retail entitlements pursuant to Phase 1 of the Development of Regional Impact development order issued pursuant to Florida Statute Section 380.06 adopted by Pasco County, Florida, by Resolution No. 07-291, for use on that real property described on Exhibit "A" attached hereto and made a part hereof by reference.

Dated as of the __ day of _____, 2008.

"Assignor"

Wiregrass Ranch, Inc.
a Florida corporation

By: William H. Porter
Printed Name: William H. Porter
Title: President

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of January, 2008, by William H. Porter as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced FL DRIVERS LICENSE as identification.

NOTARY PUBLIC-STATE OF Florida
Printed Name: Linda L Bell

My commission expires:

LINDA L. BELL
MY COMMISSION # DD 338689
EXPIRES: September 19, 2008
Bonded Thru Notary Public Underwriters

Exhibit "A"

(insert legal description of Sale Parcel I)

SALE PARCEL I
(a/k/a)
PARCEL C-6

All that portion of the South 1/2 of Section 30, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of Section 30, Township 26 South, Range 20 East, Pasco County, Florida; thence South 89° 58'40" East, along the South line of the Southwest 1/4 of said Section 30, a distance of 99.24 feet to the Easterly right-of-way line of County Road 581 (Bruce B. Downs Boulevard - a 200 foot right-of-way); thence North 00° 29' 34" East, along the Easterly right-of-way line of said County Road 581, a distance of 125.00 feet to the intersection of the Proposed Northerly right-of-way line of State Road 56; thence South 89° 58'40" East, along said right-of-way line, a distance of 222.16 feet to a point of curvature; thence 1,121.46 feet along the arc of a curve to the left, concave North, having a radius of 3,255.00 feet, delta 19° 44'26" and a chord bearing and distance of North 80° 09'07" East, 1,115.92 feet to the POINT OF BEGINNING; thence leaving said right-of-way line, North 00° 29'39" East, a distance of 1,460.87 feet; thence North 72° 01'12" East, a distance of 275.31 feet; thence North 82° 05'43" East, a distance of 252.03 feet; thence South 50° 22'10" East, a distance of 882.94 feet; thence South 61° 39'12" East, a distance of 380.67 feet to the Proposed Northerly right-of-way line of State Road 56; thence South 59° 38'45" West, along said right-of-way line, a distance of 1,150.12 feet to a point of curvature; thence 604.24 feet along the arc of a curve to the right, concave North, having a radius of 3,255.00 feet, delta 10° 38'10", and a chord bearing and distance of South 64° 57'50" West, 603.37 feet to the POINT OF BEGINNING.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

3. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch LLC
   Assignee: Goodforest LLC
   DRI Entitlements: 172,500 square feet of retail entitlements
   Parcel: As per attached
   Phase: Phase 1B

2010125587

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

Rcpt:1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 776

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

SR 56 Commercial Parcel, a portion of Parcel C6

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September __, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to GOODFOREST LLC, a Florida limited liability company, maintaining a principal place of business of 50 Public Square, Suite 1100, Cleveland, Ohio 44113 ("Goodforest") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 172,500 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as the "SR 56 Commercial Parcel", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to the SR 56 Commercial Parcel, including, but not limited to, the Development Rights Agreement dated January 30, 2008 and recorded in Book 7751, Page 952 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter

Print: William H. Porter

Title: President

Date: 9/1/10

Witness:

Printed Name: SCOTT SHERIDAN

Witness:

Printed Name: WILLIAM W. MERRIMAN III

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By:

Print: David J. Evans

Title: Manager

Date: Sept 1, 2010

Witness:

Printed Name: SCOTT SHERIDAN

Witness:

Printed Name: WILLIAM W. MERRIMAN III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced Fl. DL. P636-928-52-453-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced Fl. DL. E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SR 56 COMMERCIAL PARCEL, A PORTION OF PARCEL C6

ALL THAT PORTION OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 3 AND 4, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S89°58'40"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD – A 200' R/W); THENCE N00°29'34"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 125.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N00°29'34"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1010.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N72°15'04"E, A DISTANCE OF 85.00 FEET; THENCE S50°28'38"E, A DISTANCE OF 75.00 FEET; THENCE N59°10'51"E, A DISTANCE OF 535.00 FEET; THENCE N84°26'10"E, A DISTANCE OF 210.00 FEET; THENCE N62°14'03"E, A DISTANCE OF 43.47 FEET; THENCE N44°47'06"E, A DISTANCE OF 61.21 FEET; THENCE N56°28'07"E, A DISTANCE OF 87.31 FEET; THENCE N61°57'11"E, A DISTANCE OF 39.49 FEET; THENCE N44°20'16"E, A DISTANCE OF 48.69 FEET; THENCE N52°42'43"E, A DISTANCE OF 62.69 FEET; THENCE N47°35'43" E, A DISTANCE OF 54.48 FEET; THENCE N85°30'57"E, A DISTANCE OF 79.15 FEET; THENCE S82°54'03"E, A DISTANCE OF 53.61 FEET; THENCE N78°01'35"E, A DISTANCE OF 39.60 FEET; THENCE N64°21'53"E, A DISTANCE OF 36.83 FEET; THENCE S00°29'39"W, A DISTANCE OF 1355.62 FEET TO THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 56; THENCE ALONG SAID RIGHT-OF-WAY 1121.46 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3255.00 FEET, DELTA 19°44'26"; CHORD AND BEARING OF S80°09'07"W, 1115.92 FEET; THENCE N89°58'40"W, A DISTANCE OF 222.16 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 36.712 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

4. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: Wal-Mart Stores East, LP
   DRI Entitlements: 217,522 square feet of retail entitlements
   Parcel: Portion of Parcel C2 (the "Wal-Mart Parcel") (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1B

2010125588

Rcpt: 1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 780

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Wal-Mart Parcel, a portion of Parcel C2

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to WAL-MART STORES EAST, LP, a Delaware limited partnership authorized to transact business in Florida, maintaining a principal place of business of 702 S.W. 8th Street, Bentonville, Arkansas 72716-0555 ("Wal-Mart") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 217,522 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as the "Wal-Mart Parcel", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to the Wal-Mart Parcel.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William A. Porter

Print: William H. Porter

Title: President

Date: 9/1/2010

Witness: Scott Sheridan

Printed Name: Scott Sheridan

Witness: William W. Merrill III

Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By: _____

Print: David J. Evans

Title: Manager

Date: Sept. 1, 2010

Witness: Scott Sheridan

Printed Name: Scott Sheridan

Witness: William W. Merrill III

Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL E152-170-49-296-3 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF THE WAL-MART PARCEL, A PORTION OF PARCEL C2

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 388.14 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE S.18°18'45"E., A DISTANCE OF 925.00 FEET; THENCE S.18°18'45"E., A DISTANCE OF 432.95 FEET; THENCE S.71°41'15"W., A DISTANCE OF 259.57 FEET; THENCE S.17°43'05"E., A DISTANCE OF 39.89 FEET; THENCE S 67°19'14" W., A DISTANCE OF 293.50 FEET; THENCE N 62°05'36" W., A DISTANCE OF 146.12 FEET; THENCE N.33°50'30"W., A DISTANCE OF 404.45 FEET; THENCE S 71°41'15" W., A DISTANCE OF 17.62 FEET; THENCE N 84°15'19" W., A DISTANCE OF 87.81 FEET; THENCE S 70°32'35" W., A DISTANCE OF 74.02 FEET; THENCE S 50°09'28" W., A DISTANCE OF 42.27 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE; THENCE 172.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET, DELTA 17°55'20", CHORD AND BEARING OF N.84°19'34"W, 171.34 FEET; THENCE N.75°21'54"W., A DISTANCE OF 137.96 FEET; THENCE N.14°38'06"E., A DISTANCE OF 372.03 FEET; THENCE N.14°38'06"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 207.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 50.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 245.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 256.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.016 ACRES, MORE OR LESS

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

5. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: First Chapel Associates, LP
   DRI Entitlements: 9,978 square feet of retail entitlements
   Parcel: Portion of Parcel C2 (the "SR 54 Outparcels") (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1B

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

2010125589

Rcpt:1323704 Rec: 52.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 6
OR BK 8410 PG 784

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

SR 54 Outparcels, a portion of Parcel C2

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to FIRST CHAPEL ASSOCIATES LP, a Delaware limited partnership authorized to transact business in Florida, maintaining a principal place of business of 777 South Flagler Drive, Suite 1101-E, West Palm Beach, Florida 33401 ("First Chapel") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 9,978 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as "SR 54 Outparcels", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to SR 54 Outparcels, including, but not limited to, the Development Rights Agreement dated January 30, 2008 and recorded in Book 7751, Page 952 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter
Print: William H. Porter
Title: President
Date: 9/1/2010

Witness: Scott Sheridan
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By:
Print: David J. Evans
Title: Manager
Date: Sep. 1, 2010

Witness:
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF SR 54 OUTPARCELS, A PORTION OF PARCEL C2

PARCEL DESCRIPTION: WALMART OUTLOT "A" - LESS SIGN PARCEL

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 132.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, N 71°41'15" E., A DISTANCE OF 256.00 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., A DISTANCE OF 300.00 FEET; THENCE SOUTH 71 DEGREES 41 MINUTES 15 SECONDS WEST, A DISTANCE OF 254.00 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 215.64 FEET; THENCE NORTH 71 DEGREES 36 MINUTES 39 SECONDS EAST, A DISTANCE OF 10.36 FEET; THENCE NORTH 32 DEGREES 43 MINUTES 57 SECONDS EAST, A DISTANCE OF 12.39 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 25.24 FEET; THENCE NORTH 71 DEGREES 33 MINUTES 20 SECONDS EAST, A DISTANCE OF 159.00 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE SOUTH 71 DEGREES 33 MINUTES 20 SECONDS WEST, A DISTANCE OF 180.99 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 49.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.729 ACRES, MORE OR LESS.

PARCEL DESCRIPTION: WALMART OUTLOT "B"

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-

WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 528.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N.71°41'15"E., A DISTANCE OF 225.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 300.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PROPOSED PORTER BOULEVARD; THENCE N.18°18'45"W., ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.550 ACRES, MORE OR LESS

PARCEL DESCRIPTION: WALMART OUTLOT "C"

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 753.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: N.71°41'15"E., A DISTANCE OF 147.33 FEET; (2) N.18°18'45"W., A DISTANCE OF 20.00 FEET; (3) N.71°41'15"E., A DISTANCE OF 77.67 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 320.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET; THENCE N.18°18'45"W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.585 ACRES, MORE OR LESS

PARCEL DESCRIPTION: WALMART OUTLOT "D"

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58

FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 900.47 FEET; (6) THENCE N 18°18'45" W., A DISTANCE OF 20.00 FEET; (7) THENCE N 71°41'15" E., A DISTANCE OF 77.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N.71°41'15"E., A DISTANCE OF 225.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 320.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET; THENCE N.18°18'45"W., A DISTANCE OF 320.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.653 ACRES, MORE OR LESS

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

6. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: Sierra BBD Property, LLC
   DRI Entitlements: 2,000 single family residential dwelling units, of which 1380 units shall be detached single family residential dwelling units and 620 units shall be attached single family residential units (townhouse)
   Parcel: Parcel S1, Parcel S3A, and Parcel C4 (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1B

2010125590

Rcpt:1323704 Rec: 52.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 6
OR BK 8410 PG 790

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Parcel S1, Parcel S3A, and Parcel C4

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to SIERRA BBD PROPERTY, LLC, a Florida limited liability company, maintaining a principal place of business at 509 Guisando de Avila, Suite 200, Tampa, Florida 33613-5253 ("Sierra") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign entitlements consisting of 2,000 single family residential dwelling units, of which 1,380 units shall be detached single family residential dwelling units and 620 units shall be attached single family residential units (townhouse), pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as "Parcel S1", "Parcel S3A", and "Parcel C4", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order and the Entitlement Allocation Agreement dated August 9, 2007 and recorded in Book 7602, Page 629 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter
Print: William H. Porter
Title: President
Date: 9/1/2010

Witness: Scott Sheridan
Printed Name: Scott Sheridan

Witness: _____
Printed Name: William W. Merrill IV

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By: _____
Print: David J. Evans
Title: Manager
Date: Sep 1, 2010

Witness: _____
Printed Name: Scott Sheridan

Witness: _____
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL E152170-49-296 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL S1, PARCEL S3A, AND PARCEL C-4

ALL THAT PORTION OF SECTIONS 17, 18, 19 & 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 2, 3 AND 4, OF SECTION 18 AND BEING A PORTION OF GOVERNMENT LOT 1, OF SECTION 19 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.89°58'40"E., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD - A 200' R/W); THENCE N.00°29'34"E., ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 10,048.57 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N.00°29'34"E., A DISTANCE OF 1,981.41 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.89°56'28"E., A DISTANCE OF 805.09 FEET; THENCE N.10°04'47"E., A DISTANCE OF 498.44 FEET; THENCE N.00°00'00"E., A DISTANCE OF 590.15 FEET; THENCE N.10°55'16"E., A DISTANCE OF 729.50 FEET; THENCE N.81°39'31"E., A DISTANCE OF 498.05 FEET; THENCE N.15°23'12"E., A DISTANCE OF 860.67 FEET; THENCE N.29°39'53"E., A DISTANCE OF 878.90 FEET; THENCE N.90°00'00"E., A DISTANCE OF 1,603.17 FEET; THENCE S.53°48'13"E., A DISTANCE OF 410.19 FEET; THENCE N.55°14'13"E., A DISTANCE OF 348.50 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED PORTER BOULEVARD (140' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. THENCE S.32°00'57"E., A DISTANCE OF 2,411.88 FEET TO A POINT OF CURVATURE; 2. THENCE 805.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,030.00 FEET, DELTA 22°44'38", CHORD AND BEARING S 20°38'38" E., 800.54 FEET; 3. THENCE S.09°16'19"E., A DISTANCE OF 1,197.44 FEET TO A POINT OF CURVATURE; THENCE 529.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 2,030.00 FEET, DELTA 14°56'01", CHORD AND BEARING S 01°48'19"E., 527.60 FEET; 4. THENCE S.05°39'41"W., A DISTANCE OF 1,104.54 FEET TO A POINT OF CURVATURE; 5. THENCE 65.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, DELTA 75°00'00", CHORD AND BEARING S.43°09'41"W., 60.88 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (140' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. THENCE S.80°39'41"W., A DISTANCE OF 1,324.57 FEET TO A POINT OF CURVATURE; 2. THENCE 647.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 8,070.00 FEET, DELTA 04°35'38", CHORD AND BEARING S 78°21'52" W., 646.86 FEET; 3. THENCE S.76°04'04"W., A DISTANCE OF 2,407.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE N.13°55'56"W., A DISTANCE OF 355.04 FEET; THENCE N.47°17'26"W., A DISTANCE OF 1,209.82 FEET; THENCE N.89°30'26"W., A DISTANCE OF 792.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 677.235 ACRES, MORE OR LESS.

AND

THAT PORTION OF SECTIONS 19 AND 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 2, 3 AND 4, OF SECTION 19 AND A PORTION OF GOVERNMENT LOTS 1 & 2, OF SECTION 30 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP
26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE NORTH 00°15'13" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2,642.48 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE NORTH 00°40'56" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2,641.89 FEET TO THE NORTHWEST CORNER OF SAID SECTION 30 AND THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE NORTH 00°31'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,552.85 FEET; THENCE LEAVING SAID LINE NORTH 83°07'00" EAST, A DISTANCE OF 111.56 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD, A 210' RIGHT-OF-WAY, 110' FROM CENTER OF RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1. NORTH 00°29'34" EAST, A DISTANCE OF 835.50 FEET; 2. NORTH 89°30'26" WEST, A DISTANCE OF 10.00 FEET TO A 200' RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (100' FROM CENTER OF RIGHT-OF-WAY); 3. NORTH 00°29'34" EAST, ALONG SAID LINE A DISTANCE OF 766.73 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (A 140' RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: 1. SOUTH 89°30'26" EAST, A DISTANCE OF 4.97 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; 2. NORTHEASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 56.07 FEET, A CENTRAL ANGLE OF 64°14'59", AND A CHORD BEARING AND DISTANCE OF NORTH 58°22'04" EAST, 53.18 FEET; 3. SOUTH 89°30'26" EAST, A DISTANCE OF 367.20 FEET TO A POINT OF CURVATURE; 4. EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,570.00 FEET, AN ARC LENGTH OF 647.04 FEET, A CENTRAL ANGLE OF 14°25'30", AND A CHORD BEARING AND DISTANCE OF NORTH 83°16'49" EAST, 645.33 FEET; 5. NORTH 76°04'04" EAST, A DISTANCE OF 795.54 FEET; THENCE LEAVING SAID LINE SOUTH 16°35'41" WEST, A DISTANCE OF 538.07 FEET; THENCE SOUTH 02°51'22" WEST, A DISTANCE OF 1,446.88 FEET; THENCE SOUTH 14°39'02" WEST, A DISTANCE OF 34.21 FEET; THENCE SOUTH 25°15'11" EAST, A DISTANCE OF 626.56 FEET; THENCE SOUTH 12°09'05" WEST, A DISTANCE OF 947.33 FEET; THENCE SOUTH 04°41'16" EAST, A DISTANCE OF 1,473.65 FEET; THENCE NORTH 78°21'22" WEST, A DISTANCE OF 395.52 FEET; THENCE NORTH 52°28'44" WEST, A DISTANCE OF 88.98 FEET; THENCE SOUTH 83°41'37" WEST, A DISTANCE OF 242.64 FEET; THENCE NORTH 65°48'39" WEST, A DISTANCE OF 630.02 FEET; THENCE NORTH 75°46'16" WEST, A DISTANCE OF 456.42 FEET; THENCE NORTH 89°27'52" WEST, A DISTANCE OF 104.12 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (A 200' RIGHT-OF-WAY, 100' FROM CENTER OF RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1. NORTH 00°29'34" EAST, A DISTANCE OF 1,718.35 FEET; 2. SOUTH 89°30'26" EAST, A DISTANCE OF 10.00 FEET TO A 210' RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (110' FROM CENTER OF RIGHT-OF-WAY); 3. NORTH 00°29'34" EAST, A DISTANCE OF 864.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 178.705 ACRES, MORE OR LESS.

AND

ALL THAT PORTION OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 1 AND 2, OF SECTION 19, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD - A 200' R/W); THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 8,671.21 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (A 140' RIGHT-OF-WAY) FOR A POINT OF BEGINNING; THENCE CONTINUE, NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1,377.36 FEET; THENCE LEAVING SAID LINE SOUTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, A DISTANCE OF 792.24 FEET; THENCE SOUTH 47 DEGREES 17 MINUTES 26 SECONDS EAST, A DISTANCE OF 1,209.82 FEET; THENCE SOUTH 13 DEGREES 55 MINUTES 56 SECONDS EAST, A DISTANCE OF 355.04 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. THENCE SOUTH 76 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 778.68 FEET TO A POINT OF CURVATURE; 2. THENCE 611.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 2,430.00 FEET, DELTA 14 DEGREES 25 MINUTES 30 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES 16 MINUTES 49 SECONDS WEST, 610.18 FEET; 3. THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 367.20 FEET TO A POINT OF CURVATURE; 4. THENCE 78.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, DELTA 90 DEGREES 00 MINUTES 00 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 30 MINUTES 26 SECONDS WEST, 70.71 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 44.487 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

7. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: Florida Hospital Zephyrhills, Inc.
   DRI Entitlements: 90,000 square feet of medical office entitlements and 100 hospital bed entitlements
   Parcel: Parcel O2 (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1A

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

2010125591

Rcpt:1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 796

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Parcel O2

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to FLORIDA HOSPITAL ZEPHYRHILLS, INC., a Florida corporation, maintaining a principal place of business of business of 7050 Gall Boulevard, Zephyrhills, Florida 33541 ("FHZ") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 90,000 square feet of medical office entitlements and 100 beds of hospital entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as Parcel O2, as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This assignment shall only become effective once the Resolution Adopting an Amended, Consolidated, and Restated Development Order Approving, with Conditions, the Wiregrass Ranch Development of Regional Impact No. 260, scheduled for adoption by the Pasco County Board of County Commissioners at a public hearing on September 7, 2010, is effective and no longer subject to appeal or challenge.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to Parcel O2.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter
Print: William H Porter
Title: President
Date: 9/1/2010

Witness: Scott Sheridan
Printed Name: Scott Sheridan

Witness: William W. Merrill III
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By: David J. Evans
Print: David J. Evans
Title: Manager
Date: Sept 1, 2010

Witness: Scott Sheridan
Printed Name: Scott Sheridan

Witness: William W. Merrill III
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL O2

THAT PORTION OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 AND GOVERNMENT LOTS 1, 2 AND 3 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE NORTH 00°40'56" EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 322.23 FEET; THENCE LEAVING SAID LINE, NORTH 89°59'11" EAST, A DISTANCE OF 109.20 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581, (BRUCE B. DOWNS BOULEVARD, BASED ON THE RIGHT-OF-WAY CONTROL SURVEY FOR COUNTY ROAD 581 SEGMENT 405492 1 PREPARED BY ECHEZABAL & ASSOCIATES, INC., FINAL DATE 7/21/05 AND THE POINT OF BEGINNING; THENCE NORTH 00°29'34" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 A DISTANCE OF 1,303.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 7602, PAGE 620, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS SOUTH 89°27'52" EAST, A DISTANCE OF 104.12 FEET; THENCE SOUTH 75°46'16" EAST, A DISTANCE OF 456.42 FEET; THENCE SOUTH 65°48'39" EAST, A DISTANCE OF 630.02 FEET; THENCE NORTH 83°41'37" EAST, A DISTANCE OF 242.64 FEET; THENCE SOUTH 52°28'44" EAST, A DISTANCE OF 88.98 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 5300, PAGE 1713; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 5300, PAGE 1713, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA SOUTH 17°08'23" EAST, A DISTANCE OF 406.24 FEET; THENCE SOUTH 08°35'31" WEST, A DISTANCE OF 55.29 FEET; THENCE SOUTH 20°56'46" EAST, A DISTANCE OF 187.10 FEET; THENCE SOUTH 01°11'14" EAST, A DISTANCE OF 132.14 FEET; THENCE SOUTH 08°18'53" WEST, A DISTANCE OF 85.50 FEET; THENCE SOUTH 04°23'06" EAST, A DISTANCE OF 250.82 FEET; THENCE SOUTH 01°25'46" WEST, A DISTANCE OF 103.27 FEET; THENCE SOUTH 00°47'20" EAST, A DISTANCE OF 88.53 FEET; THENCE SOUTH 01°41'15" EAST, A DISTANCE OF 100.25 FEET; THENCE SOUTH 31°35'03" WEST, A DISTANCE OF 206.97 FEET; THENCE SOUTH 25°56'27" WEST, A DISTANCE OF 75.83 FEET; THENCE NORTH 72°07'45" WEST, A DISTANCE OF 281.75 FEET; THENCE NORTH 13°08'45" EAST, A DISTANCE OF 364.40 FEET; THENCE NORTH 88°33'55" WEST, A DISTANCE OF 372.54 FEET; THENCE NORTH 65°48'44" WEST, A DISTANCE OF 215.81 FEET; THENCE NORTH 77°35'12" WEST, A DISTANCE OF 83.05 FEET; THENCE NORTH 86°50'56" WEST, A DISTANCE OF 477.21 FEET; THENCE SOUTH 00°22'35" WEST, A DISTANCE OF 104.74 FEET; THENCE SOUTH 03°46'07" EAST, A DISTANCE OF 62.94 FEET; THENCE SOUTH 16°52'44" EAST, A DISTANCE OF 98.01 FEET; THENCE SOUTH 03°44'29" EAST, A DISTANCE OF 74.82 FEET; THENCE SOUTH 89°59'10" WEST, A DISTANCE OF 220.76 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581; THENCE NORTH 00°29'34" EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 469.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.533 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

8. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: The District Board of Trustees of Pasco-Hernando Community College, Florida, a political subdivision of the State of Florida
   DRI Entitlements: 700 full time equivalent student entitlements
   Parcel: A portion of Parcel M18 and a portion of Parcel M13 (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1A

2010125592

Rcpt:1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 800

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Portions of Parcel M18 and Parcel M13

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to The District Board of Trustees of Pasco-Hernando Community College, Florida, a political subdivision of the State of Florida ("PHCC"), for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 700 full-time equivalent student entitlements for use as a community college pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as portions of Parcel M18 and Parcel M13, as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This assignment shall only become effective once the Resolution Adopting an Amended, Consolidated, and Restated Development Order Approving, with Conditions, the Wiregrass Ranch Development of Regional Impact No. 260, scheduled for adoption by the Pasco County Board of County Commissioners at a public hearing on September 7, 2010, is effective and no longer subject to appeal or challenge.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to Parcel M18 and M13.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter
Print: William H. Porter
Title: President
Date: 9/1/2010

Witness: Scott Sheridan
Printed Name: SCOTT SHERIDAN

Witness:
Printed Name: WILLIAM W. MERRIMAN

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL P636-928-52-953-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By:
Print: David J. Evans
Title: Manager
Date: Sep. 1, 2010

Witness: Scott Sheridan
Printed Name: SCOTT SHERIDAN

Witness:
Printed Name: WILLIAM W. MERRIMAN III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF PORTIONS OF PARCEL M18 AND PARCEL M13

THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, SAID CORNER BEING THE COMMON CORNER OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SECTION 29 THE FOLLOWING TWO (2) COURSES: 1. NORTH 89°46'18" WEST, A DISTANCE OF 2,647.65 FEET TO THE SOUTH 1/4 CORNER OF SECTION 29; 2. NORTH 89°58'04" WEST, A DISTANCE OF 144.45 FEET; THENCE LEAVING SAID LINE, NORTH 00°06'28" EAST, A DISTANCE OF 330.06 FEET; THENCE NORTH 20°01'02" WEST, A DISTANCE OF 408.18 FEET; THENCE NORTH 48°19'03" WEST, A DISTANCE OF 283.03 FEET TO A POINT ON THE NORTHEASTERLY LINE OF PARCEL M12 AS DESCRIBED IN O.R. BOOK 6179, PAGE 783 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 50°42'55" WEST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL M12 A DISTANCE OF 1,139.21 FEET; THENCE LEAVING SAID LINE NORTH 42°31'25" EAST, A DISTANCE OF 1,159.01 FEET; THENCE NORTH 31°25'50" EAST, A DISTANCE OF 193.01 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 21.55 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 679.00 FEET, A CENTRAL ANGLE OF 01°49'05", AND A CHORD BEARING AND DISTANCE OF NORTH 32°20'23" EAST 21.55 FEET; THENCE NORTH 56°45'05" WEST, A DISTANCE OF 48.18 FEET; THENCE NORTH 33°45'37" EAST, A DISTANCE OF 150.56 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 487.08 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 36°00'36", AND A CHORD BEARING AND DISTANCE OF NORTH 51°45'55" EAST 479.11 FEET; THENCE NORTH 69°46'13" EAST, A DISTANCE OF 104.92 FEET TO THE POINT ON A NON-TANGENT CURVE TO THE LEFT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MANSFIELD BOULEVARD (A 140 FOOT RIGHT-OF-WAY) AS DESCRIBED IN O.R. BOOK 7802, PAGES 561 & 570 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1. SOUTHEASTERLY 1,306.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,070.00 FEET, A CENTRAL ANGLE OF 69°57'26", AND A CHORD BEARING AND DISTANCE OF SOUTH 51°24'13" EAST 1,226.80 FEET; 2. SOUTH 86°22'56" EAST, A DISTANCE OF 184.91 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF A A HIGH SCHOOL 120' ACCESS PARCEL AS DESCRIBED IN O.R. BOOK 5834, PAGE 826 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID ACCESS PARCEL, SOUTH 02°23'47" WEST, A DISTANCE OF 528.96 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF A HIGH SCHOOL PARCEL AS DESCRIBED IN O.R. BOOK 5834, PAGE 826 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID LINE SOUTH 75°15'08" WEST, A DISTANCE OF 1,105.62 FEET; THENCE SOUTH 41°40'57" WEST, A DISTANCE OF 878.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.565 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

For convenience of reference, Section 4.e as set forth in the Original DO as amended by the DO Amendment (Resolution 07-291 adopted on July 17, 2007, as amended by Resolution 08-06 adopted on October 9, 2007) states as follows:

e. Assignment of DRI Entitlements. Because the DRI entitlements authorized in this DO are not geographically assigned to specific development parcels within the DRI, the Applicant/Owner shall control the allocation and assignment of the phased entitlements to specific geographic parcels within the DRI Property, by written instrument executed by an authorized officer of Applicant/Owner. Prior to the issuance of any preliminary plan/ preliminary site plan within the DRI, the plan applicant must provide to the County an original, executed "Assignment of Wiregrass DRI Entitlements" that (i) specifically identifies the type and number of entitlements assigned to the specific DRI parcel(s) that is the subject of the permit application (i.e., 100,000 sf office use entitlements for Parcel 0-3); (ii) specifically states the DRI phase for which said entitlements are assigned (i.e., Phase 1, 2 or 3); and (iv) [sic] is dated, executed by the Applicant/Owner, and notarized. All such assignments of entitlements shall be reported in the next biennial report for the DRI.

#260

PASCO COUNTY, FLORIDA

NEW PORT RICHEY	(727) 847-8193	PLANNING AND DEVELOPMENT DEPT.
DADE CITY	(352) 521-4274	WEST PASCO GOVT. CENTER
LAND O' LAKES	(813) 996-7341	8731 CITIZENS DRIVE, SUITE 320
FAX	(727) 847-8084	NEW PORT RICHEY, FL 34654-5598

CERTIFIED MAIL NO. 7008 0150 0003 6528 6717
RETURN RECEIPT REQUESTED

November 5, 2012

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

RE: Wiregrass Ranch Development of Regional Impact (#260)
Development Order Amendment

Dear Mr. Meyer:

Enclosed, please find an original executed Wiregrass Ranch Development of Regional Impact #260, Development Order Amendment (Resolution No. 13-29), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025, Florida Administrative Code. This amended, consolidated, and restated development order was approved by the Board of County Commissioners on October 23, 2012.

Please contact me with any questions at (727) 847-8193 x7889 or cspidell@pascocounfyfl.net.

Sincerely,

Cynthia D. Spidell

Cynthia D. Spidell, MBA
Senior Planner & DRI Coordinator

Enclosure

RECEIVED
NOV 08 2012
Tampa Bay Regional
Planning Council

THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO.** 13-29

A RESOLUTION AMENDING RESOLUTION NO. 07-291, AS AMENDED, FOR WIREGRASS RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 260, TO REVISE THE LAND USE EXCHANGE MATRIX AND REFLECT A LAND USE EXCHANGE OF SINGLE FAMILY DWELLING UNITS TO HOSPITAL BEDS.

WHEREAS, on December 27, 2004, in accordance with Section 380.06, Florida Statutes, as amended, Wiregrass Ranch, Inc. (Original Applicant/Owner) et. al. filed an Application for Development Approval (ADA) and five (5) Responses to Request for Additional Information for a Development of Regional Impact (DRI) known as Wiregrass Ranch DRI (Project); and,

WHEREAS, on July 17, 2007, in accordance with Section 380.06, Florida Statutes, the Pasco County Board of County Commissioners adopted Resolution 07-291 approving a development order for the Project (Original DO); and,

WHEREAS, on September 14, 2007, the State of Florida Department of Community Affairs (DCA) appealed Resolution No. 07-291 (Appeal); and,

WHEREAS, the primary basis for the Appeal was the lack of requirements in the Original DO for the identification of the Phase 2 and 3 proportionate share transportation mitigation for the Project; and,

WHEREAS, Pasco County and the Original Applicant/Owner disputed the allegations set forth in the Petition for Appeal; however, Pasco County and the Original Applicant/Owner agreed to enter into an agreement with the DCA pursuant Section 380.032(3), Florida Statutes to amicably resolve the concerns raised by the DCA in the Petition for Appeal; and,

WHEREAS, on September 25, 2007, the Board of County Commissioners approved the Section 380.032 (3) agreement with the DCA (DCA Agreement), which required the Board of County Commissioners to amend the Original DO, and specifically Note 1 to Exhibit I, to add additional

requirements relating to the identification of the Phase 2 and 3 proportionate share mitigation, as more specifically set for the in the DCA Agreement (DO Amendment); and,

WHEREAS, the DCA Agreement also required the DCA to dismiss with prejudice the Petition for Appeal within five (5) days of Pasco County rendering the DO Amendment, and waived any appeal of the DO Amendment, provided the DO Amendment complied with the DCA Agreement; and such appeal was formally dismissed by the State of Florida Land and Water Adjudicatory Commission; and,

WHEREAS, the DCA Agreement also acknowledged that the DO Amendment did not require a Notice of Proposed Change (NOPC) or any additional regional review; and,

WHEREAS, the Board of County Commissioners found that the utilization of the Phase 2 and 3 proportionate share for facility or mobility improvements that benefit the Strategic Intermodal System, and specifically I-75 from the I-75/I-275 apex north to S.R. 52 or S.R. 54/56 east of U.S. 41, is (a) in the best interest of the citizens and businesses of Pasco County, the State of Florida, and the Wiregrass Ranch DRI, (b) consistent with the priorities established by Section 339.61(2), Florida Statutes, and (c) consistent with Pasco County's Comprehensive Plan financial feasibility requirements pursuant to Section 163.3177, Florida Statutes; and,

WHEREAS, on October 9, 2007, the Board of County Commissioners adopted the DO Amendment (Resolution No. 08-06), which amended the Original DO consistent with the DCA Agreement in order to settle the Appeal; and,

WHEREAS, on September 7, 2010, the Board of County Commissioners approved Notice of Proposed Change No. 1 (NOPC1) and adopted an amended, consolidated, and restated development order (Amended and Restated DO); and

WHEREAS, on September 21, 2010, the Board of County Commissioners adopted a Development Order Amendment in conjunction with Notice of Proposed Change No. 2 (NOPC2) to reflect the changes in the Comprehensive Plan Future Land Use Classifications from MU (Mixed-Use), RES-3 (Residential - 3 du/ga) and CON (Conservation Lands) to PD (Planned Development) and CON (Conservation Lands); and

WHEREAS, on April 6, 2012, Locust Branch, LLC, the Master Developer (Applicant) requested a land use exchange of 65 single-family dwelling units in Phase 3 to 50 hospital beds in Phase 1; and

WHEREAS, on September 26, 2012, the Applicant requested to amend the land use exchange application to convert an additional 32 single-family dwelling units for a total conversion of 97 single-family dwelling units in Phase 3 to 75 hospital beds in Phase 1; and

WHEREAS, this land use exchange necessitated a revision in the maximum number of hospital beds in the Land Use Equivalency Matrix attached and incorporated into the DO as Exhibit F (collectively referred to as the Proposed Changes); and

WHEREAS, pursuant to Subsection 380.06(19)(e)2k, the proposed changes are not substantial deviations, do not increase the number of external peak hour trips, do not reduce open space and conserved areas, and do not require the filing of a notice of proposed change; and

WHEREAS, the development order amendment (DO Amendment) includes correspondence from the Florida Department of Economic Opportunity (FDEO) and the Tampa Bay Regional Planning Council (TBRPC) confirming that the proposed changes do not create the likelihood of any additional regional impacts and satisfy the criteria enumerated in Subsection 380.06(19)(e)2.k, Florida Statutes; and

WHEREAS, the Pasco County Board of County Commissioners as the governing body of the local government having jurisdiction pursuant to Chapter 380, Florida Statues, is authorized and empowered to consider amendments to the DRI Development Order; and,

WHEREAS, pursuant to Subparagraph 380.06(19)(e)(1), Florida Statutes, a public hearing is not required in order for the Board of County Commissioners to consider this DO Amendment; and

WHEREAS, the Board of County Commissioners considered the DO Amendment at its meeting on October 23, 2012; and

WHEREAS, the Board of County Commissioners has reviewed the DO Amendment as well as all related testimony and evidence submitted.

WHEREAS, the Pasco County Board of County Commissioners wishes at this time to amend the DO in accordance with the Proposed Changes; and

WHEREAS, the Amended and Restated DO as amended by this amendment shall be referred to as the "Development Order" or "DO.".

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled this 23rd of October 2012 that the DO Amendment for Wiregrass Ranch DRI as set forth below is hereby adopted by the Board of County Commissioners:

WIREGRASS RANCH DEVELOPMENT ORDER AMENDMENT

1. Introduction.

This Resolution shall constitute an amendment to the DO as previously amended.

2. General Findings of Fact

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

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

b. The Board of County Commissioners has received and considered various other reports and information including, but not limited to, the memoranda and attachments from the Planning and Development Department relating to this DO Amendment.

c. The DO Amendment application is incorporated into this DO by reference as Attachment 1.

3. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

a. This DO Amendment is consistent with the applicable provisions of the Pasco County Land Development Code (local land development regulations).

b. The DO Amendment is consistent with the applicable provisions of the adopted Pasco County Comprehensive plan (Comprehensive Plan).

c. The DO Amendment is consistent with the applicable provisions of the adopted State Comprehensive Plan.

d. The DO Amendment is not subject to a Notice of Proposed Change or additional regional review pursuant to Chapter 380, Florida Statutes.

4. Order

Having made the above Findings of Fact and drawn the above Conclusions of Law, it is ordered that the Development Order is hereby amended as follows:

a. Exhibit F, The Land Use Equivalency Matrix (LUEM) attached hereto as Attachment 3 is hereby revised to increase the maximum number of hospital beds from 110 beds to 175 beds.

b. The Land Use Table in Section 4(3) of the DO attached hereto as Attachment 4 is hereby revised to reflect the land use exchange of 97 single-family dwelling units in Phase 3 to 75 hospital beds in Phase 1.

5. Effective Date

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

6. Procedures

(1) Notice of Adoption

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

(b) The Clerk of the Board of County Commissioners shall return four (4) signed originals of this DO Amendment and one (1) signed original Notice of Adoption to the Pasco County Planning & Development Department. The Pasco County Planning & Development Department shall then send copies of each document to the FDEO, TBRPC, and to attorneys of record in these proceedings.

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

(2) Severability.

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

DONE AND RESOLVED this 23rd day of October, 2012.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

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

ANN HILDEBRAND, CHAIRMAN

APPROVED
IN SESSION
OCT 23 2012
PASCO COUNTY
BCC

ATTACHMENTS

1. **Land Use Equivalency Exchange/Development Order Amendment Application***
2. **Legal Description**
3. **Exhibit F, The Land Use Equivalency Matrix**
4. **Wiregrass Ranch DRI, Land Use Table, Table 1**

*** incorporated by reference only and on file with the Planning and Development Department**

ATTACHMENT 1

LAND USE EQUIVALENCY EXCHANGE/DO AMENDMENT APPLICATION*

***INCORPORATED BY REFERENCE ONLY AND ON FILE WITH THE PLANNING AND DEVELOPMENT DEPARTMENT**

ATTACHMENT 2

LEGAL DESCRIPTION

II. LEGAL DESCRIPTION (of the entire Wiregrass Ranch DRI):

ALL THAT PORTION OF SECTIONS 7, 17, 18, 19, 20, 21, 22, 27, 28, 29 AND 30, ALL IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.00°29'59"W., ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1,530.52 FEET TO THE INTERSECTION OF SAID EASTERLY LINE OF SECTION 7 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (AS IT NOW EXISTS) FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.00°29'59"W., ALONG SAID EAST LINE OF SECTION 7, A DISTANCE OF 1,112.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 7; THENCE S.00°17'31"W., A DISTANCE OF 2,644.07 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE S.00°17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.89°54'52"W., A DISTANCE OF 122.50 FEET; THENCE S.32°00'57"E., A DISTANCE OF 901.62 FEET; THENCE N.89°54'52"E., A DISTANCE OF 1,235.69 FEET; THENCE N.01°21'00"W., A DISTANCE OF 34.15 FEET; THENCE N.58°17'36"E., A DISTANCE OF 18.29 FEET; THENCE N.10°07'36"E., A DISTANCE OF 47.77 FEET; THENCE N.15°01'14"W., A DISTANCE OF 37.26 FEET; THENCE N.00°16'25"W., A DISTANCE OF 34.10 FEET; THENCE N.28°14'49"W., A DISTANCE OF 48.81 FEET; THENCE N.35°23'51"W., A DISTANCE OF 35.73 FEET; THENCE N.42°01'17"W., A DISTANCE OF 74.66 FEET; THENCE S.53°29'29"W., A DISTANCE OF 3.88 FEET; THENCE N.67°22'47"W., A DISTANCE OF 56.94 FEET; THENCE N.66°07'39"W., A DISTANCE OF 43.71 FEET; THENCE N.61°50'08"W., A DISTANCE OF 36.84 FEET; THENCE N.84°10'42"W., A DISTANCE OF 46.39 FEET; THENCE S.66°03'28"W., A DISTANCE OF 43.33 FEET; THENCE S.70°44'48"W., A DISTANCE OF 50.36 FEET; THENCE N.28°06'22"W., A DISTANCE OF 18.09 FEET; THENCE N.26°14'40"E., A DISTANCE OF 55.86 FEET; THENCE N.46°01'59"E., A DISTANCE OF 51.53 FEET; THENCE N.07°56'04"W., A DISTANCE OF 51.58 FEET; THENCE N.88°45'05"E., A DISTANCE OF 27.00 FEET; THENCE N.49°32'44"E., A DISTANCE OF 37.70 FEET; THENCE N.24°21'42"E., A DISTANCE OF 40.47 FEET; THENCE N.70°30'07"E., A DISTANCE OF 30.27 FEET; THENCE N.66°14'45"E., A DISTANCE OF 33.96 FEET; THENCE N.41°18'54"E., A DISTANCE OF 43.25 FEET; THENCE N.81°19'08"E., A DISTANCE OF 29.73 FEET; THENCE S.76°54'12"E., A DISTANCE OF 43.86 FEET; THENCE N.27°45'10"E., A DISTANCE OF 52.04 FEET; THENCE N.18°00'53"W., A DISTANCE OF 45.22 FEET; THENCE N.25°30'52"W., A DISTANCE OF 22.26 FEET; THENCE N.84°40'35"E., A DISTANCE OF 60.61 FEET; THENCE N.11°10'34"E., A DISTANCE OF 16.14 FEET; THENCE N.81°20'00"W., A DISTANCE OF 73.87 FEET; THENCE N.27°24'42"W., A DISTANCE OF 30.32 FEET; THENCE N.27°24'42"W., A DISTANCE OF 19.26 FEET TO THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17, N.89°54'52"E., A DISTANCE OF 3,787.37 FEET TO THE SOUTHEAST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.00°09'55"W., ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 3,972.39 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 21, S.89°35'53"E., A DISTANCE OF 2,659.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 21, S.89°32'37"E., A DISTANCE OF 2,656.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S.00°01'39"E., ALONG THE EAST LINE OF SECTION 21 A DISTANCE OF 2,640.26 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 21; THENCE S.00°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 21 A DISTANCE OF 1,037.80 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.89°54'24"E., A DISTANCE OF 270.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.00°09'58"W., A DISTANCE OF 1,600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE S.00°16'42"W., A DISTANCE OF

815.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE N.89°54'24"W., A DISTANCE OF 270.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27, SAID POINT ALSO BEING ON THE EAST LINE OF SAID SECTION 28; THENCE S.00°16'42"W., ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 4,472.09 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE N.89°56'42"W., ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 2,652.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°34'44"W., A DISTANCE OF 1,172.72 FEET; THENCE LEAVING SAID LINE N.00°25'16"E., A DISTANCE OF 395.38 FEET TO A POINT OF CURVATURE; THENCE 506.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,940.00 FEET, DELTA 14°56'41", CHORD BEARING AND DISTANCE N.07°03'04"E., 504.59 FEET; THENCE N.89°34'44"W., A DISTANCE OF 1,421.64 FEET; THENCE N.75°14'58"W., A DISTANCE OF 737.43 FEET; THENCE N.43°32'32"W., A DISTANCE OF 1,001.00 FEET; THENCE N.02°23'47"E., A DISTANCE OF 35.94 FEET; THENCE N.02°23'47"E., A DISTANCE OF 536.40 FEET; THENCE N.86°22'56"W., A DISTANCE OF 120.03 FEET; THENCE S.02°23'47"W., A DISTANCE OF 538.96 FEET; THENCE S.75°15'08"W., A DISTANCE OF 1,105.62 FEET; THENCE S.41°40'57"W., A DISTANCE OF 878.18 FEET; THENCE S.48°19'03"E., A DISTANCE OF 283.03 FEET; THENCE S.20°01'02"E., A DISTANCE OF 408.18 FEET; THENCE S.00°06'28"W., A DISTANCE OF 330.06 FEET TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 29; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 29, N.89°58'04"W., A DISTANCE OF 2,518.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N.89°58'27"W., ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 2,675.07 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 30; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 30, N.89°58'40"W., A DISTANCE OF 2,602.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) (A 200' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. N.00°29'34"E., A DISTANCE OF 13,100.79 FEET TO A POINT OF CURVATURE; 2. THENCE 1,389.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 5,629.80 FEET, DELTA 14°08'19", CHORD BEARING AND DISTANCE N.07°33'44"E., 1,385.72 FEET; 3. THENCE N.14°37'52"E., A DISTANCE OF 3,183.89 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.75°21'08"E., A DISTANCE OF 353.01 FEET; THENCE N.14°37'03"E., A DISTANCE OF 201.80 FEET; THENCE N.75°23'12"W., A DISTANCE OF 292.99 FEET; THENCE S.14°38'06"W., A DISTANCE OF 10.00 FEET; THENCE N.75°16'55"W., A DISTANCE OF 59.94 FEET; THENCE N.14°41'33"E., A DISTANCE OF 55.90 FEET; THENCE S.75°22'18"E., A DISTANCE OF 81.92 FEET; THENCE S.66°23'33"E., A DISTANCE OF 38.47 FEET; THENCE S.75°21'54"E., A DISTANCE OF 177.94 FEET; THENCE N.55°20'58"E., A DISTANCE OF 30.59 FEET; THENCE N.14°38'33"E., A DISTANCE OF 296.41 FEET; THENCE S.75°21'37"E., A DISTANCE OF 791.07 FEET; THENCE N.14°37'57"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N71°41'15" E., A DISTANCE OF 207.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 310.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.71°41'15" E., A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.18°18'45" E., A DISTANCE OF 310.00 FEET; THENCE N.71°41'15" E., A DISTANCE OF 245.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (R/W VARIES); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. N.71°40'25"E., A DISTANCE OF 580.63 FEET; 2. THENCE N.71°43'50"E., A DISTANCE OF 187.70 FEET; 3. THENCE N.18°18'45"W., A DISTANCE OF 20.00 FEET; 4. THENCE N.71°41'08"E., A DISTANCE OF 1,301.84 FEET TO A POINT OF CURVATURE; 5. THENCE 637.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5,729.58 FEET, DELTA 06°22'41", CHORD BEARING AND DISTANCE S.74°54'21"E., 637.49 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 7 AND THE POINT OF BEGINNING.

CONTAINING 5,118.640 ACRES, MORE OR LESS

ATTACHMENT 3

WIREGRASS RANCH DRI DO

EXHIBIT F

LAND USE EQUIVALENCY MATRIX

EXHIBIT F

WIREGRASS DRI LAND USE EQUIVALENCY MATRIX
(Revised 07/16/2010)

ITE LUC		To Single Family (Units)	To Multi Family (Units)	To Town House (Units)	To Elderly Housing Detached (Units)	To Elderly Housing Attached (Units)	To Office (1,000 s.f.)	To Retail (1,000 s.f.)	To Medical Office (1,000 s.f.)	To Hospital (1 bed)	To Golf Course (1 hole)	To Hotel (1 occupied room)	To Jr/Community College (1 FTE student)	To General Light Industrial (1000 s.f.)	To Attractions & Recreation Facility (1000 s.f.)
210	From Single Family - Detached	-	1.63	1.94	3.88	9.18	0.68	0.27	0.27	0.78	0.37	1.44	8.42	1.03	0.36
220	From Multi Family units	0.61	-	1.19	2.38	5.64	0.42	0.17	0.17	0.48	0.23	0.89	5.17	0.63	0.22
230	From S.F. Attached/Townhouse units	0.51	0.84	-	2	4.73	0.35	0.14	0.14	0.4	0.19	0.74	4.33	0.53	0.18
251	From Elderly Housing Detached units	0.26	0.42	0.5	-	2.36	0.17	0.07	0.07	0.2	0.09	0.37	2.17	0.27	0.09
252	From Elderly Housing Attached units	0.11	0.18	0.21	0.42	-	0.07	0.03	0.03	0.08	0.04	0.16	0.92	0.11	0.04
820	From Retail (1,000's sq. ft.)	3.71	6.05	7.21	14.42	34.09	2.52	-	1.01	2.88	1.37	5.36	31.25	3.83	1.33
720	From Medical Office (1,000's sq. ft.)	3.68	6	7.15	14.31	33.82	2.5	0.99	-	2.86	1.36	5.31	31.00	3.80	1.32
430	From Golf Course (1 hole)	2.71	4.42	5.27	10.54	24.91	1.84	0.73	0.74	2.11	-	3.91	22.83	2.80	0.97
610	From Hospital (1 bed)	-	-	-	-	-	0.87	-	0.35	-	-	1.86	10.83	1.33	-
310	From Hotel (1 occupied room)	0.69	1.13	1.35	2.69	6.36	0.47	0.19	0.19	0.54	0.26	-	5.83	0.71	0.25
540	From Jr/Community College (1 FTE student)	-	-	-	-	-	0.08	-	0.03	0.09	-	0.17	-	0.12	0.04
710	From Office (1,000 sq. ft.)	-	-	-	-	-	-	-	0.40	-	-	-	-	1.52	-
110	From General Light Industrial (1,000's sq. ft.)	-	-	-	-	-	0.66	-	0.26	0.75	-	1.40	8.17	-	0.35
n/a	Attractions & Recreation Facility (1,000 sq.ft.)	2.79	4.55	5.42	10.85	25.64	1.89	0.75	0.76	2.17	1.03	4.03	23.50	2.88	-

Note:
1. Office may be exchanged for medical office and light industrial uses subject to the requirements of the Dev. Order.
2. Hospital beds may be exchanged for office, medical office and light industrial uses subject to the requirements of the Dev. Order.
3. The land use trade-offs may occur pursuant to the thresholds defined within the Development Order and the table below.
4. Trip rate of 2.82 was used for the proposed Attraction & Recreation Facility, which was based on the weighted average of the PM peak hour trip rates for Ice Skating Rink (ITE LUC 465) and Shopping Center (ITE LUC 820).

Land Use	Proposed	Min. Dev.	Max. Dev.
Residential	10,825	9,743	11,908
Office (msf)	1.06	0.95	1.17
Medical Office	0.2	0.18	0.22
Retail (msf)	2.72	2.45	2.99
Hospital (beds)	100	90	~~110~~ 175
Hotel rooms	480	432	528
Attractions and Recreation Facilities (ARF)	300,000	270,000	330,000
Community College (f.t.e. students)	707	636	778
Golf Course (holes)	18	9	27

Land Use	PM Peak Hour Trip Generation Rate
Single Family Detached (unit)	1.01
Single Family Attached/Townhouse (unit)	0.52
Multifamily (unit)	0.62
Elderly Detached (unit)	0.26
Elderly Attached (unit)	0.11
Office (1,000s.f.)	1.49
Retail (1,000s.f.)	3.75
Medical Office (1,000s.f.)	3.72
Hospital (bed)	1.3
Golf Course (hole)	2.74
Hotel (room)	0.7
Community College (FTE student)	0.12
Light Industrial (1,000 s.f.)	0.98
Attractions and recreation Facility(1,000s.f.)	2.82

ATTACHMENT 4

WIREGRASS RANCH DRI DO

LAND USE TABLE

TABLE 1

ATTACHMENT 4

Wiregrass Ranch DRI Land Use Table Table 1					
Land Use	Phase 1 – 2019	Phase 2– 2019	Phase 3 – 2019	Phase 4 – 2023	TOTAL
Residential. d.u. (Single family) (Multi family)	6,000 (4,000)* (2,000)	4,689 (3,163)** (1,526)	~~132~~ 35 ~~(132)~~ (35)	1,000 (1,000)	~~11,821~~ 11,724 ~~(7,295)~~ (7,198) (4,526)
Retail s.f.	1,580,800	800,000	340,000	460,000	3,180,800
Hotel rooms	480				480
Office s.f.	310,000	599,080	150,000	875,000	1,934,080
Medical Office s.f.	199,180				199,180
Hospital beds	~~100~~ 175				~~100~~ 175
Community College (f.t.e. students)	707 (f.t.e)				707 f.t.e.
Attractions & Recreation Facilities (ARF) s.f.	300,000				300,000
Golf Course	18 holes				18 holes
Elementary Schools	1	1	1	1	4

#260

King
ENGINEERING ASSOCIATES, INC.

SERVICES
Civil Engineering
Environmental Engineering
Transportation Planning & Engineering
Pavement Management
Land Planning
Ecological Services
Surveying & Mapping
Construction Management
GIS Mapping
Landscape Architecture
(FL #LC26000183)

OFFICE LOCATIONS

FLORIDA
Jacksonville
Miami
Sarasota
Tampa

TEXAS
Austin
Dallas

April 6, 2012

Ms. Cynthia Spidell
Pasco County
8731 Citizens Drive, Suite 320
New Port Richey, FL 34654

Re: Wiregrass Ranch DRI Land Use Exchange

Dear Cynthia:

Pursuant to the Wiregrass Ranch DRI #260 adopted Development Order Conditions 5.c.2, please accept this as official notice of the Master Developer's intent to utilize the Land Use Equivalency Matrix. Specifically, Locust Branch, LLC, is proposing to exchange 65 single family units in Phase 3 to 50 hospital beds (65 units x .78). The proposed exchange will therefore reduce Phase 3 single family units to 67 units (132-65) total.

As defined within Section 3.g of the adopted Development Order, a hospital use is a "limited exemption" use. Therefore, consistent with Section 4.a of the adopted Development Order we are also requesting the advancement of these 50 hospital beds from Phase 3 to Phase 1A of the DRI.

Consistent with Development Order Condition 5.c.(1)(g), the attached trip generation calculations includes the information necessary to demonstrate this exchange does not result in a deviation greater than 2.5% in either the entering or exiting trip generation.

By copy of this letter, the developer is hereby notifying the Florida Department of Economic Opportunity (DEO) and the Tampa Bay Regional Planning Council (TBRPC) of the proposed exchange for their information as required by the adopted Development Order.

We trust that you will find our request consistent with both the adopted Development Order conditions and the Land Use Exchange Matrix (Exhibit F); however, should you have any questions, please do not hesitate to call either Bill Merrill at 941-366-8100 or myself at 813-880-8881. As you know, these entitlements are specifically to support an Economic Development Project and your expeditious processing of our request would be appreciated. Please let us know when this request will be added to the DRC agenda and is to be heard

4921 Memorial Highway
One Memorial Center
Suite 300
Tampa, Florida 33634
phone 813.880.8881
fax 813.880.8882
Pasco 727.846.0904

www.kingengineering.com

consistent with Development Order Condition 5.c. Upon your approval, we will report the stated exchange within the next biennial report.

Sincerely,

Scott D. Sheridan, RLA
Sr. Vice President

SDS/arb/mlf

Enclosure

cc: Chris Wiglesworth, DEO
John Meyer, TBRPC
Dawn Sutton, Pasco County
J.D. Porter, Wiregrass Ranch, Inc.
David Evans, Locust Branch LLC
William Merrill, Esq., Icard Merrill et al.
File: 3778-001-000

WIREGRASS RANCH DRI
LAND USE EXCHANGE TRIP GENERATION CALCULATIONS

4/6/2012

A land use exchange of 65 Single Family units to 50 Hospital beds is proposed consistent with exchange rate approved in the Land Use Exchange Matrix dated 07/16/2010 from the adopted Development Order.

The proposed exchange exceeds the 10% maximum of the approved hospital bed entitlements. The below calculation provides the percentage deviation in the total entering and exiting trips from the approved trips for the PM peak hour as required by Section 5.c(1)(g) of the adopted DO.

Table 1

Land-Use	Intensity	PM Peak Hour Trips		
		Total	In	Out
Single-Family	65 du	66	42	24
Hospital	50 beds	65	23	42
Net Change in Trips			**19**	**-18**

Phase- 3 approved trip generation	7970	7634
Percentage change in trips	**0.24%**	**-0.24%**

Note: Trip generation for the above uses are based on the approved trip generation rates provided in the Land Use Exchange Matrix dated 07/16/2010 from the DRI's adopted Development Order.

As indicated in Table 1 above, the proposed exchange does not result in a deviation greater than 2.5% in either the total entering or total exiting approved trip generation and therefore meets the requirements of Development Order condition 5.c(1)(g)

260

PASCO COUNTY, FLORIDA

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

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

CERTIFIED MAIL NO. 7005 3110 0000 9349 3759
RETURN RECEIPT REQUESTED

September 22, 2010

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

RE: Wiregrass Ranch Development of Regional Impact (#260)
Development Order Amendment

Dear Mr. Meyer:

Enclosed, please find an original executed Wiregrass Ranch Development of Regional Impact #260, Development Order Amendment (Resolution No. 10-399), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025, Florida Administrative Code. This amended, consolidated, and restated development order was approved by the Board of County Commissioners on September 21, 2010.

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

Sincerely,

Cynthia D. Spidell

Cynthia D. Spidell, MBA
Senior Planner & DRI Coordinator

Enclosure

THE BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 10-399

A RESOLUTION AMENDING RESOLUTION NO. 07-291, AS AMENDED, FOR WIREGRASS RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 260, TO RECOGNIZE THE COMPREHENSIVE PLAN FUTURE LAND USE MAP CLASSIFICATIONS CHANGE FOR THE PROPERTY FROM MU (MIXED-USE), RES-3 (RESIDENTIAL - 3 DU/GA) AND CON (CONSERVATION LANDS) TO PD (PLANNED DEVELOPMENT) AND CON (CONSERVATION LANDS).

WHEREAS, on December 27, 2004, in accordance with Section 380.06, Florida Statutes, as amended, Wiregrass Ranch, Inc. (Original Applicant/Owner) et. al. filed an Application for Development Approval (ADA) and five (5) Responses to Request for Additional Information for a Development of Regional Impact (DRI) known as Wiregrass Ranch DRI (Project); and,

WHEREAS, on July 17, 2007, in accordance with Section 380.06, Florida Statutes, the Pasco County Board of County Commissioners adopted Resolution 07-291 approving a development order for the Project (Original DO); and,

WHEREAS, on September 14, 2007, the State of Florida Department of Community Affairs (DCA) appealed Resolution No. 07-291 (Appeal); and,

WHEREAS, the primary basis for the Appeal was the lack of requirements in the Original DO for the identification of the Phase 2 and 3 proportionate share transportation mitigation for the Project; and,

WHEREAS, Pasco County and the Original Applicant/Owner disputed the allegations set forth in the Petition for Appeal; however, Pasco County and the Original Applicant/Owner agreed to enter into an agreement with the DCA pursuant Section 380.032(3), Florida Statutes to amicably resolve the concerns raised by the DCA in the Petition for Appeal; and,

WHEREAS, on September 25, 2007, the Board of County Commissioners approved the Section 380.032 (3) agreement with the DCA (DCA Agreement), which required the Board of County Commissioners to amend the Original DO, and specifically Note 1 to Exhibit I, to add additional

requirements relating to the identification of the Phase 2 and 3 proportionate share mitigation, as more specifically set for the in the DCA Agreement (DO Amendment); and,

WHEREAS, the DCA Agreement also required the DCA to dismiss with prejudice the Petition for Appeal within five (5) days of Pasco County rendering the DO Amendment, and waived any appeal of the DO Amendment, provided the DO Amendment complied with the DCA Agreement; and such appeal was formally dismissed by the State of Florida Land and Water Adjudicatory Commission; and,

WHEREAS, the DCA Agreement also acknowledged that the DO Amendment did not require a Notice of Proposed Change (NOPC) or any additional regional review; and,

WHEREAS, the Board of County Commissioners found that the utilization of the Phase 2 and 3 proportionate share for facility or mobility improvements that benefit the Strategic Intermodal System, and specifically I-75 from the I-75/I-275 apex north to S.R. 52 or S.R. 54/56 east of U.S. 41, is (a) in the best interest of the citizens and businesses of Pasco County, the State of Florida, and the Wiregrass Ranch DRI, (b) consistent with the priorities established by Section 339.61(2), Florida Statutes, and (c) consistent with Pasco County's Comprehensive Plan financial feasibility requirements pursuant to Section 163.3177, Florida Statutes; and,

WHEREAS, on October 9, 2007, the Board of County Commissioners adopted the DO Amendment (Resolution No. 08-06), which amended the Original DO consistent with the DCA Agreement in order to settle the Appeal; and,

WHEREAS, on September 7, 2010, the Board of County Commissions adopted an amended, consolidated, and restated development order (Amended and Restated DO); and

WHEREAS, on June 18, 2010, in accordance with Section 380.06(19), Florida Statutes, as amended, Locust Branch LLC (Developer) filed a second NOPC to the ADA, for the Project (NOPC No. 2) to modify Subsection 1.e. of the Amended and Restated DO to reflect the changes in the Comprehensive Plan Future Land Use Classifications from MU (Mixed-Use), RES-3 (Residential - 3 du/ga) and CON (Conservation Lands) to PD (Planned Development) and CON (Conservation Lands) and to modify Subsection 5.b(4)(a) of the DO to recognize the underlying Future Land Use

classification change from MU (Mixed-Use) to PD (Planned Development) (Proposed Changes). NOPC No. 2, collectively with the ADA, as amended, are referred to herein as the application (Application); and,

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

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

WHEREAS, the Pasco County Board of County Commissioners held duly noticed hearings on the NOPC, and reviewed the NOPC as well as all related testimony and evidence submitted by each party and members of the general public; and

WHEREAS, the Pasco County Board of County Commissioners wishes at this time to amend the Amended and Restated DO in accordance with the Proposed Changes; and

WHEREAS, the Amended and Restated DO as amended by this amendment shall be referred to as the "Development Order" or "DO.".

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County, Florida, in regular session duly assembled that the NOPC No. 2 for the Wiregrass Ranch DRI is approved with conditions, as set forth in the following DRI development order amendment:

WIREGRASS RANCH DEVELOPMENT ORDER AMENDMENT

1. Introduction.

   This Resolution shall constitute and amendment to the DO as previously amended.

2. General Findings of Fact

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

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

   b. The NOPC No. 2 application is incorporated into this DO by reference as Exhibit A.

c. The nature, type, scope, intensity, costs, and general impact of the Project, as revised, are summarized in the NOPC No. 2 application and the Tampa Bay Regional Planning Council (TBRPC) NOPC Report, which collectively are incorporated into this DO by reference as Exhibit B.

d. A description of the real property (Property) is attached hereto as Exhibit C which is made part of this DO.

e. Concurrently with this DO Amendment; the Applicant has filed an amendment to the Comprehensive Plan to amend the Future Land Use Classifications from MU (Mixed-Use), RES-3 (Residential - 3 du/ga) and CON (Conservation Lands) to PD (Planned Development. The proposed development is consistent with the applicable provisions of the PD (Planned Development), and other applicable Goals, Objectives, and Policies of the Comprehensive Plan.

f. An application to rezone the Project to MPUD Master Planned Unit Development is on file with the County.

g. On September 1, 2010, the TBRPC notified the County that the TBRPC had prepared its NOPC Report, and the NOPC Report was adopted at the September 13, 2010 TBRPC meeting.

h. The Board of County Commissioners scheduled and held a public hearing on the NOPC application on September 21, 2010.

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

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

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

l. The Board of County Commissioners has received and considered the TBRPC NOPC Report on the NOPC application.

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

n. The Developer, Locust Branch, LLC, is the Applicant and the Developer of Record (sometimes referred to as either the "Master Developer" or "Developer of Record" or "Developer").

o. The DO is a valid final development order within the provisions of Section 163.3167(8), Florida Statutes, affecting the Property.

3. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

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

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

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

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

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

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

g. Pursuant to Chapter 380.06(19)(e), Florida Statutes, the Proposed Changes are presumed to be a substantial deviation; however, it is the opinion of the County, TBRPC, and other participating agencies that the Applicant has provided clear and convincing evidence to rebut the presumption of a substantial deviation and that no unmitigated regional impacts shall result. The

Proposed Changes, therefore, do not constitute a substantial deviation, pursuant to Chapter 380.06(19)(c), Florida Statutes.

4. Specific Conditions

a. Having made the above Findings of Fact and drawn the above Conclusions of Law:

(1) Section 1.e of the Wiregrass Ranch DRI Amended and Restated DO is hereby revised and replaced with the following:

> The current Pasco County Comprehensive Plan (Comprehensive Plan) Future Land Use Map classifications for the Property are ~~MU (Mixed-Use), RES-3 (Residential - 3 du/ga)~~ **PD (Planned Development)** and CON (Conservation Lands). The proposed development is consistent with the applicable provisions of the ~~MU (Mixed-Use), RES-3 (Residential - 3 du/ga)~~ **PD (Planned Development)** and CON (Conservation Lands), and other applicable Goals, Objectives, and Policies of the Comprehensive Plan.

(2) Section 5.b(4)(a) of the Wiregrass Ranch DRI Amended and Restated DO is hereby replaced with the following:

> Parcel M18, which is denoted on Map H (Exhibit G) as a mixed use site, may also be utilized for any office use entitlements or mixed use entitlements, as well as for schools, colleges, churches, library, hospital, research, warehouse/distribution or similar uses if authorized by the ~~MU (Mixed Use)~~ **PD (Planned Development)** future land use classification and the MPUD Master Planned Unit Development zoning for the Project, without any required amendment to this DO.

5. Effective Date

The DO for the Project shall not be effective until the Florida Department of Community Affairs (FDCA) has issued its Notice of Intent and the appeal period has passed for the Comprehensive Plan Amendment associated with this NOPC application.

6. Procedures

(1) Notice of Adoption

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

(b) The Clerk of the Board of County Commissioners shall return four (4) signed originals of this DO and one (1) signed original Notice of Adoption to the Pasco County Planning & Growth Management Department. The Pasco County Planning & Growth Management Department shall then send copies of each document to the DCA, TBRPC, and to attorneys of record in these proceedings.

(c) The DO shall be deemed rendered upon transmittal of copies to all recipients identified in Chapter 380.06, Florida Statutes.

(2) Severability.

Each provision of this DO is material to the Board of County Commissioners approval of this DO. Accordingly, the provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of the resolution shall be suspended until such time that the Board of County Commissioners modifies the DO to address the illegal or invalid provision; provided, however, that such suspension shall not exceed nine (9) months in duration and such determination shall not affect the validity of 1) Limited exemption entitlements or DRI entitlements for which a complete application has been submitted, or approval has been received, for a preliminary plan, preliminary site plan, plat, construction plan, Building Permit, or CO;

or 2) any DRI mitigation committed to or performed as of the date the determination is made. Notwithstanding the foregoing, the resolution shall not be suspended if the Applicant/Developer and all affected successors or assigns agree to abide by all of the provisions of the resolution until an NOPC is adopted to modify the DO in order to address the illegal or invalid provision. NOPCs to the DO shall not be considered challenges to the DO, and decisions by the Board of County Commissioners regarding any NOPC or the like shall not have the effect of suspending the DO under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of this resolution and the challenged portion of the resolution is subsequently declared illegal or invalid, the resolution shall not be suspended and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third party challenge, the Applicant/Developer shall cooperate with the County to amend this resolution to address the portion which has been declared invalid or illegal.

DONE AND RESOLVED this 21st day of September, 2010.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

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

PAT MULIERI ED.D., CHAIRMAN

APPROVED
SEP 2 1 2010
BOCC

EXHIBITS

A. NOPC No. 2 Application*

B. TBRPC NOPC No. 2 Report

C. Legal Description

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

WIREGRASS RANCH DRI NO. 260

EXHIBIT A

NOPC NO. 2 APPLICATION

***INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND GROWTH MANAGEMENT DEPARTMENT**

WIREGRASS RANCH DRI NO. 260

EXHIBIT B

TBRPC NOPC REPORT

Tampa Bay Regional Planning Council

Chair
Commissioner Jack Mariano

Vice-Chair
Jill Collins

Secretary/Treasurer
Commissioner Larry Bustle

Executive Director
Manny Pumariega

September 1, 2010

Mr. David Evans
Locust Branch, LLC
Post Office Box 1531
Tampa, FL 33601

Subject: ***DRI #260 - Wiregrass Ranch/FLU Amendment, Notice of Proposed Change, Pasco County***

Dear Mr. Evans:

The staff of the Tampa Bay Regional Planning Council has completed our review of the above-referenced NOPC application submitted in accordance with Section 380.06(19), F.S. Enclosed is a copy of the draft *Wiregrass Ranch/FLU Amendment NOPC Report*. This Report will appear on the Agenda for the September 13, 2010 Council meeting.

No final comments or recommendation were received from any of the review agencies identified below.

If you should have any questions about the Report, please do not hesitate to contact me at extension 29.

Sincerely,

John M. Meyer
DRI Coordinator

cc: Scott Sheridan, King Engineering
William Merrill, Icard Merrill, P.A.
Cynthia Spidell, Pasco County Growth Management
Dan Santos, Florida Department of Transportation
Bernard Piawah, Florida Department of Community Affairs

4000 Gateway Centre Boulevard, Suite 100 · Pinellas Park, FL 33782
Phone: 727-570-5151 · Fax: 727-570-5118 · www.tbrpc.org

Tampa Bay Regional Planning Council

NOPC

Notice of Proposed Change Report

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

DRI #260 - WIREGRASS RANCH
PASCO COUNTY

On June 18, 2010, the Applicant submitted a Notice of Proposed Change application (dated the same) requesting modifications to the Development Order. Supplemental information was received on August 27, 2010 (dated the same) and January 20, 2010 (dated January 13, 2010). The following provides a summary of project entitlements and history, a description of the proposal, and the Council recommendation.

PROJECT DESCRIPTION

On August 3, 2007, the Pasco County Board of County Commissioners rendered to the Tampa Bay Regional Planning Council (TBRPC) Resolution No. 08-06, a Development Order adopted on July 17, 2007. The Development Order granted specific approval for the first three (of four) project phases to Wiregrass Ranch, Inc. Specific approval of Phase 4 is contingent upon further transportation and air quality analyses. The mixed-use project is situated on 5,100-acres in south-central Pasco County, east of the Seven Oaks DRI and S.R. 581, south of S.R. 54, southwest of the New River DRI, west of the Wesley Chapel DRI and north of the Meadow Pointe DRI. The Development Order currently expires on December 31, 2020.

The project has was amended once, on October 9, 2007 (Resolution No. 07-291), to resolve an appeal by the Florida Department of Community Affairs, whereby Exhibit I was amended to clarify the Phases 2 and 3 proportionate share mitigation requirements.

On March 8, 2010, the Tampa Bay Regional Planning Council approved a concurrent Notice of Proposed Change (NOPC) Report which remains pending for the Wiregrass Ranch DRI. The requested modifications associated with that application were:

- change the Developer of Record to "Locust Branch, LLC;
- modify the Land Use Equivalency Matrix to potentially allow the introduction of Industrial uses and to modify the extent of flexibility of approved uses from 10% "per phase" to 10% of the "total specifically approved entitlements";
- modify the Master Development Plan (Map H) to reflect: an exchange of locations (and associated project entitlements) between Parcels O3 and M13; redesignate Parcel "V4" as Parcel "M18" (to allow mixed uses); add 50± acres of Parcel "S3" to Parcel "O3" (to allow Office development); increase the size of the Town Center (Parcel "M7") to 138± acres and Parcel M15 by 10± acres; reduce the size of Parcel S4 by 148± acres; establish a Parcel "S3A"; designate 80 acres of Parcel S5 as a County Park; convert approximately 220 acres of Parcel "S5" to new Parcels "M17" and "M19"; slightly amend the boundaries for Parcel C-8; designate approximately 21± acres of former Parcel M4A as County Park; depict the proposed realignment

of Bruce B. Downs Blvd.; and rename "Porter Boulevard" to "Wiregrass Ranch Boulevard";

- modify Exhibit E/Map H-3/"Land Use Schedule" (i.e. contains project acreages and designates parcel development by phase) to reflect changes in Parcel acreages and entitlement allocations reflected above and to "be consistent with the Development Order";
- modify Exhibit I (entitled "Wiregrass DRI Transportation Mitigation Terms and Conditions") to: reflect renaming of "Porter Boulevard" as "Wiregrass Ranch Boulevard"; extend the due dates associated with the required "Letters of Credit"; increase the Phase 1 proportionate share credit for the hospital and medical office employment center uses; allocate entitlements attributable to each pipeline improvement and the subphasing of improvements 6 and 7; and update the proportionate share costs to reflect July 2009 FDOT cost indexes; and add "the Pasco County 2 year extension to construction start dates and financial assurance column; and
- modify the Land Use Table to: correct a scriveners error to: recognize that 1,000 (not 400) of the Phase 1 and 1,500 (not 600) of the Phase 2 Single-Family Residential units will be housing units for the elderly, consistent with the transportation analysis and Map H-3; and to establish 90,000 sq. ft. of Medical Office as a subset of their approved 400,000 sq. ft. of General Office uses approved for Phase 1;
- modify numerous tables within Exhibit H to reflect the use of June 2009 FDOT cost indexes;
- extend the buildout dates associated with Phases 1 - 3 (to December 31, 2019) and the Development Order expiration date (to December 31, 2023), each by a period of three years;
- recognize the conversions of: 34 Single-Family residential units (from Phase 3) for 9,180 sq. ft. of Medical Office to be advanced to Phase 1; and 84 Single-Family residential units (from Phase 3) to 707-student Community College campus to be advanced to Phase 1;

The following constitutes the proposed/revised phasing schedule that shall be recognized if and when the pending application is approved:

LAND USE		PHASE 1 (2019)	PHASE 2 (2019)	PHASE 3 (2019)	PHASE 4[3] (2023)	TOTAL[3]
RESIDENTIAL	#	6,000	5,126	382[2]	1,000	12,908[2]
	(Single-Family)	(4,000)[1]	(4,000)[1]	(382)[2]	(0)	(8,382)[2]
	(Multi-Family)	(2,000)	(1,526)	(0)	(1,000)	(4,526)
RETAIL	Sq. Ft.	1,580,800	800,000	340,000	460,000	3,180,800
OFFICE	Sq. Ft.	310,000	599,080	400,000	875,000	2,184,080
MEDICAL OFFICE	Sq. Ft.	99,180[2]	0	0	0	99,180[2]
HOTEL	Rooms	120	0	0	0	120
HOSPITAL	Beds	100	0	0	0	100
COMM. COLLEGE	Students	707[2]	0	0	0	707[2]
SCHOOLS/ELEMENTARY	#	1	1	1	1	4

1. Single-Family residential entitlements are inclusive of 1,000 "elderly housing units" within Phase 1 and 1,500 within Phase 2.
2. Reflected entitlements are inclusive of a Land Use Equivalency Matrix conversion requests included in the October 30, 2009 NOPC responses. The conversions cumulatively requested conversions of 118 Single-Family units (from Phase 3) for 9,180 sq. ft. of Medical Office and a 707-Student Community College campus, each to be advanced to Phase 1.
3. Specific approval of Phase 4 is contingent upon further transportation and air quality analyses.

PROPOSED CHANGES UNDER THIS NOPC

The Applicant has requested modifications to two Development Order conditions/stipulations for consistency with the proposed Wiregrass Ranch Comprehensive Plan Amendment. The specific modifications are identified under Discussion item #1, below.

CONSISTENCY WITH SUBSECTION 380.06(19), FLORIDA STATUTES

Although the applicability of all Statutory references can not be determined due to the lack of alignment specification and corresponding changes to land use density/intensity, it is likely that Subsections 380.06(19)(e)2.b.-e. & 380.06(19)(e)2.i.] would/could apply to this proposal in addition to Subsection 380.06(19)(e)3, F.S. These citations read as follows, respectively:

> "*changes to a setback that do not affect noise buffers, environmental protection or mitigation areas, or archaeological or historical resources*" is not a Substantial Deviation.
>
> "*changes to minimum lot sizes*" is not a Substantial Deviation.
>
> "*changes in the configuration of internal roads that do not affect external access points*" is not a Substantial Deviation. However, by contrast, any modification(s) to and/or addition(s) of external access point(s) would be presumed to create a Substantial Deviation.
>
> "*changes to the building design or orientation that stay approximately within the approved area designated for such building and parking lot...*" is not a Substantial Deviation.
>
> "*Any renovation or redevelopment within a previously approved development of regional impact which does not change land use or increase density or intensity of use*" is not a Substantial Deviation. However, by contrast and as stated in the application, land use density/intensity changes are likely to result from the proposed realignment.
>
> *"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 (c) 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. As presented in strikethrough and underline format, the following constitutes the specific Development Order amendatory language being proposed for Stipulation 1.d. (Page 2/General Findings of Fact) and Condition 5.b.2.b. (Page 7), respectively:

"The current Pasco County Comprehensive Plan Future Land Use Map classifications for the property are Mixed-Use, Conservation and Residential-3. Simultaneously with adoption of this revised DO, the Board of County Commissioners has adopted a Comprehensive Plan Amendment, amending the Future Land Use Map classification for the Property from Mixed-Use (MU), Conservation (CON) and Residential-3 (Res-3) to ~~MU, Res-3~~ Planned Development (PD) and Conservation Lands (CON) and has adopted revised Subarea policies to provide guiding principles and standards for development of the site. The proposed development is consistent with the applicable provisions of the foregoing classifications and other applicable Goals, Objectives and Policies of the Comprehensive Plan."

"Parcels O1 and O3 consisting of 108 and 82 acres respectively and designated 'Office' on Map H-3, Land Use Schedule dated 08/30/06, must be developed in accordance with the 'Corporate Business Park/Targeted Primary Businesses/Industrial Uses' categories portion of the Employment Center requirements of the County's adopted Comprehensive Plan and the Land Development Code (once adopted), unless comparable quantities of said development type is constructed on other DRI parcels, and approved by a 4/5 majority vote of the Pasco County Board of County Commissioners. In addition, Parcel V4, which is denoted on Map H (Exhibit G) as a potential public use site, may also be utilized by Applicant/Owner for any office use entitlements, or mixed use entitlements, as well as for schools, colleges, churches, library, hospital, research, warehouse/distribution or similar uses if authorized by the ~~Mixed Use~~ Plan Development Plan category, Wiregrass Ranch Subarea policies and MPUD zoning for the DRI, without any required amendment to this DO."

2. Following coordination with Pasco County and the Tampa Bay Area Transportation Authority (TBARTA), it was determined that the proposed realignment of the light rail corridor would allow light rail and other transit to be better integrated into and through the Wiregrass Ranch community. Once specific alignment is established, land use density and intensity could be focused along the light rail/transit corridor. (August 27, 2010 correspondence/Page 1/Response to TBRPC #1)

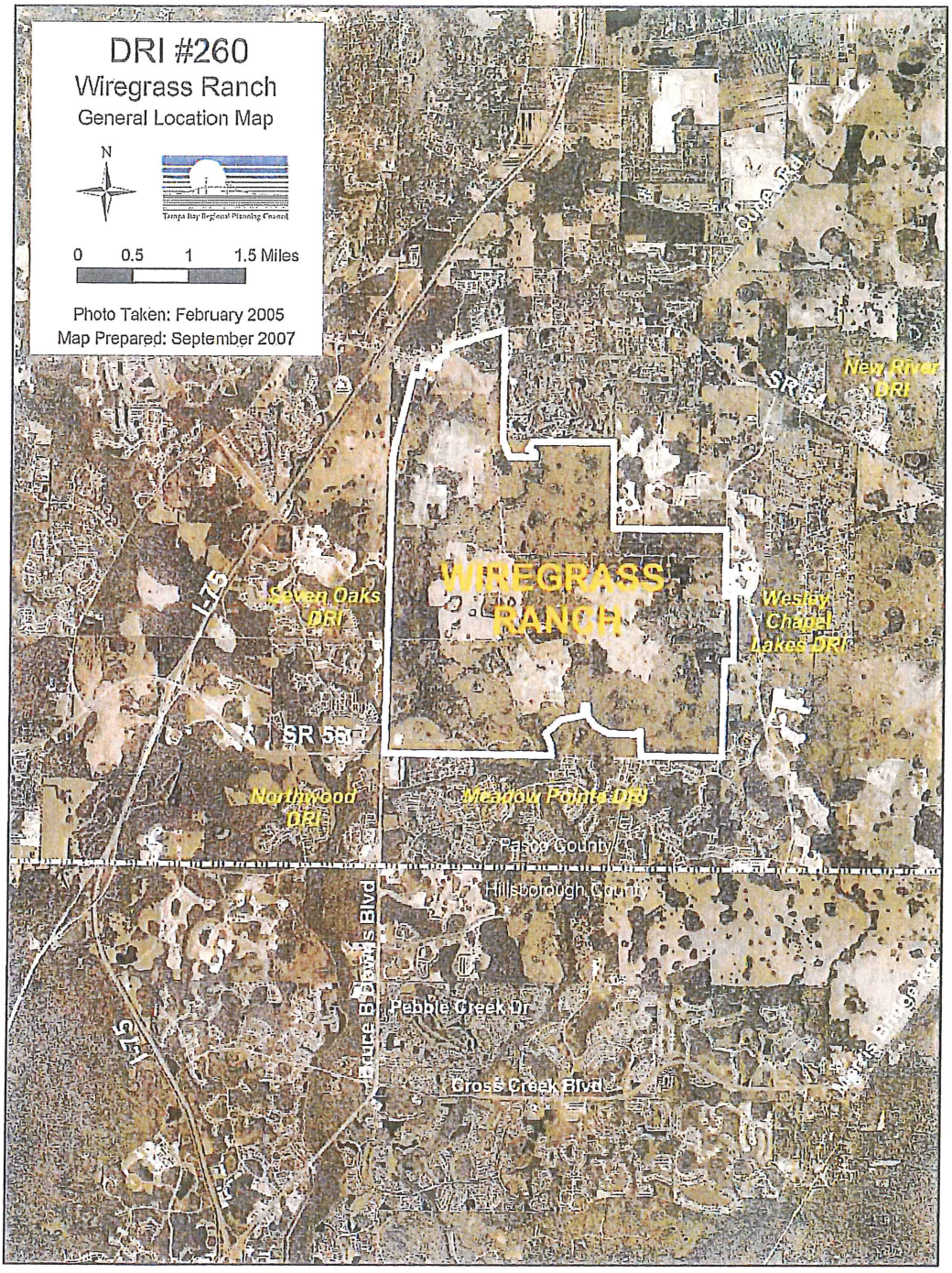
3. *The Wiregrass Developer understands that at such time in the future the proposed TBARTA light rail corridor has been established through Wiregrass Ranch and there is a need for a significant redistribution of land uses within the project to accommodate the TBARTA light rail line, a Notice of Proposed Change may be required to modify the Master Development Plan (Map H) and reassign the location of anticipated land uses.* (August 27, 2010 correspondence/Page 1/Response to TBRPC #1)

4. It is understood that this proposal has no affect on the overall entitlements approved for the project.

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 be expected upon inclusion of the recommendations/representations stated in the Discussion above within the amendatory language, as may be appropriate.

EXHIBIT 1
GENERAL LOCATION MAP



WIREGRASS RANCH DRI NO. 260

EXHIBIT C

LEGAL DESCRIPTION

II. LEGAL DESCRIPTION (of the entire Wiregrass Ranch DRI):

ALL THAT PORTION OF SECTIONS 7, 17, 18, 19, 20, 21, 22, 27, 28, 29 AND 30, ALL IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.00°29'59"W., ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1,530.52 FEET TO THE INTERSECTION OF SAID EASTERLY LINE OF SECTION 7 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (AS IT NOW EXISTS) FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.00°29'59"W., ALONG SAID EAST LINE OF SECTION 7, A DISTANCE OF 1,112.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 7; THENCE S.00°17'31"W., A DISTANCE OF 2,644.07 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE S.00°17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.89°54'52"W., A DISTANCE OF 122.50 FEET; THENCE S.32°00'57"E., A DISTANCE OF 901.62 FEET; THENCE N.89°54'52"E., A DISTANCE OF 1,235.69 FEET; THENCE N.01°21'00"W., A DISTANCE OF 34.15 FEET; THENCE N.58°17'36"E., A DISTANCE OF 18.29 FEET; THENCE N.10°07'36"E., A DISTANCE OF 47.77 FEET; THENCE N.15°01'14"W., A DISTANCE OF 37.26 FEET; THENCE N.00°16'25"W., A DISTANCE OF 34.10 FEET; THENCE N.28°14'49"W., A DISTANCE OF 48.81 FEET; THENCE N.35°23'51"W., A DISTANCE OF 35.73 FEET; THENCE N.42°01'17"W., A DISTANCE OF 74.66 FEET; THENCE S.53°29'29"W., A DISTANCE OF 3.88 FEET; THENCE N.67°22'47"W., A DISTANCE OF 56.94 FEET; THENCE N.66°07'39"W., A DISTANCE OF 43.71 FEET; THENCE N.61°50'08"W., A DISTANCE OF 36.84 FEET; THENCE N.84°10'42"W., A DISTANCE OF 46.39 FEET; THENCE S.66°03'28"W., A DISTANCE OF 43.33 FEET; THENCE S.70°44'48"W., A DISTANCE OF 50.36 FEET; THENCE N.28°06'22"W., A DISTANCE OF 18.09 FEET; THENCE N.26°14'40"E., A DISTANCE OF 55.86 FEET; THENCE N.46°01'59"E., A DISTANCE OF 51.53 FEET; THENCE N.07°56'04"W., A DISTANCE OF 51.58 FEET; THENCE N.88°45'05"E., A DISTANCE OF 27.00 FEET; THENCE N.49°32'44"E., A DISTANCE OF 37.70 FEET; THENCE N.24°21'42"E., A DISTANCE OF 40.47 FEET; THENCE N.70°30'07"E., A DISTANCE OF 30.27 FEET; THENCE N.66°14'45"E., A DISTANCE OF 33.96 FEET; THENCE N.41°18'54"E., A DISTANCE OF 43.25 FEET; THENCE N.81°19'08"E., A DISTANCE OF 29.73 FEET; THENCE S.76°54'12"E., A DISTANCE OF 43.86 FEET; THENCE N.27°45'10"E., A DISTANCE OF 52.04 FEET; THENCE N.18°00'53"W., A DISTANCE OF 45.22 FEET; THENCE N.25°30'52"W., A DISTANCE OF 22.26 FEET; THENCE N.84°40'35"E., A DISTANCE OF 60.61 FEET; THENCE N.11°10'34"E., A DISTANCE OF 16.14 FEET; THENCE N.81°20'00"W., A DISTANCE OF 73.87 FEET; THENCE N.27°24'42"W., A DISTANCE OF 30.32 FEET; THENCE N.27°24'42"W., A DISTANCE OF 19.26 FEET TO THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17, N.89°54'52"E., A DISTANCE OF 3,787.37 FEET TO THE SOUTHEAST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.00°09'55"W., ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 3,972.39 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 21, S.89°35'53"E., A DISTANCE OF 2,659.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 21, S.89°32'37"E., A DISTANCE OF 2,656.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S.00°01'39"E., ALONG THE EAST LINE OF SECTION 21 A DISTANCE OF 2,640.26 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 21; THENCE S.00°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 21 A DISTANCE OF 1,037.80 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.89°54'24"E., A DISTANCE OF 270.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.00°09'58"W., A DISTANCE OF 1,600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE S.00°16'42"W., A DISTANCE OF

815.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE N.89°54'24"W., A DISTANCE OF 270.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27, SAID POINT ALSO BEING ON THE EAST LINE OF SAID SECTION 28; THENCE S.00°16'42"W., ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 4,472.09 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE N.89°56'42"W., ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 2,652.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°34'44"W., A DISTANCE OF 1,172.72 FEET; THENCE LEAVING SAID LINE N.00°25'16"E., A DISTANCE OF 395.38 FEET TO A POINT OF CURVATURE; THENCE 506.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,940.00 FEET, DELTA 14°56'41", CHORD BEARING AND DISTANCE N.07°03'04"E., 504.59 FEET; THENCE N.89°34'44"W., A DISTANCE OF 1,421.64 FEET; THENCE N.75°14'58"W., A DISTANCE OF 737.43 FEET; THENCE N.43°32'32"W., A DISTANCE OF 1,001.00 FEET; THENCE N.02°23'47"E., A DISTANCE OF 35.94 FEET; THENCE N.02°23'47"E., A DISTANCE OF 536.40 FEET; THENCE N.86°22'56"W., A DISTANCE OF 120.03 FEET; THENCE S.02°23'47"W., A DISTANCE OF 538.96 FEET; THENCE S.75°15'08"W., A DISTANCE OF 1,105.62 FEET; THENCE S.41°40'57"W., A DISTANCE OF 878.18 FEET; THENCE S.48°19'03"E., A DISTANCE OF 283.03 FEET; THENCE S.20°01'02"E., A DISTANCE OF 408.18 FEET; THENCE S.00°06'28"W., A DISTANCE OF 330.06 FEET TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 29; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 29, N.89°58'04"W., A DISTANCE OF 2,518.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N.89°58'27"W., ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 2,675.07 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 30; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 30, N.89°58'40"W., A DISTANCE OF 2,602.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) (A 200' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. N.00°29'34"E., A DISTANCE OF 13,100.79 FEET TO A POINT OF CURVATURE; 2. THENCE 1,389.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 5,629.80 FEET, DELTA 14°08'19", CHORD BEARING AND DISTANCE N.07°33'44"E., 1,385.72 FEET; 3. THENCE N.14°37'52"E., A DISTANCE OF 3,183.89 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.75°21'08"E., A DISTANCE OF 353.01 FEET; THENCE N.14°37'03"E., A DISTANCE OF 201.80 FEET; THENCE N.75°23'12"W., A DISTANCE OF 292.99 FEET; THENCE S.14°38'06"W., A DISTANCE OF 10.00 FEET; THENCE N.75°16'55"W., A DISTANCE OF 59.94 FEET; THENCE N.14°41'33"E., A DISTANCE OF 55.90 FEET; THENCE S.75°22'18"E., A DISTANCE OF 81.92 FEET; THENCE S.66°23'33"E., A DISTANCE OF 38.47 FEET; THENCE S.75°21'54"E., A DISTANCE OF 177.94 FEET; THENCE N.55°20'58"E., A DISTANCE OF 30.59 FEET; THENCE N.14°38'33"E., A DISTANCE OF 296.41 FEET; THENCE S.75°21'37"E., A DISTANCE OF 791.07 FEET; THENCE N.14°37'57"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N71°41'15" E., A DISTANCE OF 207.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 310.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.71°41'15" E., A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.18°18'45" E., A DISTANCE OF 310.00 FEET; THENCE N.71°41'15" E., A DISTANCE OF 245.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (R/W VARIES); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. N.71°40'25"E., A DISTANCE OF 580.63 FEET; 2. THENCE N.71°43'50"E., A DISTANCE OF 187.70 FEET; 3. THENCE N.18°18'45"W., A DISTANCE OF 20.00 FEET; 4. THENCE N.71°41'08"E., A DISTANCE OF 1,301.84 FEET TO A POINT OF CURVATURE; 5. THENCE 637.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5,729.58 FEET, DELTA 06°22'41", CHORD BEARING AND DISTANCE S.74°54'21"E., 637.49 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 7 AND THE POINT OF BEGINNING.

CONTAINING 5,118.640 ACRES, MORE OR LESS

NOTICE OF ADOPTION OF THE DEVELOPMENT ORDER AMENDMENT FOR THE WIREGRASS RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 260

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No 10-399, dated September 21, 2010, has adopted a development order amendment (DO Amendment) for a Development of Regional Impact. The above-referenced DO Amendment constitutes a land development regulation applicable to the property described in Exhibit "C" of the DO Amendment.

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

The recording of this Notice shall not constitute a lien, cloud, or encumbrance on the real property described in the above-mentioned Exhibit C or actual constructive notice of any of the same under the authority of Section 380.06(15)(f), Florida Statutes.

DONE AND RESOLVED this 21st day of September, 2010.

(SEAL)

ATTEST:

PAULA S. O'NEIL, CLERK AND COMPTROLLER

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

PAT MULIERI, BOCC CHAIRMAN

APPROVED

SEP 21 2010

BOCC

#260

PASCO COUNTY, FLORIDA

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

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

CERTIFIED MAIL NO. 7005 3110 0000 9349 3698
RETURN RECEIPT REQUESTED

September 17, 2010

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

RE: Wiregrass Ranch Development of Regional Impact (#260)
Amended, Consolidated and Restated Development Order

Dear Mr. Meyer:

Enclosed, please find an original executed Wiregrass Ranch Development of Regional Impact #260, Amended, Consolidated and Restated Development Order (Resolution No. 10-376), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025, Florida Administrative Code. This amended, consolidated, and restated development order was approved by the Board of County Commissioners on September 7, 2010.

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

Sincerely,

Cynthia D. Spidell

Cynthia D. Spidell, MBA
Senior Planner & DRI Coordinator

Enclosure

THE BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 10-376

A RESOLUTION ADOPTING AN AMENDED, CONSOLIDATED, AND RESTATED DEVELOPMENT ORDER APPROVING, WITH CONDITIONS, THE WIREGRASS RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 260.

WHEREAS, on December 27, 2004, in accordance with Section 380.06, Florida Statutes, as amended, Wiregrass Ranch, Inc. (Original Applicant/Owner) et. al. filed an Application for Development Approval (ADA) and five (5) Responses to Request for Additional Information for a Development of Regional Impact (DRI) known as Wiregrass Ranch DRI (Project); and,

WHEREAS, on July 17, 2007, in accordance with Section 380.06, Florida Statutes, the Pasco County Board of County Commissioners adopted Resolution 07-291 approving a development order for the Project (Original DO); and,

WHEREAS, on September 14, 2007, the State of Florida Department of Community Affairs (DCA) appealed Resolution No. 07-291 (Appeal); and,

WHEREAS, the primary basis for the Appeal was the lack of requirements in the Original DO for the identification of the Phase 2 and 3 proportionate share transportation mitigation for the Project; and,

WHEREAS, Pasco County and the Original Applicant/Owner disputed the allegations set forth in the Petition for Appeal; however, Pasco County and the Original Applicant/Owner agreed to enter into an agreement with the DCA pursuant Section 380.032(3), Florida Statutes to amicably resolve the concerns raised by the DCA in the Petition for Appeal; and,

WHEREAS, on September 25, 2007, the Board of County Commissioners approved the Section 380.032 (3) agreement with the DCA (DCA Agreement), which required the Board of County Commissioners to amend the Original DO, and specifically Note 1 to Exhibit I, to add additional requirements relating to the identification of the Phase 2 and 3 proportionate share mitigation, as more specifically set for the in the DCA Agreement (DO Amendment); and,

WHEREAS, the DCA Agreement also required the DCA to dismiss with prejudice the Petition for Appeal within five (5) days of Pasco County rendering the DO Amendment, and waived any appeal of the DO Amendment, provided the DO Amendment complied with the DCA Agreement; and such appeal was formally dismissed by the State of Florida Land and Water Adjudicatory Commission; and,

WHEREAS, the DCA Agreement also acknowledged that the DO Amendment did not require a Notice of Proposed Change (NOPC) or any additional regional review; and,

WHEREAS, the Board of County Commissioners found that the utilization of the Phase 2 and 3 proportionate share for facility or mobility improvements that benefit the Strategic Intermodal System, and specifically I-75 from the I-75/I-275 apex north to S.R. 52 or S.R. 54/56 east of U.S. 41, is (a) in the best interest of the citizens and businesses of Pasco County, the State of Florida, and the Wiregrass Ranch DRI, (b) consistent with the priorities established by Section 339.61(2), Florida Statutes, and (c) consistent with Pasco County's Comprehensive Plan financial feasibility requirements pursuant to Section 163.3177, Florida Statutes; and,

WHEREAS, on October 9, 2007, the Board of County Commissioners adopted the DO Amendment (Resolution No. 08-06), which amended the Original DO consistent with the DCA Agreement in order to settle the Appeal; and,

WHEREAS, on May 5, 2009, in accordance with Section 380.06(19), Florida Statutes, as amended, Locust Branch LLC (Developer) filed a NOPC to the previous ADA for the Project. The NOPC, collectively with the ADA, are referred to herein as the application (Application); and,

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

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

WHEREAS, the NOPC requested the following: 1) change the Applicant and Developer of Record to Locust Branch, LLC; 2) modify the Land Use Equivalency Matrix (LUEM) attached hereto

and incorporated herein as Exhibit F to a) update the LUEM to reflect allowable conversions consistent with the revised land use table, b) allow the introduction of light industrial uses through a land use exchange, c) revise the cap on conversions of approved uses from 10% per phase to 10% of the total specifically approved entitlements, and d) add a maximum/minimum table to the LUEM; 3) amend the requirements for land use conversions; 4) change name of Porter Boulevard to Wiregrass Ranch Boulevard; 5) modify the Master Development Plan (Map H) to reflect: a) an exchange of locations and associated Project entitlements between Parcels O3 and M13; b) re-designation of Parcel V4 as Parcel M18 to allow mixed uses; c) addition of 50± acres of Parcel S3 to Parcel O3 to allow Office development; d) increase in the size of the Town Center (Parcel M7) to 138 acres and Parcel M15 by 10± acres; e) reduction in the size of Parcel S4 by 148± acres; 6) modify Exhibit E/Map H-3 (Land Use Schedule) to reflect the changes in Parcel acreages and conceptual entitlement allocations; 7) modify Exhibit I, the Wiregrass DRI Transportation Mitigation Terms and Conditions, to: a) reflect the renaming of Porter Boulevard to Wiregrass Ranch Boulevard; b) extend the due dates associated with the required performance guarantees; c) increase the Phase 1 proportionate share credit to reflect the hospital, medical office and hotel, employment center uses and community college limited exemption use; d) allocate entitlements attributable to each pipeline improvement; e) update the proportionate share mitigation dollar amount of phases 1-3 to reflect the Florida Department of Transportation July 2009 cost index and update Exhibit H, Proportionate Share Calculations as applicable; 8) modify the Land use Table to a) correct a scriveners error to recognize that 1,000 not (400) of the Phase 1 and 1,500 (not 600) of the Phase 2 single-family residential units will be retirement housing; and b) to establish 99,180 sq. ft. of Medical Office as a subset of the approved 400,000 square feet of the Office uses approved for Phase 1 (which included 90,000 square feet assumed in the traffic study plus 9,180 square feet which corresponds to a reduction in 34 single-family residential units from Phase 3); 9) extend the build-out dates associated with Phases 1-3 to by three (3) years from December 31, 2016 to December 31, 2019 and the development order expiration date by three (3) years from December 31, 2020 to December 31, 2023; and 10) recognize the

conversion of 84 single-family residential units from Phase 3 to a 707-student Community College campus advanced to Phase 1 (Proposed Changes).

WHEREAS, subsequent to the Developer's DRI declaration of sufficiency on January 20, 2010, the Developer and/or the County requested the following additional changes to the Proposed Changes: 1) amend the development order to correct various scrivener's errors and to provide for internal consistency within the development order; 2) revise the required annual reporting requirement to biennial; 3) define and explain the term "Limited Exemption" uses within the project; 4) revise the assignment of DRI entitlements requirements and add an Exhibit Q which lists vested assignments for DRI entitlements; 5) provide sub-phases for Phase 1 consistent with the revised Exhibit I; 6) modify the GPS control point due date; 7) acknowledge submittal and approval of the EMP and GSMP; 8) amend the deadline for approval of the Development Agreement; 9) modify the requirements for the Community and District Parks; 10) Revise the Master Development Plan (Map H) to reflect: a) an exchange of locations and associated conceptual entitlements on Exhibit E (Map H-3) between Parcel O3, M13, and a portion of S5; b) creation of Parcel M20 along S.R. 56; c) a decrease in Parcel S-5 by 118 acres d) an increase in Parcel O3 by 36 acres; e) addition of 50+ acres of Parcel S3 to Parcel M8 to allow mixed use; 11) a) provide for Attractions and Recreation Facilities (ARF) as a new land use in the LUEM; convert and advance 837 SFD units from Phase 2 to 300,000 square feet of ARF in Phase 1A; b) convert and advance 250 SFD units from Phase 3 to 360 hotel rooms in Phase 1A; c) convert and advance 250,000 square feet of office in Phase 3 to 100,000 square feet of medical office in Phase 1A; 12) further clarify land use exchange provisions and entitlement advancement provisions; 13) correct scrivener's error to reflect the 18-hole golf course in Table 1; and 14) provide a revised severability clause (the Proposed Changes in addition to and as modified by the foregoing additional changes shall be referred to as the Revised Proposed Changes); and

WHEREAS, all date extensions granted herein are inclusive of, and not in addition to, any extensions for which the Project may be eligible pursuant to Resolution 09-269, Ordinance No. 08-47 and Chapter 2009-96, Laws of Florida; and,

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

WHEREAS, the Board of County Commissioners has approved the NOPC as modified by the Revised Proposed Changes on September 7, 2010, and hereby adopts this DO for the Project, which shall replace and supersede the Original DO and the DO Amendment in their entirety.

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

The NOPC for the Project is approved with conditions, as set forth in this DO, which is hereby adopted by the Board of County Commissioners:

WIREGRASS RANCH DEVELOPMENT ORDER

1. General Findings of Fact

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

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

b. The Application is incorporated into this DO by reference as Exhibit A.

c. The nature, type, scope, intensity, costs, and general impact of the Project, as revised, are summarized in the Application, the Tampa Bay Regional Planning Council (TBRPC) DRI Final Report, and the TBRPC NOPC Report, which collectively are incorporated into this DO by reference as Exhibit B.

d. A description of the real property (Property) is attached hereto as Exhibit C which is made part of this DO.

e. The current Pasco County Comprehensive Plan (Comprehensive Plan) Future Land Use Map classifications for the Property are MU (Mixed-Use), RES-3 (Residential - 3 du/ga) and CON (Conservation Lands). The proposed development is consistent with the applicable provisions of the MU (Mixed-Use), RES-3 (Residential - 3 du/ga) and CON (Conservation Lands), and other applicable Goals, Objectives, and Policies of the Comprehensive Plan.

f. An application to rezone the Project to MPUD Master Planned Unit Development is on file with the County.

g. On March 8, 2010, the TBRPC notified the County that the TBRPC had prepared its NOPC Report and that the local government should act upon the pending application.

h. The Board of County Commissioners scheduled and held a public hearing on the NOPC application on September 7, 2010.

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

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

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

l. The Board of County Commissioners has received and considered the TBRPC NOPC Report on the NOPC application.

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

n. The Developer, Locust Branch, LLC, is the Applicant and the Developer of Record (sometimes referred to as either the "Master Developer" or "Developer of Record" or "Developer").

o. The DO is a valid final development order within the provisions of Section 163.3167(8), Florida Statutes, affecting the Property.

2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

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

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

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

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

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

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

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

3. Approval Stipulations

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

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 Developer or its Successors in Interest. 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 Developer, or its Successors in Interest if applicable, 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 (DA) hereinafter described, if required, shall be addressed in accordance with the provisions of the DA.

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

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

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

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

d. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction until December 31, 2023, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the DO have occurred; or that the DO was based on substantially inaccurate information provided by the Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this DO, the DA, the MPUD Master Planned Unit Development conditions, the

Comprehensive Plan, and the Land Development Code, shall not constitute downzoning, unit density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

e. As provided in Chapter 190, Florida Statutes, and subject to the Board of County Commissioners separate approval, Community Development District(s) (CDD) are hereby authorized to undertake the funding and construction of any of the projects, whether within or outside the boundaries of the CDD, that are identified within this DO. Further, any obligations of the Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association or other entity approved by the County. However, such CDD shall not be authorized to levee assessments on any property either owned or to be owned by the County or District School Board of Pasco County that are located within the boundary of the CDD. All applicable documents pertaining to the undertaking of funding and construction by the CDD shall reflect the following:

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

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

f. The Property is currently utilized for agricultural activities. It is understood that while the use will cease when the Project 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.

g. For the purposes of this Development Order, the terms "Limited Exemption" or "Limited Exemption Uses" shall include but not be limited to hospital, medical office, office, community college, hotel, light industrial, and/or entitlements developed in accordance with the County's standards for Traditional Neighborhood Development (TND) and Transit Oriented Design (TOD); provided these uses qualify as limited exemption uses under County Land Development Code Section

402.7 or are otherwise approved by the Board of County Commissioner or the County Administrator (Limited Exemption Use[s]). Subject to a separate Board of County Commissioner or County Administrator approval, any new Limited Exemption Use, not previously set forth on Exhibit I, may be granted a proportionate share credit and shall not require an amendment to this DO. The development of these Limited Exemption Uses are subject to the development standards contained within Section 5.b.(2)-(7), inclusive, of this DO.

4. Phasing and Duration

a. Phasing Schedule/Concurrency. Phases 1 through 3 of the DRI are specifically approved subject to requirements of this DO. Phase 4 of the DRI is conceptually approved. Specific approval of Phase 4 shall be granted upon submittal and approval of additional analyses of the project's impacts on Transportation and Air Quality, only, performed pursuant to the requirements of Section 380.06, Florida Statutes. Specific approval shall not be a reservation or guarantee of concurrency capacity for any public facility other than transportation and parks and recreation. For public transit, fire/EMS services, sheriff/public safety services, affordable housing and governmental administrative facilities, the County shall credit any land, facilities and any cash mitigation payments provided under this DO against future concurrency requirements. Any concurrency requirements for schools shall be determined by Exhibit N attached to this DO and applicable law. The reservation/guarantee of concurrency capacity for parks shall be through the build-out date of Phase 4 (December 31, 2023) subject to any extensions granted pursuant to Pasco County's Concurrency Management Ordinance and subject to compliance with the Recreation and Open Space conditions of the DO. The reservation/guarantee of concurrency capacity for transportation shall be through December 31, 2019 for Phases 1 through 3, subject to any extensions granted pursuant to Pasco County's Concurrency Management Ordinance after the effective date of this DO, and subject to compliance with the transportation conditions of this DO and any associated DA. Notwithstanding the entitlement limitations for each phase as set forth herein, the Developer may advance any specifically approved Office/Employment Center, Medical Office, Town Center, Hotel,

Hospital, Community College, ARF, or Light Industrial entitlements [see Specific condition 5.b.(2)] or other Limited Exemption entitlements under Section 402.7 of Pasco County's Concurrency Management Ordinance to an earlier phase without the requirement of a NOPC, MPUD amendment, or other amendment to this DO or the approved zoning for the Project. Any such advancement shall follow the requirements of Section 4.e and shall be reported to the County prior to, or concurrent with, such advancement, and then also shall be reported in the next biennial report for the DRI.

b. Effective Date and Duration

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

(2) The effective period of this DO shall be until December 31, 2023. 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), Florida Statutes.

(3) Development of the Project shall proceed in accordance with Map H attached hereto and incorporated herein as Exhibit G and the schedule indicated in Table 1 below:

Wiregrass Ranch DRI Land Use Table Table 1					
Land Use	Phase 1 – 2019	Phase 2– 2019	Phase 3 – 2019	Phase 4 – 2023	TOTAL
Residential. d.u. (Single family) (Multi family)	6,000 (4,000)* (2,000)	4,689 (3,163)** (1,526)	132 (132)	1,000 (1,000)	11,821 (7,295) (4,526)
Retail s.f.	1,580,800	800,000	340,000	460,000	3,180,800
Hotel rooms	480				480
Office s.f.	310,000	599,080	150,000	875,000	1,934,080
Medical Office s.f.	199,180				199,180
Hospital beds	100				100
Community College (f.t.e. students)	707 (f.t.e)				707 f.t.e.
Attractions & Recreation Facilities (ARF) s.f.	300,000				300,000
Golf Course	18 holes				18 holes
Elementary Schools	1	1	1	1	4

*Includes 1,000 Retirement Housing units
**Includes 1,500 Retirement Housing units

c. Commencement of Development. Commencement of development of the Project has commenced consistent with the Agreement between the DCA and the original Applicant, Owner and/or Developer dated October 8, 2004 (Exhibit O).

d. Build-Out of Project

(1) Unless extended by the Board of County Commissioners pursuant to the Concurrency Management Ordinance, the build-out date of the specifically approved portions of the Project shall be December 31, 2019.

(2) Any delay in the build-out date beyond December 31, 2019 may require a new transportation analysis, in accordance with applicable law as the basis for a DO amendment which may include re-evaluation of required transportation mitigation. The Administrator or Board of County Commissioners may waive any applicable transportation analysis requirement for any entitlements within the DRI that satisfy the Limited Exemption criteria of Section 402.7 of the County's Concurrency Management Ordinance; however, build-out extensions for such entitlements are still subject to applicable statutory requirements in Section 380.06(19), Florida Statutes, as amended from time to time.

e. Assignment of DRI Entitlements

(1) Because the DRI entitlements authorized in this DO are not assigned to specific development parcels, or portions thereof, within the Project, the Master Developer shall control the allocation, exchange, advancement and assignment of the phased entitlements to specific parcels, or portions thereof, within the Project, by written instrument executed by an authorized officer of Master Developer as described below. Upon submittal of any preliminary plan/preliminary site plan that utilizes land use entitlements within the Project, the preliminary plan/preliminary site plan applicant shall include with each such submittal to the County an original, executed "Assignment of Wiregrass DRI Entitlements" that:

i. specifically identifies the type and number of entitlements assigned, advanced or exchanged to the specific DRI parcel(s), or portions thereof, that is the subject of the permit application (i.e., 100,000 s.f. office use entitlements for Parcel O3);

ii. specifically states the DRI phase for which said entitlements are assigned, advanced or exchanged (i.e., Phase 1A, 1B, 1C, 1D, 2 or 3);

iii. is dated and executed by the Master Developer, witnessed by two witnesses, and notarized;

iv. includes an accurate metes and bounds legal description of the specific DRI parcel(s), or portions thereof, to which the entitlements have been assigned, advanced or exchanged; and,

v. is recorded in the public records of Pasco County, Florida.

(2) All such assignments, advancements and exchanges of entitlements shall be reported in the next biennial report for the DRI, and Exhibit E (Map H-3) of the DO shall be updated if applicable to reflect such assignment, advancement, or exchange of entitlements the next time the DO is otherwise amended. The allocation, assignment, advancement, exchange, or use of DRI entitlements and land uses shall be controlled by the Master Developer and shall be subject to the "Assignment of Wiregrass DRI Entitlements" requirements. For clarification, any and all reassignments, transfers or conveyances of DRI entitlements from a property particularly described in a previously recorded "Assignment of DRI Entitlements" to a lesser included property or a different property shall be treated as a new assignment and be subject to the "Assignment of DRI Entitlements" requirements and require the preliminary plan/preliminary site plan applicant to provide to the County a new original executed "Assignment of DRI Entitlements" including items (i) through (v), above, along with the following additional item: (vi) is dated and executed by the authorized assignor of such entitlements, witnessed by two witnesses, and notarized. No allocation, assignment, advancement, exchange or use of DRI entitlements or land uses shall be valid, effective, binding or authorized

unless approved by the Master Developer as required in this subsection. Only the Master Developer shall be authorized to amend Exhibit E (Map H-3), subject to the Land Use Exchange provisions in Section 5.c of this DO. All assignments are subject to compliance with the applicable zoning or MPUD Master Planned Unit Development Conditions of Approval and shall be consistent with the underlying Future Land Use classification.

(3) Exhibit Q lists the Assignment of Wiregrass DRI Entitlements that have been issued by the Applicant/Owner or Master Developer. The Assignment of Wiregrass DRI Entitlements issued on or before September 7, 2010 and listed in Exhibit Q shall be governed by the terms of Section 4.e as set forth in the Original DO as amended by the DO Amendment (Resolution 07-291 adopted on July 17, 2007, as amended by Resolution 08-06 adopted on October 9, 2007) (also set forth for convenience in Exhibit Q) in lieu of the terms of Section 4.e(1) and (2) above. Notwithstanding any provision to the contrary set forth in this DO or in any private agreement or assignment not listed in Exhibit Q, entitlements for use on the property described in each individual Assignment of Wiregrass DRI Entitlements listed in Exhibit Q shall be permitted by the County in the order in which development applications for such entitlements are submitted to the County, provided, however, that no entitlements shall be permitted by the County if such entitlements would cause the cumulative total of entitlements permitted by the County to exceed the total entitlements assigned in such Assignment. The named assignees of the listed Assignment of Wiregrass DRI Entitlements have acknowledged that this "first-come, first-served" method of allocating entitlements for use on the property described in each individual Assignment identified in Exhibit Q will result in the County denying site plans or building permits once the entitlements assigned in that individual Assignment of Wiregrass DRI Entitlements have been exceeded, even if the overall DRI has remaining entitlements that have not yet been used or assigned..

5. Specific Conditions

a. Development Components. The project consists of the land uses shown on Map H (Exhibit G) and described in Exhibit E (DRI Map H-3 Land Use Schedule). Land uses may be

exchanged in accordance with the Land use Equivalency Matrix attached hereto and incorporated herein as Exhibit F, subject to the restrictions set forth in Specific Condition 5.c.

b. Land Use Development:

(1) Retirement Housing:

(a) The following number of residential dwelling units, 1,000 d.u. in Phase 1 and 1,500 d.u. in Phase 2, shall be deed restricted, designated and developed as adult communities pursuant to the assumptions of the ADA and Section 760.29, Florida Statutes (Retirement Housing) unless otherwise approved under the Land Use Equivalency Matrix in Specific Condition 5.c. The Developer shall comply with all Federal and State statutes and County requirements in establishing these deed restricted communities.

(b) Because the submitted traffic analysis assumes certain quantities of retirement, age restricted, 55 and older, or 62 and older housing, prior to the approval of each plat for such product areas, or where platting is not required, prior to approval of each construction plan for such product areas, the Developer shall provide the County Attorney's office executed and recorded covenants or deed restrictions that restrict the said plat or construction plan for such product areas to housing for persons 55 and older or 62 and older, as applicable. If the Developer fails to timely provide the required covenants or deed restrictions, or fails to comply with such covenants or deed restrictions, or does not follow the Land Use Equivalency Matrix process pursuant to Specific Conditions 5.c., below, then the Developer for such product areas shall be required, in addition to any County remedies set forth in the County-approved covenants/deed restrictions, to submit a Notice of Proposed Change pursuant to Section 380.06(19), Florida Statutes, including an updated traffic study without any reduction in trip generation based on retirement, age restricted, 55 and older, or 62 and older housing; and additional approvals for said area(s) within the development shall be held in abeyance until the County approves an amendment to the DO based on the updated traffic study and determines the transportation mitigation for the revised development

plan. The County may impose additional conditions based on the updated County approved traffic analysis.

(2) Town Center/Employment Center:

(a) The Town Center in Parcel M7 of Map H shall be designed and constructed in accordance with the Town Center requirements of the Traditional Neighborhood Development (TND) ordinance including the required mixture of uses. A master plan consistent with the requirements of the TND ordinance shall be approved prior to any development within Parcel M7 of DRI Map H (see Exhibit G) or prior to final plat or construction plan approval of twenty five (25) percent of the specifically approved residential entitlements in the DRI.

(b) Parcels O1 and O3 consisting of 117 and 118 gross acres respectively designated "Office" on Map H-3, Land Use Schedule, must be developed in accordance with the "Corporate Business Park or Targeted Primary Businesses or Light Industrial Uses" categories portion of the Employment Center requirements of the County's adopted Comprehensive Plan and the Land Development Code (Section 522.8.D.1), unless comparable quantities of said development type is constructed on other DRI parcels, and approved by a 4/5 majority vote of the Pasco County Board of County Commissioners, or such other uses that may be approved by the Pasco County Board of County Commissioners. Notwithstanding the above requirements, Parcel O3 shall be allowed to be developed with support commercial uses developed between SR 56 and the proposed reverse frontage road required through Parcel O3. Such support commercial uses may include but shall not be limited to restaurants, banks, office supply stores, grocery stores, cafes, coffee shops, dry cleaners, day care facilities, electronics retailers, health clubs, gas stations, personal services, hotel or other similar retail uses. These support commercial uses shall only be considered Limited Exemption uses if qualified under Section 402.7 of the Code. A minimum of 190 gross acres of Parcels O1 and O3 in the aggregate, approximately 100 acres and 90 gross acres respectively, shall be reserved for the "Office" development as defined above exclusive of support

commercial that does not meet the limited exemption criteria of Section 402.7 of the Land Development Code.

(c) Unless otherwise approved by the Board of County Commissioners, the Developer shall be responsible for designing and constructing all necessary public infrastructure for the Town Center in Parcel M7 and Office/Employment Center areas in Parcels O1 and O3, including all road, intersections, and utility improvements, prior to approval of the first record plat(s) or construction plan approval(s) for fifty (50) percent of the specifically approved residential entitlements in the DRI, or as necessary to serve adjacent development or development within the Town Center and/or the Office/Employment Center areas, whichever occurs first. Such improvements shall be designed and constructed in accordance with the approved Map H , and shall be sized to accommodate the approved entitlements assigned to the Town Center and the Office/Employment Center uses.

(3) Hospital/Employment Center. The hospital and medical office within Parcel O2 have been designated and approved as a Corporate Business Park/Employment Center by Pasco County as approved by Preliminary Site Plan (DR 09-164) dated December 9, 2008.

(4) Community College

(a) Parcel M18, which is denoted on Map H (Exhibit G) as a mixed use site, may also be utilized for any office use entitlements or mixed use entitlements, as well as for schools, colleges, churches, library, hospital, research, warehouse/distribution or similar uses if authorized by the MU (Mixed Use) future land use classification and the MPUD Master Planned Unit Development zoning for the Project, without any required amendment to this DO.

(b) If parcel M18 or any other parcel is developed as a Community College, that portion of the project shall qualify as a Limited Exemption as defined within the Pasco County land development code section 402.7 and shall be exempt from transportation concurrency. As such, neither the Community College, nor the Master Developer, shall be required to pay any proportionate share mitigation for any trips that may be generated in association with the Limited

Exemption uses. The Community College shall be as defined in Section 1004.65, Florida Statutes. In no event shall the master developer be precluded from receiving proportionate share credit on parcel M18 for the Community College use as set forth in Exhibit I, nor shall the uses on M18 utilize or reduce the DRI entitlements other than the 707 fte students assigned to Parcel M18.

(5) Hotel. The project has received proportionate share credit for the proposed 120 room Hotel use which is set forth within Exhibit I. The proposed hotel shall be developed in accordance with the requirements of section 522.8.D.1.a.6 of the Pasco County land development code and must include a minimum 1,000 square feet of conference meeting space, with on-site catering services. The proposed Hotel may be located within a parcel designated as "M" or "O" subject to the underlying MPUD Master Planned Unit Development conditions of approval and shall be located within ¼ mile walking distance from Parcel O1, O2, O3, or from another parcel designated or constructed as Corporate Business Park, Targeted Primary Businesses, or Light Industrial Uses pursuant to the Employment Center Future Land Use requirements of the Comprehensive Plan and Section 522.8.D.1, Land Development Code.

(6) Attractions and Recreation Facilities (ARF)

Phase 1A shall include the entitlements for Attractions and Recreation Facilities (ARF). The ARF may include any uses described in Section 380.0651(3)(b), Florida Statutes, and retail uses, subject to the MPUD rezoning conditions of approval. In recognition of the economic development and employment opportunities that the ARF may generate, the ARF shall be deemed to have satisfied the requirements of the land use exchange in Section 5.c and Exhibit F pursuant to this NOPC and the advancement of entitlements from one phase to another contained within Section 4.a and shall be allowed to be developed in Phase 1A (see paragraph 5(i) of Exhibit I). Subject to separate BCC or County Administrator approval, the ARF may be approved as a Limited Exemption Use and qualify for additional proportionate share credit under Exhibit I.

(7) Requirements for Limited Exemption Uses

(a) In the event the respective project owner or project developer of a property that contains a Limited Exemption use, its successors, assigns, or other end-user (the "End-user") converts any Limited Exemption uses or entitlements of the project to retail (that is not a retail use restricted to one (1) story of a multistory building, or within a Town Center or Transit Oriented Development, which conversions are permitted), residential, or other use or entitlement that does not meet the Limited Exemption use requirements of the Pasco County Land Development Code within twenty (20) years after the structure containing the applicable Limited Exemption use or entitlement received a Certificate of Occupancy, the End-user shall be required to i) pay to the County the project's respective proportionate share amount, or ii) identify and construct a mitigation pipeline project acceptable to the County and equivalent to the project's proportionate share amount, or iii) otherwise demonstrate compliance with the County's transportation concurrency requirements. The County and the Master Developer shall determine which of the above three options, option (i), (ii) or (iii), shall be required of the End-user. If there is no Master Developer or if no one claims to be the Master Developer, then the County alone shall determine which of the above options, option (i), (ii) or (iii), shall be required of the End-user.

(b) The owner of any qualified Limited Exemption use shall record against their respective property a private restrictive covenant (the "private use restriction") which evidences and establishes all of the foregoing use and conversion restrictions and associated obligations as an encumbrance against their respective property, names the County and Master Developer as third party beneficiaries of such private use restriction, and provides the County and Master Developer with specific enforcement rights with respect thereto. The project developer and owner of the Limited Exemption use shall obtain the County Attorney's and Master Developer's prior written approval of the form of the private use restriction, which approvals shall not be unreasonably withheld. The project developer or owner of the Limited Exemption use shall forward a copy of the recorded private use restriction to the County and Master Developer prior to the issuance of the first certificate of occupancy for the project.

(8) Land Use Consistency. To the extent that, and as long as, any portions of land lying within the DRI are located within the RES-3 FLU designation of the Comprehensive Plan, such land shall be governed by the RES-3 uses, densities, intensities and provisions until such time as the RES-3 requirements or the RES-3 FLU designation on such land has been amended. Upon amendment of the RES-3 requirements or the RES-3 FLU designation on such land, the foregoing restriction shall be released, and such land shall be governed by the uses, densities, intensities and provisions of the FLU designation and Comprehensive Plan then in effect. Anything to the contrary notwithstanding, to the extent that development contemplated by Section 5.b(2)(b) is not allowed on any portion of land lying in Parcel O3 as of December 31, 2012, the Developer shall designate other land to replace such land, and the replacement land must be within the Project, be a comparable size to the portion of land to be replaced, have S.R. 56 frontage, and allow development in accordance with Section 5.b(2)(b); and thereafter, the portion of land to be replaced shall be released from the requirements of Section 5.b(2)(b). Such a replacement shall be reported in the next biennial report for the DRI, and Exhibit G (Map H) shall be updated the next time the DO is otherwise amended.

(9) Interconnectivity

(a) The Developer shall design development in Parcels M20, C5 and M8 that lie between the Town Center (M7) and "lifestyle" center (C6) to ensure adequate pedestrian/bicycle/vehicular traffic connections between the Town Center in Parcel M7 and lifestyle center in Parcel C6. Such connections shall allow users of both centers to reduce usage of S.R. 56 and Wiregrass Ranch Boulevard.

(b) Unless otherwise approved by the DRC, prior to the issuance of any approvals or permits for any retail or office uses along SR 56, Wiregrass Ranch Boulevard, SR 581, and/or the SR 581 Realignment, and/or Chancey Road, or prior to approval of the final design plans for such roadways submitted by the developer, whichever occurs first, the Developer shall submit to Planning & Growth Management Department for review and approval, a plan depicting pedestrian/bike crossing design and standards for such roads or shall have incorporated such design

and standards into the construction plans for each roadway. The following accredited publications shall be used as references for pedestrian facility design:

i. Design & Safety of pedestrian Facilities, by the institute of Traffic Engineers (ITE), Publication No. RP-026.

ii. Sections 316.130(7), (8), (9), and (14). Florida Statutes.

iii. Safety Tool Box, By ITE.

iv. Highway Design Handbook for Older Drivers and Pedestrians, by the Federal Highway Administration (FHWA), Report No. FHWA-RD-01-103.

v. Intersection Geometric Design and Operational Guidelines for Older Drivers and Pedestrians, by the FHWA. Report No. FHWA-RD-96-132.

(c) The alignment of Wiregrass Ranch Boulevard and the SR 581 Realignment may change consistent with the settlement agreement with Pasco County and the Florida Department of Transportation (FDOT) dated December 22, 2006 attached here to as Exhibit M, or in accordance with Exhibit I, or as otherwise approved by the County and FDOT. The Developer's obligations in the settlement agreement are incorporated herein as additional conditions of approval.

c. Land Use Exchange

(1) Development entitlements within the Project may be exchanged pursuant to the Land use Equivalency Matrix (LUEM) set out in Exhibit F attached hereto; subject to the following restrictions:

(a) Exchanges between phases (e.g. Phase 2 to Phase 3) shall not be permitted. However, an exchange that has been made within the same phase may thereafter be advanced to an earlier phase if such advancement is allowed pursuant to Section 4.a. Entitlements advanced from one phase to another pursuant to Section 4.a shall not be considered a land use exchange.

(b) Office entitlements within the Wiregrass Ranch DRI and a minimum of 190 gross acres of the land area allocated to such entitlements (Parcels O1 and O3) shall not be reduced, exchanged or traded off for any other approved uses in the project, except for medical office or light industrial provided the medical office or light industrial is a Targeted Primary Business or is constructed consistent with the Corporate Business Park categories portion of Section 522.8.D.1, Land Development Code, or unless otherwise approved by a 4/5 majority vote by the Pasco County Board of County Commissioners.

(c) Hospital beds, medical office, and community college uses may be exchanged to office, medical office, light industrial, community college or other corporate business park, target industry, employment center or Limited Exemption Uses provided the uses are constructed consistent with Section 522.8.D.1, Land Development Code requirements.

(d) Retail use shall not be reduced, exchanged or traded off for any other approved uses in the project if it results in a reduction of the jobs to housing ratio below 1 to 1 for the specifically approved phases.

(e) Retail entitlements in the Town Center in Parcel M7 shall not be reduced.

(f) Any conversion of age restricted units to non-age restricted units, or retail or office uses to residential uses, will require additional analysis of impacts on educational facilities, acceptable to the School Board, unless the School Board comments in writing that no such analysis is needed or except as otherwise provided in the Agreement with School Board attached hereto as Exhibit N.

(g) Except for the restrictions set forth above, the Master Developer may exchange/convert not greater than ten percent (10%) of the total specifically approved entitlements for any individual land use that is authorized through phase 3, but shall first notify the County and TBRPC and then shall report such conversion in the next biennial report. Notwithstanding the foregoing, the Master Developer may convert/exchange in excess of ten percent (10%) of the

total specifically approved entitlements for any individual use to any Office (including medical office)/Employment Center or Town Center entitlements [see Specific condition 5.b.(2)] or other Limited Exemption entitlements subject to approval by Pasco County, and provided the Master Developer can demonstrate to the satisfaction of the County (at the time of land use exchange submittal to the County) and TBRPC that the proposed exchange does not result in a deviation greater than 2.5% in either the total entering or total exiting trip generation as approved.

(h) Except as may be provided for above in 5.c.1.g, any requested exchange that exceeds ten percent (10%) of the total specifically approved entitlements of any individual land use that is authorized through phase 3, shall require a Notice of Proposed Change (NOPC) for Wiregrass Ranch DRI. The NOPC shall include reevaluation of the approved list of transportation improvements as identified in the proportionate share table and mitigation table for each phase using the original approved traffic study data and analysis. The NOPC shall also include any additional data and analysis required by TBRPC and DCA.

(2) Land use exchange requests may only be requested by the Master Developer. The land use requested shall be consistent with the LUEM, this DO, the underlying Future Land Use classification, and the MPUD Master Planned Unit Development conditions of approval. The land use exchange request shall be provided to the County, with "information only" copies to the DCA and the TBRPC, for review and verification by the County that the requested land use will be consistent with the LUEM, this DO, the Comprehensive Plan, as amended, and the MPUD Master Planned Unit Development conditions of approval. Upon such verification, which shall not be unreasonably withheld or delayed, the Planning and Growth Management Department shall submit such exchange for approval (based on the same verification criteria state above) on the consent agenda at the next available DRC meeting which is at least fourteen (14) days from submittal to the County,

DCA, and TBRPC. The use of the LUEM shall be reported in the next biennial report, which shall include an updated Exhibit E (Map H-3).

(3) Any other amendments to the land use mix or proposed phasing schedule shall be subject to the NOPC review process as required by Section 380.06(19), Florida Statutes.

d. Water Quality and Drainage

(1) Development of the project shall be consistent with the Level of Service (LOS) in Comprehensive Plan Policy DGR 5.1.1 and the Land Development Code as may be amended from lime to time.

(2) The project's stormwater management system shall be designed, constructed, and maintained to meet Chapters 62-25, 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, including those which prevent construction-related turbidity, as required by the regulations of Pasco County and other appropriate regulatory bodies shall be implemented. In addition, the 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 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 (ERP) or by Pasco County ordinance, whichever is most stringent.

(d) Should the Developer discover that any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the

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 Developer should advise future residents of seasonal variations within created water features and should not be perceived as lakes with constant water levels.

(g) The stormwater-management system should be designed to restore and maintain the natural hydroperiod of the on-site receiving wetlands and provide compensation for impacted floodplain areas in substantial conformance with permit requirements by appropriate agencies. The design and construction techniques listed below shall be utilized unless otherwise determined not to be required during the review process:

i. Lining stormwater ponds with clay or synthetic material if no natural clay layer exists;

ii. ensuring that ponds and swales are properly grassed;

iii. setting a maximum depth for stormwater storage;

iv. implementation of a site-specific groundwater and surface water quality monitoring system;

v. maintaining a minimum distance between pond bottoms and the top of the confining layer for the Floridan aquifer.

(h) An integrated pest management program (IPM) for the golf course and roadway buffers and common areas within residential portions of the project shall be implemented to minimize the use of fertilizers and pesticides. Commercial and Office uses and

neighborhood park common areas less than 3 acres in size shall be encouraged to utilize IPM but it shall not be required.

(i) The Developer shall encourage the use of water conserving landscapes, the responsible use of water in common areas and non-residential areas, and the responsible use of water by occupants. Existing native vegetation shall be incorporated into the landscape design to the greatest extent practicable, following examples such as the Florida Yards and Neighborhoods program. Construction BMP's shall be used to prevent construction-related turbidity and erosion problems.

(j) Native plant species shall be incorporated into the landscape design.

(k) As committed, when reclaimed water becomes available to the project site, the developer or its assigns shall utilize it for all irrigation on-site where practical.

(l) Appropriate subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds, and to determine proper development scenarios to protect against sinkhole damage.

(m) Water quality sampling to collect baseline information for the Trout Creek watershed portion of the site, shall be included in the Ground Water and Surface Water Monitoring Plan (GSMP).

(n) Site development shall use techniques that minimize the impervious surface area throughout the development to the extent technically feasible.

(o) On-site stormwater wet-detention ponds shall be designed in accordance with Southwest Florida Water Management District (SWFWMD) and Pasco County standards to include littoral zones constructed on slopes no steeper than a 4:l horizontal to vertical ratio and shall be planted with or allowed to be colonized by native emergent and submergent vegetation. The Developer shall ensure, by supplemental replanting if necessary, that at least eighty (80) percent cover by native aquatic vegetation is established within the littoral zone (to include at a

minimum the area between ordinary high water and ordinary low-water). At such time as SWFWMD releases the Developer from further obligation to provide certification of operation and maintenance as defined in the permit, the Developer shall be relieved of this obligation.

(3) The pre-development hydrologic/hydraulic properties of onsite and offsite wetlands shall not be adversely impacted by development, as defined by the SWFWMD rules regulating wetlands. The SWFWMD shall have review and approval authority of the stormwater design and the County shall have final review and approval authority for the stormwater design.

(4) No wetland outlet or conveyance, either natural or man-made, should be lowered in elevation, which could cause lower water levels and reduced hydroperiods. No changes to wetland outlets or conveyances should occur unless to restore artificially connected or drained wetlands to a more natural state such that historic wetland water levels and flow quantities are restored. The development activities shall not breach the clay-confining layer (aquiclude). A breach of the aquiclude shall be defined as any excavation into the confining layer that degrades the integrity of that confining layer as determined by SWFWMD or the County on a site-by-site basis. In those geographical areas of the County where there is no aquiclude present, excavation shall not proceed to within five feet of the underlying limestone which is part of a groundwater aquifer as identified by the geotechnical engineer of record and confirmed by the County and SWFWMD. It shall be assumed that excavation which exceeds either of these criteria shall constitute adverse groundwater effects. 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 Developer prior to development. At the time the master drainage plan is submitted to the County, the Developer shall also submit the plan to Tampa Bay Water (TBW).

(5) Other infiltration techniques will be maximized, such as Low Impact Development techniques to maintain wetland hydroperiods, where practical and appropriate.

(6) Planning and development of the Project shall conform to the rules adopted by SWFWMD as amended from time to time.

(7) All drainage system components shall comply with Section 40D-4, FAC. as well as all other applicable local, State, and Federal rules and regulations.

(8) In order to protect surface water quality, stormwater exiting the site shall meet all applicable State water quality standards.

(9) Ground Water and Surface Water Monitoring Plan (GSMP)

(a) A Ground Water and Surface Water Monitoring Plan (GSMP) has been approved by Pasco County (on January 15, 2010) that includes a ground water monitoring component and a surface water monitoring component. The Developer has developed the GSMP in accordance with Rules 62-4.246, 62-522 and 62-520.600, FAC and in coordination with the Florida Department of Environmental Protection (FDEP), SWFWMD, and TBW in order to establish parameters, methodology, sampling frequency, establishment of baseline data and locations of monitoring sites. The GSMP includes a surface water component to include sampling of those stormwater discharge points exiting the site and upstream and downstream sampling points within surface water systems adjacent to the site as described in the GSMP. The Monitoring Plan shall identify, measure and report any continuous and/or long term pre- and post- development changes in water quality. The Monitoring Plan shall include the establishment of baseline conditions at points where surface water enters the property and where it exits the property as approved within the GSMP. Analysis shall include all primary drinking water standards contaminants as approved within the GSMP. If reclaimed water for irrigation purposes is used in the future, the GSMP may be amended as required for the use of reclaimed water.

(b) The GSMP was submitted to the FDEP, SWFWMD, TBW and Pasco County within 180 days of DO approval. The GSMP was approved by Pasco County and SWFWMD on January 15, 2010. The GSMP shall be instituted within 90 days of approval of the GSMP. Baseline monitoring and reporting shall be completed and submitted to the Pasco County Engineering Services, before the start of any construction activities on parcels other than those parcels approved under the existing MPUD, C-1 and C-2 zonings, the pending C-2 zoning on Parcel

C6 (Lifestyle Center) or SR 56, Mansfield Blvd. and Chancey Blvd. infrastructure. If baseline monitoring and reporting has commenced and the GSMP is not approved within 90 days of submittal, the design and permitting of the project shall not be delayed. Subsequent monitoring shall continue through the build-out of the project/site unless otherwise determined by Pasco County Engineering Services. Analysis and reporting shall be annual unless degradations are identified and then monthly monitoring for the degradations until such time as the degradations are corrected. Degradations are any increase in any contaminant (as defined by applicable water quality criteria) that adversely impacts human health or causes a water to become impaired. There can be no increase in any current impairment that exists as defined by the baseline data. The Developer shall comply with any existing or future state or federal water quality criteria pursuant to SWFWMD, Pasco County, FDEP and/or U.S. Environmental Protection Agency (USEPA) rules and/or Pasco County Ordinance. Should FDEP determine that Total Maximum Daily Load (TMDL) contaminants occur at levels exceeding established standards/thresholds within the Wiregrass Ranch Watershed, the Developer shall amend the GSMP to incorporate TMDL monitoring and reporting in accordance with adopted future water quality criteria/rules.

(c) The monitoring results of the GSMP shall be submitted to FDEP, SWFWMD, TBW and Pasco County at least annually, (or more often as may be required due to a compliance issue) and shall be included in the biennial report. Should the monitoring results indicate that applicable State water quality standards as required in the GSMP are not being met, the results shall be reported to FDEP, Pasco County and other appropriate regulatory bodies immediately. In the event FDEP, SWFWMD or Pasco County determines there is a violation of any State or federal water-quality standard, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected. Should an unresolved compliance issue exist at the time of project build-out completion data collection, analysis and reporting shall continue until all issues are resolved.

(d) Should the Developer wish to add new land areas to the DRI which are not subject to the GSMP in place at the time of a NOPC submittal, the developer shall update the GSMP and such update shall be submitted to the County, TBW, FDEP and SWFWMD unless FDEP or SWFWMD and the County determine that the GSMP update/revision is not necessary.

(e) The Developer shall provide updates to the Wiregrass Ranch stormwater model to Pasco County so that the County may incorporate such updates into its Trout Creek Stormwater Management Master Plans (SWMMP) as appropriate.

e. Wellfield Protection

(1) The Developer shall comply with the Wellhead Protection Ordinance (Section 612 of the Land Development Code as amended)

(2) Appropriate subsurface investigations shall be performed prior to construction of stormwater and/or floodplain compensation ponds to determine proper development scenarios to protect against potential sinkhole damage.

(3) Should any noticeable soil slumping or sinkhole formation become evident, the 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.

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

(5) Test or foundation holes as defined in Rule 40D-3.021(8), FAC shall be drilled by an appropriately bonded, licensed test or foundation hole contractor.

(6) All existing wells which have no planned future use or attempted wells or test foundation holes shall be cement plugged by a licensed water well contractor [under SWFWMD Well Abandonment Permit(s)], or by test foundation hole contractor in accordance with Rule 40D-3.041(1), FAC.

f. Wetlands

(1) Onsite category I, II and III wetlands classified in accordance with Policy CON 1.3.1 are generally identified on Exhibit K. At the time of preliminary plan/preliminary site plan approval for any development area, the County may decide to authorize impacts to Category I wetlands, but only in accordance with the DRI Master Roadway Plan and/or the provisions of the Objective CON 1.3 and implementing Policies, as applicable. Impacts to Category I wetlands and wetland buffering are recognized as having been approved/authorized in accordance with:

(a) Those roadway crossings identified on the Master Roadway Plan;

(b) Existing agency (SWFWMD, ACOE, FDOT or County) approvals for onsite roadways, residential, commercial or multi-use projects prior to DO issuance.

(2) Wetland protection shall be in accordance with Objective CON 1.3 and implementing Policies as well as all applicable County, State, and Federal laws, permits, rules, and regulations.

(3) Preliminary plans, preliminary site plans and construction plans for each parcel in the project shall include specific limits of wetlands pursuant to wetland delineation surveys conducted in coordination with SWFWMD and other regulatory agencies as may be applicable.

(4) Existing wetland hydroperiods, normal pool elevations, and seasonal high-water elevations shall be maintained in substantial conformance with permit requirements by appropriate jurisdictional entities.

(5) Buffering around all post development wetland areas shall comply with Policy CON 1.3.13 and implementing land development regulations. All mitigation areas and littoral shelves shall be monitored in accordance with the requirements of the appropriate permitting agency. Allowable uses within buffer areas shall include the following:

(a) In cases where a lot line abuts the 25 foot buffer, and supplemental buffer plantings are proposed/required, such plantings shall consist of native, non-invasive vegetation.

(b) Dredging or filling shall be allowed in the 25 foot buffer to accommodate drainage swales, outfall structures, grade transitioning, floodplain compensation areas, wetland mitigation areas or stormwater features, as permitted/approved by permitting agencies to the extent not inconsistent with implementing land development regulations that may be adopted.

(c) At-grade interpretive walking trails or elevated pedestrian boardwalks, as approved by the permitting agencies.

(d) All other uses shall be those uses as allowed and permitted by SWFWMD or in accordance with the Land Development Code as amended, whichever is more restrictive.

(6) The Developer has developed a coordinated wetlands mitigation plan consistent with Policy CON 1.3.8 which requires mitigation of impacts to Category I wetlands through preservation, enhancement, and/or restoration of uplands and wetlands. For the Wiregrass Ranch DRI, the identified onsite Conservation Corridor as identified in Exhibit L to this DO is inclusive of an identified regionally significant resource and is adjacent to onsite named tributaries. Therefore, wetland mitigation, in the form of onsite wetland creation and/or preservation, enhancement or restoration of onsite wetlands and/or uplands within or immediately adjacent to the Conservation Corridor shall be considered as appropriate mitigation pursuant to Policy 1.3.8 for approved impacts to Category I wetlands and shall be approved as consistent with the coordinated wetlands mitigation plan. Consistency with this plan shall be demonstrated to the Pasco County Planning & Growth Management Department and County Biologist at the time of the preliminary plan/preliminary site plan submittal for the affected area and shall be approved by the County Biologist.

(7) The Developer shall implement a management plan for Wetland H25, as contemplated by the TBRPC Final Report (Exhibit B). This management plan is included as part of the Environmental Management Plan (EMP) for the Project.

(8) The Developer shall only use wetlands for water quality improvement with adequate environmental and design controls consistent with Policy CON 1.6.3 and as authorized by the SWFWMD.

g. Flood Plains/Disaster Preparedness

(1) Development within the 100-year floodplain shall comply with section 701 of the Land Development Code. Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation plus one foot. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Elevations for roadways providing access to residential areas shall comply with the Pasco County Comprehensive Plan and Land Development Code.

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

(3) Compensation for the loss of 100-year flood storage capacity shall be provided, as approved by the appropriate permitting agencies.

h. Vegetation and Wildlife

(1) The Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan, Rule 9J-2.041, FAC, and all applicable agency regulations regarding the protection of listed wildlife and plant species found on-site.

(2) The Developer shall conduct breeding season surveys for documented on site listed species, including Florida Sandhill Cranes, Sherman's Fox Squirrel, Wood Storks and Wading birds, within and adjacent to any parcel which contains suitable habitat (as defined through ADA surveys) and is planned for development immediately preceding or coinciding with the breeding season of these listed species. The results of the surveys shall be submitted to Pasco County Planning & Growth Management Department, Pasco County Biologist and the Florida Fish and Wildlife Conservation Commission (FFWCC) for review and approval of conditions to protect listed species and their habitat consistent with statutory and rule requirements, including Section 68A-27, F.A.C. , Rule 9J-2, F.A.C., and Policy CON 1.1.2. Such conditions if appropriate shall be incorporated into the DO at the next time the DO is amended.

(3) In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes not detected during the ADA preparation or the surveys required in Condition 5.h(2) above are discovered on-site during project development, the a Developer shall immediately notify Pasco County Planning & Growth Management Department, Pasco County Biologist, the FFWCC and/or the USFWS for review and approval of conditions to protect such species and their habitat consistent with statutory and rule requirements, including Section 68A-27, F.A.C., Rule 9J-2, F.A.C., and Policy CON 1.1.2. Such conditions shall be incorporated into the DO at the next time the DO is amended.

(4) The project site excluding the Conservation Corridor may continue to be used for agricultural activities during development, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

(5) Conservation Corridor

(a) The Developer shall provide a Conservation Corridor to include the regionally significant resource to be substantially consistent with that originally depicted on Exhibit 14-5 of the ADA (the "Conservation Corridor").

(b) The uses within the Conservation Corridor as identified on Exhibit L to this DO shall be limited to recreational and conservation education land uses, including picnic shelters and a pedestrian trail system for recreational uses, e.g., walking/jogging, cycling, and rollerblading, parking areas to access the area, observation points strategically located for wildlife viewing, interpretive signs describing native flora and fauna, and wetland mitigation, floodplain mitigation and stormwater facilities. The trails will be constructed of asphalt, concrete, wood, or other suitable material. Conservation Corridors shall be maintained for recreational purposes in perpetuity by the CDD(s), or similar entity as may be approved by Pasco County, to allow continued pedestrian access.

(c) Management and maintenance of the Conservation Corridor consistent with the Environmental Management Plan shall be the responsibility of the CDD or another entity acceptable to Pasco County and the Conservation Corridor shall be owned by the CDD or another entity acceptable to Pasco County. However, Pasco County retains the authority to assume maintenance responsibility for the Conservation Corridor. The Conservation Corridor shall be depicted as an overlay on all preliminary plan/preliminary site plan and construction plans where appropriate and any amended MPUD master plans. The Conservation Corridor shall be designated on the plat(s) as conservation area(s).

(d) Planned roadway crossings and transit alignments within the Conservation Corridor shall be consistent with crossing locations depicted on the Master Roadway

Plan and all roadway and preliminary/construction plan under review or approved prior to DO adoption.

(e) The EMP includes the design of the Conservation Corridor wildlife undercrossings. Wildlife undercrossings will be required where shown on the Master Roadway Plan and as indicated in the Project. All wildlife undercrossings will be designed to facilitate the movements of targeted species. The conceptual design for each crossing will be included in the EMP. The final design for each crossing shall be included with each respective preliminary plan/preliminary site plan. Wildlife crossings shall meet the following criteria or best available design at the time of approval by Pasco County:

i. Undercrossings shall be above seasonal high water;

ii. All undercrossings shall incorporate vegetation extending from the Wildlife undercrossing to an adjacent natural system that is designed to guide target wildlife species from the natural system thru the Wildlife undercrossing and to the adjacent natural system and provide cover for the safe hiding of small wildlife (such as rabbits, rodents, and amphibians);

iii. All undercrossings shall incorporate berms and/or fencing outward of the funnel edges near the road to discourage wildlife from crossing the roadway outside a designated crossing.

iv. Conspan designs are not acceptable for small mammal under crossings.

(f) The Developer shall also comply with Section 6 of this DO for the Conservation Corridor.

(6) Environmental Management Plan (EMP)

(a) The Developer has submitted an Environmental Management Plan for review and approval by Pasco County Planning & Growth Management Department, Pasco County Biologist, and the FFWCC. The EMP has been approved by Pasco County Planning & Growth Management Department and the Pasco County Biologist and is incorporated by reference

into the DO as Exhibit P. Implementation of the EMP shall be the responsibility of the CDD or another entity acceptable to Pasco County.

(b) The EMP is consistent with the commitments made in the review of the ADA and sufficiency responses and all items included in the Developer's Commitments section of the TBRPC Final Report concerning protection of listed and other wildlife species and their habitats and protected wetlands.

(c) The EMP includes but is not be limited to the following:

i. Protection of Category I wetlands, including Wetland H25; listed species and their habitat and Category II and III wetlands unless otherwise approved by Pasco County, SWFWMD or U.S. Army Corps of Engineers (ACOE).

ii. Special design measures to minimize secondary impacts to Category I wetlands containing listed plant species such as Blue Butterwort, Yellow Butterwort and the Pitcher Plant (Pinguicula caerulea, Pinguicula lutea, and Sarracenia minor, respectively).

iii. Management for specific listed species including but not limited to Wood Stork, Florida Sandhill Crane, Wading birds, Gopher Tortoise, Eastern Indigo snake, Sherman's Fox Squirrel and other listed species documented on-site.

iv. Provides for the regular monitoring of target wildlife populations.

v. Includes specific limits of wetlands pursuant to wetland delineation surveys to be conducted in coordination with SWFWMD, the ACOE and other regulatory agencies as may be appropriate.

vi. The EMP provides for assignment of responsibility for implementation of the EMP to a responsible entity, such as the CDD(s), or similar entity as may be approved by Pasco County.

vii. The EMP includes how nuisance and exotic species will be controlled in both the Conservation Corridor and within other proposed preservation/natural areas.

viii. Conservation Corridor

1. The EMP ensures the preservation of existing on-site native and non-invasive vegetation and plant communities within the Conservation Corridor subject to Section 5.b.

2. The EMP ensures that the Conservation Corridors remain free of structures inhibiting animal migration such as fences and buildings, unless said structure is directly related to animal movement through the corridors or roadway undercrossing systems specifically designed for use by wildlife or approved boardwalks, pedestrian trails, recreational trails, parking areas to access the area, observation points strategically located for wildlife viewing, interpretive signs describing native flora and fauna, and drainage mitigation features. All plats containing lots adjacent to conservation Corridors and the community's deed restrictions shall include specific language to ensure compliance with this condition and shall be detailed in the EMP.

3. Specific scheduling for all activities that are necessary for the management of the Conservation Corridor are included in the EMP. At a minimum, the management of the Conservation Corridor shall include maintenance, monitoring, and other activities necessary to maintain these areas in perpetuity.

4. The EMP includes the design of all wildlife crossings. Wildlife undercrossings will be required in accordance with approved Master Roadway Plan. All crossings will be designed to facilitate the movement of targeted species. The conceptual design for each crossing will be included in the EMP. The final design for each crossing shall be included with each respective preliminary plan/preliminary site plan. Wildlife crossings shall meet the following criteria at the time of approval by Pasco County:

a. Undercrossings design shall be in conformance with Pasco County standard specifications;

b. Undercrossings shall be above seasonal high water;

c. Undercrossings shall incorporate vegetation where appropriate extending from the Wildlife undercrossing to an adjacent natural system that is designed to guide target wildlife species from the natural system through the Wildlife undercrossing and to the adjacent natural system and provide cover for the safe hiding of small wildlife (such as rabbits, rodents, and amphibians);

d. Undercrossings shall incorporate berms and/or fencing outward of the tunnel edges near the road to discourage wildlife from crossing the roadway outside a designated crossing. The addition of berms or fencing shall not be required where additional wetland impact and mitigation would result.

e. Where undercrossings are not specified (Exhibit L) but protective measures are determined to be necessary to promote continuity of the Conservation Corridor, wildlife crossing signage shall be provided as recommended by the County on a case-by-case basis.

ix. The EMP shall incorporate the Audubon Signature Silver Program for the golf course to ensure that maximum habitat will be maintained while minimizing use of pesticides.

x. The EMP shall provide for assignment of responsibility for implementation of the EMP to a responsible entity, such as the CDD(s), or similar entity as may be approved by Pasco County.

xi. The EMP shall encourage conservation education for the residents and other users of the development. Details, methods, and examples of educational materials to be provided to residents and users of Wiregrass Ranch DRI shall be included and described in the EMP.

xii. A biennial progress report and an update to the EMP shall be submitted to Pasco County Planning & Growth Management Department, Pasco County Biologist, and FFWCC and shall be included in the biennial report.

(d) Strategy to address nuisance and exotic invasive plant species including removal from the project site during site development and maintenance to ensure such species do not reoccur in accordance with the EMP. Implementation of this strategy shall be the responsibility of entities such as the Home Owners Association (HOA); the CDD(s), or similar entity as may be approved by Pasco County.

(e) Within the building sites, development shall preserve existing onsite native and non-invasive vegetation and plant communities to the greatest extent practicable on a site-by-site basis.

i. Air Quality

(1) Best Management Practices (BMP), as identified in the Application, shall be employed during site preparation and construction to minimize air quality impacts.

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

j. Land

(1) BMP, including those identified in the Application, to reduce soil erosion and fugitive dust shall be implemented and employed during site preparation and construction to prevent wind and water-borne erosion.

(2) Within 60 days after completion of S.R. 56 construction from SR 581 to Meadow Pointe Blvd., the 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 Developer and the County Surveyor shall mutually determine the location. The 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.

k. Utilities

(1) Water Supply and Wastewater Treatment

(a) Pasco County has determined that the Wiregrass Ranch DRI is within the County service area and that the County intends to serve the Wiregrass Ranch DRI.

(b) Pasco County has determined that capacity exists subject to the County receiving all the necessary permits and approvals to implement and construct the planned system improvements and plan expansions needed to serve the development, 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 Developer shall construct all water and wastewater facilities within the development to Pasco County standards in effect when construction drawings are approved by the Pasco County Utilities Services Branch (PCUSB).

(c) The Developer shall provide the PCUSB with a master water and wastewater utility plan prior to the first preliminary plan/preliminary site plan approval for any entitlements beyond those approved prior to the DO adoption, i.e., the Pulte S.R. 56 MPUD, or C-2 zonings.

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

(e) 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. Water conservation educational materials shall be distributed to all homeowners, other landowners, and businesses.

(f) The project shall utilize the lowest quality water reasonably available, suitable, and appropriate for a particular use.

(g) The use and potential use of reclaimed water shall be maximized where available and practicable as determined by the PCUSB.

(h) Separate lines for irrigation shall be installed in the development during construction unless otherwise established in the Utility Services Agreement with the County. Reuse connections shall also be metered when they occur.

(i) Local water resources are very limited and to the maximum extent practical, the Developer shall minimize water demand. Water saving fixtures shall be required in the project as mandated by the Florida Water Conservation Act (Section 553.14, F.S). The Developer shall comply with Section 603, Land Development Code. The Developer shall encourage 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 used.

iii. Water meters on all irrigation systems

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

(k) 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.

(l) No septic tanks shall be installed on the Wiregrass Ranch DRI site. For the temporary disposal of sewage or wastewater from temporary construction trailers during the interim period before central sewer is installed, the Developer shall comply with the applicable Florida Department of Health and DEP regulations. These temporary measures shall be abandoned when central sewer becomes available.

(2) Water Rights and Water Use Permits. In consideration of Pasco County's agreement to provide potable water service to Wiregrass Ranch DRI, the Developer and its successors and assigns agree to the following:

(a) In the event of production failure or shortfall by TBW, as set forth in Section 3.1 9 of the Interlocal Agreement creating TBW, the Developer, regardless of the permitted use, shall grant Pasco County access to, and shall cooperate with the County in the allocation of water generated within the project pursuant to any and all Water Use Permits or water use rights the Developer may have to use or consume surface or ground water within Pasco County.

(b) Prior to the Developer releasing, transferring, or selling any water or Water Use Permits or water use rights, the Developer shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water or Water Use Permits or water use rights.

(3) Solid/Hazardous/Biohazardous Waste and Recycling

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

(c) With the exception of the hospital, it is not anticipated that hazardous or toxic waste will be generated by the project. The 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 was submitted prior to December 31, 2008, and shall be approved by PCUSB to maximize solid-waste recycling for all types of development within the Wiregrass Ranch DRI. A monitoring report updating the implementation and progress of such recycling plan shall be submitted to the PCUSB by the Developer, HOA, CDD, or other entity approved by the PCUSB and shall also be included in the biennial report.

(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.

I. Energy

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

(2) All Wiregrass Ranch DRI tenants, businesses, and residents in the project shall be encouraged to:

(a) Use energy alternatives, such as solar energy. waste-heat recovery, and cogeneration.

(b) Use landscaping, building orientation, and building construction and design to reduce heat gain.

(c) Institute programs to promote energy conservation by employees, buyers, suppliers, and the public.

(d) Institute recycling programs.

(e) Reduce levels of operation of all air conditioning, heating, and lighting levels during nonbusiness hours.

m. Transportation

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 Exhibit I (Transportation Mitigation Table) attached hereto.

(1) Proportionate Share and Mitigation Alternatives

The Developer's proportionate-share mitigation dollar amount for Phases 1 through 3 of Wiregrass Ranch DRI is Three Hundred Eighty-Two Million, Five Hundred Eleven Thousand, Three Hundred Fifteen and 00/100 Dollars ($382,511,315.00) in June 2009 Dollars (the "Proportionate Share") as provided in Exhibit H. The Developer shall mitigate for the proportionate share traffic impacts of the development through the mitigative measures as set forth on Exhibit I. The Developer's compliance with this DO shall satisfy the Developer's Proportionate Share, and transportation concurrency obligations through December 31, 2019 for Phases 1 through 3, subject to any extensions granted pursuant to the Concurrency Management Ordinance. For any entitlement within subphase 1C or 1D (as further described in Exhibit I), a payment in the amount of $45,557 per trip shall be required (Phase 1C/1D Per Trip Fee). The Phase 1C/1D Per Trip Fee shall be based on the trips generated by the applicable entitlement using the trip generation rates in the attached LUEM (Exhibit F). The Phase 1C/1D Per Trip Fee shall follow the procedure set forth in Exhibit I.

(2) Development Agreement

The County and Developer shall enter into a development agreement (DA) which shall be approved no later than 180 days after the MPUD zoning approval for the Project. However, notwithstanding the foregoing, the DA shall be submitted by the Developer within 150 days

after the effective date of this DO and approved no later than one year after the effective date of this DO. Such DA shall set forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the Pipeline Projects in Exhibit I. The DA shall be prepared consistent with Exhibits H and I. In addition, the DA shall also contain: (a) the agreed schedule for the required Pipeline Projects to ensure such Pipeline Projects are expeditiously constructed; (b) a requirement that if the Developer should fail to adhere to the schedule in the DA, then no further Building Permits or development approvals shall be issued until the Pipeline Projects obligations have been recommenced to the satisfaction of Pasco County; (c) provisions for assistance from Pasco County in the acquisition of right-of-way, for the Pipeline Projects as needed; (d) requirements for financial performance guarantees to be provided by the Developer to ensure that the Pipeline Projects will be completed in accordance with the applicable schedule; (e) provisions addressing the required payment of transportation impact fees, transportation impact fee credits, and any required cash mitigation payments; (f) insurance and indemnification requirements; and (g) other provisions as deemed appropriate by Pasco County. Changes to the DA which materially affect the requirements in Subsection (1) above, Exhibit H or Exhibit I, 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, Florida Statutes. All other amendments to the DA shall not require an NOPC or DO amendment. The County may also address any of the foregoing requirements in the conditions of any rezoning approval within the DRI that predates adoption of the DA.

(3) All access and intersection improvements, number of access points, spacing, and geometry of access points shown on page 1 of 2 of Exhibit J (Site Access/Intersection Improvements) attached hereto shall be subject to compliance with the provisions of Pasco County's and the FDOT's access-management regulations. The Developer shall be responsible for construction of all access improvements shown on Exhibit J unless otherwise approved by the DRC prior to or concurrent with construction of infrastructure improvements to serve the portions of the project necessitating such improvements as determined by the County at the time of preliminary

plan/preliminary site plan approval and/or at the time of issuance of access permits for the project, except where the DA 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 improvements. The need and analysis for turn lanes, traffic signals, turn lane lengths, and other site access/site related improvements shall also consider future DRI and non-DRI traffic that will utilize the same site access/site related improvements. Except where specifically allowed pursuant to the DA or this DO, these improvements are not creditable against the proportionate-share dollar amount or against the Pasco County Transportation Impact Fee requirements of the development.

(4) Trip Generation Monitoring

(a) Eighteen (18) months following construction plan approval for vertical construction of fifty (50) percent of the Phase 1 of the DRI 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 Phase 1 of the DRI in terms of p.m. peak-hour project trip generation or December 31, 2014, whichever occurs first, 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 build-out. 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. The December 31, 2014 date includes the One Year Extension, the Two Year Extension, and the additional two (2) year extension granted pursuant to SB 1752.

(b) 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 the perimeter boundary of Wiregrass Ranch DRI. 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 net external trips, diverted trips, pass-by trips, and diverted pass-by trips. For

Phase I the total pm peak-hour project trips at the project entrance driveways was estimated to be 10,288 (5,287 inbound and 5,001 outbound), which included 968 internal capture and 648 pass-by trips. For Phases I and II (cumulative) the total pm peak-hour project trips at the project entrance driveways was estimated to be 17,581 (9,131 inbound and 8,450 outbound), which included 2,670 internal capture and 690 pass-by trips. For Phases I, II, and III (cumulative) the total pm peak-hour project trips at the project entrance driveways was estimated to be 19,818 (10,077 inbound and 9,741 outbound), which included 3,428 internal capture and 786 pass-by trips.

(c) If monitoring results demonstrate that the project is generating more than two and one-half (2.5) percent above the number of trips estimated in the original analysis 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), Florida Statutes, and may amend the DO to require additional roadway improvements. Any required transportation analysis shall be subject to review by all appropriate review entities.

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

(5) Public Transit:

The Developer shall comply with applicable County and Pasco County Public Transportation Department (PCPT) requirements to accommodate mass transit service to and within the project. In addition, the County and Developer shall enter into an agreement which shall be approved by the Board of County Commissioners prior to any preliminary plan/preliminary site plan approval within Parcel M7. The agreement shall set forth the terms and conditions governing the dedication and construction of public transit easements and amenities within the project including but not limited to: (a) ingress and egress route(s) for buses; (b) bus stop amenities to service the project, such as benches, bicycle racks, shelters, lighting, pedestrian walkways, and landscaping; (c) locations for bus stop pads along both sides (within the right of way) of all major roadways and frontage roadways at appropriate intervals as shown on the Wiregrass Ranch Master Roadway Plan (MRP)

and along such roadways at major activity locations, such as high school, town center, employment center, and major commercial development areas, unless otherwise approved by PCPT, the DRC, or the Board of County Commissioners. For purposes of this requirement major roadways shall include those roadways shown on the MRP that have not received construction plan approval or 100 percent design approval as of the adoption date of this DO. Major roadways and frontage roadways (as defined above) shall be designed and constructed to accommodate bus stop amenities without retrofit to existing roadway cross section improvements (i.e., sidewalk, landscaping, drainage, etc) at the time when installation of bus stop amenities is required by PCPT. The Developer shall incur the cost for purchase, installation and maintenance of all shelters and accompanying concrete pads as required by the PCPT, DRC or the Board of County Commissioners. Transit amenities within the Traditional Neighborhood Development Town Center shall be reviewed for conformance with LDC 800 at the time of preliminary plan/preliminary site plan review and approval for Parcel M-7. Preliminary and construction plan submittals/approvals for Parcel M-7, and for all major roadways and frontage roadways (as defined above) shall satisfy the foregoing requirements. The Developer will be entitled to a credit for any land areas dedicated to transit against any future transit infrastructure, transit concurrency mitigation, or the land portion of any future transit impact fee requirements and for the cost of all facilities provided by the Developer, against the facilities portion of any such future transit impact fee requirements. The Developer shall receive impact fee credit against the land portion of any future transit impact fee ordinance for the foregoing conveyances in the amount of Twenty Five Thousand and 00/100 ($25,000.00) per upland developable acre actually conveyed, by easement or deed, to Pasco County. Transit impact fee credits shall not begin to accrue until such conveyance is complete. The Developer and/or their successors agree to maintain the transit accommodations facilities in good working condition as determined by PCPT. The Developer and their successors shall not refuse PCPT or any other transit authority, or any of their users/patrons, access to such facilities.

(6) Transportation Demand Management (TDM Program)

In the first year following the completion of development in Phase 1, the Developer shall initiate a TDM Program to seek to divert vehicle trips from the p.m. peak-hour. The TDM Program shall include a biennial assessment of the actual achievement of trips diverted from the p.m. peak-hour as a result of the program using a methodology approved by Pasco County. Results of the TDM Program shall be included in each biennial report. If the County approved methodology is utilized, the Developer shall be entitled to a credit for any documented trips diverted from the p.m. peak-hour as a result of the TDM program in any future traffic analysis or monitoring requirement for the DRI.

(7) Master Roadway Plan (MRP)

The Developer previously obtained approval of a MRP in connection with a prior MPUD approval for a portion of the DRI, which included various alternative standard requests and conditions. Unless otherwise approved by the DRC prior to or concurrent with the MPUD approval for the entire DRI but no later than 180 days after the effective date of this DO, a revised MRP for the entire DRI shall be approved by the DRC or Board of County Commissioners. The MRP shall include, at a minimum, subject to any approved variances or alternative standards, right-of-way widths (including right-of-way widths consistent with the Comprehensive Plan Corridor Preservation Table), roadway cross sections, number of lanes, intersection geometry, construction phasing, design speed, internal access points, bus stop pads, and alignment for all major County collector and arterial roadways within or adjacent to the DRI and not required by the Wiregrass Transportation Mitigation Table and Development Agreement. The MRP shall also demonstrate compliance with the County's collector and arterial design and spacing standards (Land Development Code, Section 610.3) subject to any approved variances or alternative standards.

n. Educational Facilities

(1) The Developer shall comply with the terms of the School Impact Fee Ordinance No. 01-06, adopted February 27, 2001, as amended.

(2) The development of the Wiregrass Ranch DRI will generate the need for educational facilities. The Applicant/Owner and the Pasco County School Board (School Board) have

determined that there will be a need for one (1) high school site, one (1) middle school site, and up to four (4) elementary school sites. On March 2, 2004, the Applicant/Owner and the School Board entered into an Agreement intended to identify and address the school site needs described herein. This Agreement, as currently constituted and as it may be amended, is an enforceable obligation of the Developer. The Agreement provides for the conveyance of the school sites described herein and directs the Developer to provide road access and utility facilities to each school site. The Agreement with the School Board is hereby incorporated by reference into and made part of this DO as Exhibit N. The on and off-site infrastructure needed for the school sites in the Wiregrass Ranch DRI shall be the responsibility of the Developer and School Board pursuant to the foregoing Agreement, or the responsibility of the School Board to the extent such infrastructure needs are not addressed in the foregoing Agreement. Pasco County shall not have any responsibility for the on and off-site infrastructure needed for the school sites in the Wiregrass Ranch DRI pursuant to any existing interlocal agreements between the School Board and Pasco County, except to the extent Pasco County has specifically agreed to be responsible for the Wiregrass Ranch DRI infrastructure as a whole in this DO or is otherwise required to provide such infrastructure pursuant to state law. The Developer is not entitled to school impact fee credits for the parcels described in the Agreement.

(3) The Agreement described in paragraph (2), above contemplates the sale to the School Board of one (1) high school parcel; one (1) middle school parcel; and up to four (4) elementary school parcels. The Developer and the School Board have agreed that each parcel will be provided road access and utility facilities. Educational facilities have already been constructed on the high school and middle school parcels. The Developer and School Board have identified parcels for three (3) elementary schools. The parcels are shown as V-I, V-2, and V-3 on Map H. The location of the fourth elementary school parcel has not been determined as of the date of adoption of this DO. The Developer and School Board anticipate that this parcel will be selected at a later date, pursuant to the Agreement, if the School Board determines such site is necessary. Based upon the foregoing, it is a condition of this DO that Pasco County shall not, without prior written agreement of the School

Board, approve amendments to this DO or Map H which would cause or require the relocation or realignment of the road network depicted on Map H so as to either: (i) restrict or eliminate the required public road access to the school parcels selected by the School Board, or (ii) create an unsafe condition for the school sites which contravenes acceptable access management standards. This provision applies to public access serving the fourth elementary school once the location of said parcel is determined by the Developer and the School Board.

o. Recreation and Open Space

(1) The Developer shall comply with the provisions of Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, adopted by the Board of County Commissioners on January 29, 2002, and the Neighborhood Parks Ordinance, No. 02-26, as amended, subject to any variances granted under the ordinance. The Developer shall co-locate any required Neighborhood Parks with the Elementary School site V3 and the potential 4th elementary school site, if required, described in Section 5(n) unless (1) the approval of preliminary plans adjacent to the school sites prior to the DRI approval prevent such collocation, or (2) the Developer provides evidence acceptable to the DRC demonstrating that Land Development Code requirements or other governmental agency requirements prevent such collocation or (3) the School is already collocated with a District or Community Park.

(2) Within 90 days of written request by Pasco County, the Developer shall convey to Pasco County without compensation other than impact fee credits the following:

(a) A District Park Site comprising 80 contiguous, upland developable acres as depicted on Map H, with access from Mansfield Boulevard. The specific location and configuration of the site shall be acceptable to the Parks and Recreation Department and the Developer. The request for the District Park Site will be made no earlier than January 1, 2013.

(b) A Community Park Site comprising 16 contiguous, upland developable acres in Parcel M4A or another mutually acceptable location on DRI Map H, adjacent to the 24-acre Tennis Stadium site which already is subject to a Donation Agreement between the

Applicant/Owner and Pasco County (which will therefore provide a 40-acre Community Park site, inclusive of the Tennis Center). The specific location and configuration of the site shall be acceptable to the Parks and Recreation Department and the Developer. The 16 acres of the Community Park may include future right of way required by the county collector road system as required within the MRP. As an alternative, the Developer may provide a forty (40) acre Community Park Site elsewhere within the DRI subject to approval by the BCC and contingent upon the County deeding the twenty-four (24) acre tennis stadium site back to the Developer, subject to compliance with applicable law.

(3) The Developer shall receive credits in accordance with the land portion of the Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, as amended, for the 80-acre District Park Site and the 16-acre Community Park Site (but not for the 24-acre Tennis Center site which is to be donated to the County). The Developer shall receive impact fee credit against the land portion of the parks and recreation impact fee for the foregoing conveyances in the amount of Twenty Five Thousand and 00/100 Dollars ($25,000) per upland developable acre actually conveyed to Pasco County. Park Impact Fee Credits shall not begin to accrue until such conveyance is complete. All conveyances pursuant to this section shall be in accordance with Section 5(t)(3) of this DO. These requirements shall not affect any obligations of the Project relating to payment of applicable Parks and Recreation Impact fees if no credit is available pursuant to this Section 5.0 and the Parks and Recreation Impact Fee Ordinance. Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required contiguous, developable, upland acres, unless such areas are usable in accordance with Section 5(f)(5) of this DO.

(4) If a roadway conveyance or any park site conveyance creates a strip of land between the proposed access roads and the park site, the Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to Pasco County.

(5) The Developer shall provide all off-site infrastructure, including but not limited to, access roads, intersection improvements, stormwater drainage, and utilities (including but

not limited to water, sewer, electric, cable and telephone) to the proposed entrance to the park sites, and all such connections shall be brought to the physical boundaries of said site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to final plat or construction plan approval of fifty (50) percent of the specifically approved residential entitlements of the DRI or December 31, 2017, whichever comes first. In addition, the Developer shall convert to upland and mitigate for any isolated wetlands located within the park boundaries and designated for impacts on the park site location approval, prior to final plat or construction plan approval of fifty (50) percent of the specifically approved residential entitlements of the DRI or December 31, 2017, whichever comes first. To the extent necessary, Pasco County shall provide all necessary consents, easements, approvals, or other permit applications requested by the Developer that are necessary to provide such roads, utilities, and mitigation. Pursuant to Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, as amended, the Developer may enter into an agreement with Pasco County for park facility improvements. Credits/offsets against the facilities portion of the Parks and Recreation Impact Fee shall be granted pursuant to Section 3.04 of the Parks and Recreation Impact Fee Ordinance No. 02-03, subject to the Board entering into a separate written agreement with the Developer for the provision of such facilities within the District or Community park site.

p. Fire/Police/Libraries/General Government Services

(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 Developer shall pay applicable impact fees for libraries, fire/emergency medical services (EMS), law enforcement and general government service buildings, subject to impact fee credits as provided for herein and applicable impact fee ordinances.

(2) The Developer shall convey to the County without compensation other than impact fee credit, three (3) sites for (i) a general government service center, (ii) fire/EMS facility, and (iii) sheriff substation in one or more of the following parcels (unless the Developer and County

otherwise agree in writing): M7, M15, M4B, M6 or M8 of Map H. The specific location of each site shall be identified and agreed to by Pasco County and the Developer no later than the approval of the master plan for the Town Center in Parcel M7 by Pasco County. In addition, if Pasco County has not agreed to the specific location for each site prior to preliminary plan/preliminary site plan submittals for Parcels M15, M4B, M6 or M8, the Developer shall consult with the County Administrator, or his designee, regarding the location of the foregoing sites, and provide written evidence of the results of such consultation with the preliminary plan/preliminary site plan submittals for Parcels M15, M4B, M6 and M8. If Pasco County has agreed to locate any of the foregoing sites within any of the foregoing parcels, the preliminary plan/preliminary site plan submittal for such parcel shall depict the location, size and required infrastructure for such site. The fire/EMS site will be a maximum of 2 upland developable acres, and the sheriff substation will be a maximum of 1 upland developable acre (the County may agree to less acreage depending on the exact location and developer accommodation of parking, drainage/floodplain mitigation, etc.). The government services center site must be large enough to accommodate a 25,000 square foot building footprint for a 3-story building (total of 75,000 square feet) including sufficient parking, drainage/floodplain mitigation areas, etc., to accommodate such a building. Part of the government services center building may include a library. Subject to Pasco County and Sherriff's Office approval, the fire/EMS site and sheriff substation site may be combined into one site. Within 90 days of written request by Pasco County, each site, as applicable, shall be conveyed to the County and the Developer shall provide the County a legal description, sketch, and all other conveyance documents as required by the County for such site. The conveyances shall be deed-restricted to the foregoing governmental purposes. The Developer shall provide all off-site infrastructure, including but not limited to, access roads, intersection improvements, and utilities (including but not limited to water, sewer, electric, cable and telephone) to the proposed entrance to each site, and all such connections shall be brought to the physical boundaries of such site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to approval of the first record plat or construction plan approval

of fifty percent (50%) of the specifically approved residential entitlements in the DRI or as necessary to serve adjacent development or development within the Town Center. Except as set forth in this paragraph, the Developer shall not have any concurrency obligation(s) or DRI traffic mitigation obligations for such sites. The Developer shall allocate 75,000 square feet of office entitlement in Phase 3 for the government services building and Pasco County shall be responsible for any transportation proportionate share mitigation and/or any impact fees for such entitlements.

(3) In addition, the Developer shall mitigate any isolated wetlands located within each site's boundaries, if required to accommodate the improvements, prior to approval of the first record plat or construction plan approval of fifty percent (50%) of the specifically approved residential entitlements in the DRI or as necessary to serve adjacent development or development within the Town Center. To the extent necessary, Pasco County shall provide all necessary consents, easements, approvals, or other permit applications requested by Developer that are necessary for Developer to provide such roads, utilities, and mitigation. All conveyances shall be in a form acceptable to the County, free and clear of all liens, exempt from assessments and architectural/design requirements and/or design approval of all special districts, and exempt from all covenants and deed restrictions, except the specified public use.

(4) If a roadway conveyance adjacent to any of the foregoing site conveyances creates a strip of land between the proposed access road(s) and such site, the Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to Pasco County, to ensure road access to the site.

(5) Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required acreages for the foregoing conveyances, unless such areas are usable in accordance with Section 5(f)(5) of this DO.

(6) The Developer shall receive impact fee credit against the land portion of each applicable existing impact fee ordinance for the foregoing conveyances in the amount of Twenty Five Thousand and 00/100 Dollars ($25,000.00) per upland developable acre actually conveyed to

Pasco County. Impact fee credits for all applicable impact fee ordinances shall not begin to accrue until such conveyance is complete. Credits for sites containing more than one public facility (i.e. fire/EMS and law enforcement) shall be prorated based on the percentage of the site occupied by each creditable public facility determined by the County Administrator or his designee.

(7) Wiregrass Ranch 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 (8) The 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 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. The Developer shall comply as applicable with the Pasco County Hurricane Mitigation for New Development in the Hurricane Vulnerability Zone (HVZ) and For New Mobile Homes Ordinance, No. 04-42, adopted September 21, 2004.

r. Affordable Housing

(1) With respect to the various buildings actually constructed within Phases 1 through 4 of Wiregrass Ranch DRI, the following cash mitigation payments shall be required to voluntarily address the affordable housing needs of the County:

$100 per single family residential unit

$80 per multi-family residential unit

$0.35 per gross square foot of retail space

$0.25 per gross square foot of office space

No cash mitigation shall be required for affordable housing units provided in accordance with subsection r.(4) or r.(8).

(2) The cash mitigation payments shall be made prior to issuance of the certificate of occupancy as to each residential unit, and at the time of issuance of the final building permit for the tenant/occupant's interior build-out improvements as to all retail and office space.

(3) The cash mitigation payments shall be placed into a designated County special revenue fund for "Wiregrass Ranch DRI Affordable Housing Mitigation Fund" for a period of not less than three (3) years after final approval of this Development Order, pending the potential approval of one (1) or more "on-site" affordable housing programs as set forth below. At the end of said three (3) year period, Pasco County may utilize the then-existing special revenue fund and any future cash mitigation payments, in its discretion within its affordable housing program(s), if no such "on-site" program has been proposed and approved for the Project.

(4) In lieu of the cash mitigation payments required above, either in whole or in part, Wiregrass Ranch DRI may propose for TBRPC and Pasco County approval, one (1) or more "on-site" affordable housing programs to satisfy such obligation by one (1) or more of the following types of programs; provision of affordable rental or for-sale housing; provision of land for other affordable housing programs: provision of affordable rental or purchase subsidy assistance; provision of down payment, closing cost or other acquisition cost assistance; provision of financial assistance; or other affordable housing assistance deemed appropriate and suitable, in whole or in part, by TBRPC and Pasco County. If one or more such "on-site" programs are approved, then the funds in the mitigation special revenue fund above, shall be utilized for such program(s).

(5) This Section r. shall not apply to any building structure within Wiregrass DRI that has been issued a final certificate of occupancy (CO) as of the date of approval of this Development Order.

(6) The terms "affordable" or "affordable price" for purposes of subsection r. (4) above, shall mean a price that is affordable to a family with a median income that does not exceed

one hundred twenty (120) percent of the median income for the Tampa-St. Petersburg-Clearwater Standard Metropolitan Statistical Area (SMSA). For a housing unit to qualify as "affordable," the housing unit, or the larger development that includes the housing unit, must be designated as affordable by Pasco County's Community Development Manager consistent with the foregoing definition and applicable federal, state and local income and expense criteria for affordable housing, and the housing unit must be sold to a family that satisfies the foregoing income criteria, as determined by the County Community Development Manager.

(7) Pasco County will proceed diligently and in good faith with development of an ordinance to adopt mandatory affordable housing requirements throughout its jurisdiction, including DRI level and sub-DRI level development projects, and to apply substantially consistent requirements as set forth herein for Wiregrass DRI to all other pending or future DRI projects within Pasco County, Florida, on a non- discriminatory basis. If the County adopts affordable housing requirements and the required contributions are higher than the contributions required in the development order, development within the Wiregrass DRI that (i) has not already paid the contribution amounts set forth in subsection r.(2) above, or (ii) has not been mitigated for pursuant to subsection r.(4) above or r.(8) below, or (iii) is not otherwise exempt pursuant to the County affordable housing ordinance, shall thereafter pay the higher ordinance amount instead of the cash mitigation requirements in subsection r.(1).

(8) Without limiting programs which may be approved pursuant to subsection r.(4) above, the developer may satisfy such obligations, and receive credits against the required payments as follows:

(a) Assumable Equity Mortgage for Affordable Units Provided On-Site.

i. Any entity within the Wiregrass Ranch DRI that sells a housing unit at an affordable price with an assumable equity mortgage satisfying the requirements of this subsection shall be entitled to a credit against the required cash mitigation requirement at the

time the assumable equity mortgage is assigned to, and accepted by, Pasco County. An assumable equity mortgage is a mortgage equivalent to the difference in value between the affordable price for the housing unit and the appraised market price for the housing unit at the time it is sold, and provided to the seller of the housing unit in consideration for the seller agreeing to sell the housing unit at a reduced affordable price, which is sometimes referred to as an equity mortgage. To qualify for a credit against the required affordable housing cash payment, the assumable equity mortgage must: (a) be a recorded assignable and assumable first or second mortgage on the property, (b) require repayment at closing in the event the housing unit is resold at a price that is not affordable, (c) have a value that is no less the value of the credit for one housing unit, as calculated pursuant to the formula set forth below and (d) is sold to a household that earns less than 120% of the adjusted median income for the Tampa-St. Petersburg-Clearwater SMSA. In the event of a repayment of an assumable equity mortgage, the County shall utilize the repayment proceeds in accordance with subsection r.(3).

ii. Unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for a different credit amount, the amount of the credit for each assumable equity mortgage assigned to the County shall be determined in accordance with the following formula: ([$100* specifically approved single family units]+[$80*specifically approved multi-family units]+[$.35*specifically approved retail square footage]+[$.25*specifically approved office square footage])/($.10*specifically approved total dwellings for the project). For example, if the Wiregrass Ranch DRI is specifically approved for the following entitlements: 8,500 single family units, 4,000 multi-family units, 2,740,000 square feet of retail, and 1,200,000 square feet of office, the amount of the credit for each assumable equity mortgage assigned to the County would be $1,943.00, computed as follows:

([8500*$100]+[4000*$80]+[2,740,000'$.35]+[1,200,000*$.25]/(12,500*.1)=$1,943

(b) Donation or Reduced Sale of Land or Lots to a County Sponsored Affordable Housing Non-Profit.

i. Any entity within the Wiregrass Ranch DRI that donates, or sells for a reduced price, land or lots to a County sponsored affordable housing non-profit corporation to construct affordable housing units ("Non-Profit") shall be entitled to a credit against the required cash mitigation requirement at the time the land or lot is conveyed to the Non-Profit, and the value and unit yield of the land or lot(s) is confirmed in writing by the Pasco County Community Development Manager consistent with the credit calculation set forth below. To be eligible for credit, the land or lots conveyed to the Non-Profit must be acceptable to the County Community Development Manager.

ii. Unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for a different credit amount, the amount of the credit for land or lots donated, or sold for a reduced price, to a Non-Profit shall be the actual appraised market value of the land or lots conveyed less the price paid by the Non-Profit, not to exceed $30,000 per lot. In the event the conveyance involves land for more than one lot, or more than one dwelling unit can be built on the land conveyed, the maximum credit shall be $30,000 multiplied times the maximum number of units that can be built on the property pursuant to applicable DRI, Comprehensive Plan, zoning and land development code requirements (as determined by the County Community Development Manager after consultation with the County Development Director).

iii. Credits shall be issued to the entity that either (1) assigns the assumable equity mortgage in accordance with subsection r.(8)(a), or (2) donates or sells for a reduced price the land or lots in accordance with subsection r.(8)(b). Credits shall be issued by the County Community Development Manager. Credits, once established and issued, are assignable in accordance with the procedures set forth in the Transportation Impact Fee Ordinance. Credits are only assignable within the Wiregrass Ranch DRI, unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for assignment of credits to developments outside the Wiregrass Ranch DRI. Development in the Wiregrass Ranch DRI shall make the cash payments set forth in subsections r.(l) or r.(7) whenever it does not have County approved credits pursuant

subsection r.(8) sufficient to cover the required cash payments when they are due. Cash payments and credits may only be used to satisfy the affordable housing obligations set forth in this subsection r., and are not refundable or eligible for exchange for cash from the County, except to the extent the County-wide affordable housing ordinance discussed in subsection r.(7) allows for refunds.

s. Historical and Archaeological

Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Division of Historical Resources, and Pasco County to either protect and preserve the site(s) in place or to mitigate any adverse impacts consistent with the requirements in Rule 9J-2.043, FAC. This DO shall be amended to incorporate any required mitigation consistent with Rule 1A-46, FAC. If any significant resources are found, a Certificate of Appropriateness must be obtained from Pasco County pursuant to requirements of the Land Development Code.

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 Developer in accordance with the Rule 9J-2.0252, FAC.

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

(3) All conveyance(s) required pursuant to this DO shall be in a form acceptable to the Pasco County Real Estate Division, free and clear of all liens, excluded from the assessments of all special districts, and exempt from all covenants and deed restrictions.

(4) If there is an internal conflict between provision(s) of this DO, then the more stringent provision(s) shall prevail.

(5) 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 Developer shall be required to pay the fees from the point of such adoption, forward, subject to applicable credits, in accordance with the terms of the ordinance(s) or resolution(s).

(6) Should development significantly depart from the parameters set forth in the Application 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, Florida Statutes.

(7) Approval of Wiregrass Ranch DRI shall, at minimum, satisfy the provisions of Subsection 380.06(15), Florida Statutes, 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.

(8) 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.

u. Procedures

(1) Biennial Reports

(a) Monitoring of Wiregrass Ranch DRI by the County shall be the responsibility of the County Administrator or his designee.

(b) The Developer shall provide a biennial report on the required form to the Pasco County Planning & Growth Management Department, the TBRPC, and the DCA on the two (2) year anniversary date of final adoption of the Original DO as amended by the DO

Amendment on October 9, 2007 and every two (2) years thereafter during the term of this DO. The contents of the biennial report shall meet the requirements of Section 380.06(18), Florida Statutes and Section 9J-2.025(7) FAC, and shall include all additional data and information, as required in this DO.

(c) If the biennial report is not submitted within sixty (60) days after the due date, Pasco County shall notify the 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), Florida Statutes, as amended, until a public hearing has been held pursuant to Section 380.06(19), Florida Statutes, as amended, to determine if a substantial deviation has occurred.

(d) In addition to the required elements of the biennial report, the Developer shall include:

i. The cumulative number of units developed through the land use tradeoff mechanism.

ii. 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.

iii. A synopsis of all DRI and zoning amendments.

iv. A synopsis of ownership (major parcels).

v. A list of DRI/DO conditions of approval and whether the Developer has met the conditions.

vi. All applicable monitoring reports as identified in this DO for ground water, storm water, transportation, and environmental issues.

(2) Amendments/Substantial Deviations

Proposed changes to this DO are subject to review pursuant to the provisions of Section 380.06(19), Florida Statutes, as amended, prior to implementation of such

changes. Application to amend any provision of this DO shall be made on the required form (NOPC to a Previously Approved DRI), and shall be provided by the Developer to the TBRPC, DCA, and Pasco County.

(3) Notice of Adoption

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

(b) The Clerk of the Board of County Commissioners shall return five (5) signed and certified copies of this DO, the Notice of Adoption and an additional original executed Notice of Adoption to the Pasco County Planning & Growth Management Department. The Pasco County Planning & Growth Management Department shall then send copies of each document to the DCA, TBRPC, and to attorneys of record in these proceedings.

(c) The DO shall be deemed rendered upon transmittal of copies to all recipients identified in Chapter 380.06, Florida Statutes.

(4) Severability.

Each provision of this DO is material to the Board of County Commissioners approval of this DO. Accordingly, the provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of the resolution shall be suspended until such time that the Board of County Commissioners modifies the DO to address the illegal or invalid provision; provided, however, that such suspension shall not exceed nine (9) months in duration and such determination shall not affect the validity of 1) Limited exemption entitlements or DRI entitlements for which a complete application has been submitted, or approval has been received, for a preliminary plan, preliminary site plan, plat, construction plan, Building Permit, or CO; or 2) any DRI mitigation committed to or performed as of the date the determination is made. Notwithstanding the foregoing, the resolution shall not be suspended if the Applicant/Developer and

all affected successors or assigns agree to abide by all of the provisions of the resolution until an NOPC is adopted to modify the DO in order to address the illegal or invalid provision. NOPCs to the DO shall not be considered challenges to the DO, and decisions by the Board of County Commissioners regarding any NOPC or the like shall not have the effect of suspending the DO under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of this resolution and the challenged portion of the resolution is subsequently declared illegal or invalid, the resolution shall not be suspended and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third party challenge, the Applicant/Developer shall cooperate with the County to amend this resolution to address the portion which has been declared invalid or illegal.

DONE AND RESOLVED this 7th day of SEPTEMBER, 2010.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

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

PAT MULIERI ED.D., CHAIRMAN

APPROVED
SEP 07 2010
BOCC

EXHIBITS

A. Application* (ADA and Sufficiency Responses)

B. TBRPC DRI Final Report* and NOPC Report

C. Legal Description

D. Developer's Commitments

E. Land Use Schedule (Map H-3)

F. Land Use Equivalency Matrix

G. Map H – Master Plan

H. Proportionate Share Calculation

I. Wiregrass Ranch DRI Transportation Mitigation Table

J. Site Access/Intersections

K. Wetlands Categorization Map

L. Conservation Corridor

M. Settlement Agreement with Pasco County and FDOT dated December 22, 2006

N. Agreement with School Board

O. Agreement with Florida Department of Community Affairs dated October 8, 2004

P. Environmental Management Plan*

Q. Assignment of DRI Entitlements by Master Developer (as of September 7, 2010)

*Incorporated by reference only

EXHIBIT A

WIREGRASS RANCH DRI NO. 260

APPLICATION FOR DEVELOPMENT APPROVAL AND SUFFICIENCY RESPONSES*
&
NOTICE OF PROPOSED CHANGE APPLICATION

*INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND GROWTH MANAGEMENT DEPARTMENT

EXHIBIT B

WIREGRASS RANCH DRI NO. 260

TBRPC FINAL REPORT AND NOPC REPORT

Tampa Bay Regional Planning Council

NOPC

Notice of Proposed Change Report

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

DRI #260 - WIREGRASS RANCH
PASCO COUNTY

On May 6, 2009 (dated May 4, 2009), the Applicant submitted a Notice of Proposed Change application requesting modifications to the Development Order. Supplemental information was received on October 30, 2009 (dated the same) and January 20, 2010 (dated January 13, 2010). The latter correspondence included a "Declaration of Sufficiency," indicating that no additional information would be provided in conjunction with the NOPC application. The following provides a summary of project entitlements and history, a description of the proposal, and the Council recommendation.

PROJECT DESCRIPTION

On August 3, 2007, the Pasco County Board of County Commissioners rendered to the Tampa Bay Regional Planning Council (TBRPC) Resolution No. 08-06, a Development Order adopted on July 17, 2007. The Development Order granted specific approval for the first three (of four) project phases to Wiregrass Ranch, Inc. Specific approval of Phase 4 is contingent upon further transportation and air quality analyses. The mixed-use project is situated on 5,100-acres in south-central Pasco County, east of the Seven Oaks DRI and S.R. 581, south of S.R. 54, southwest of the New River DRI, west of the Wesley Chapel DRI and north of the Meadow Pointe DRI. The Development Order currently expires on December 31, 2020.

The project has was amended once, on October 9, 2007 (Resolution No. 07-291), to resolve an appeal by the Florida Department of Community Affairs, whereby Exhibit I was amended to clarify the Phases 2 and 3 proportionate share mitigation requirements.

PROPOSED CHANGES UNDER THIS NOPC

The Applicant has requested authorizations for the following modifications of the Development Order:

- change the Developer of Record to "Locust Branch, LLC;
- modify the Land Use Equivalency Matrix to potentially allow the introduction of Industrial uses and to modify the extent of flexibility of approved uses from 10% "per phase" to 10% of the "total specifically approved entitlements";
- modify the Master Development Plan (Map H) to reflect: an exchange of locations (and associated project entitlements) between Parcels O3 and M13; redesignate Parcel "V4" as Parcel "M18" (to allow mixed uses); add 50± acres of Parcel "S3" to Parcel "O3" (to allow Office development); increase the size of the Town Center (Parcel "M7") to 138± acres and Parcel M15 by 10± acres; reduce the size of Parcel S4 by 148± acres; establish a Parcel "S3A"; designate 80 acres of Parcel S5 as a County Park; convert approximately

220 acres of Parcel "S5" to new Parcels "M17" and "M19"; slightly amend the boundaries for Parcel C-8; designate approximately 21± acres of former Parcel M4A as County Park; depict the proposed realignment of Bruce B. Downs Blvd.; and rename "Porter Boulevard" to "Wiregrass Ranch Boulevard";

- modify Exhibit E/Map H-3/"Land Use Schedule" (i.e. contains project acreages and designates parcel development by phase) to reflect changes in Parcel acreages and entitlement allocations reflected above and to "be consistent with the Development Order";
- modify Exhibit I (entitled "Wiregrass DRI Transportation Mitigation Terms and Conditions") to: reflect renaming of "Porter Boulevard" as "Wiregrass Ranch Boulevard"; extend the due dates associated with the required "Letters of Credit"; increase the Phase 1 proportionate share credit for the hospital and medical office employment center uses; allocate entitlements attributable to each pipeline improvement and the subphasing of improvements 6 and 7; and update the proportionate share costs to reflect July 2009 FDOT cost indexes; and add "the Pasco County 2 year extension to construction start dates and financial assurance column; and
- modify the Land Use Table to: correct a scriveners error to: recognize that 1,000 (not 400) of the Phase 1 and 1,500 (not 600) of the Phase 2 Single-Family Residential units will be housing units for the elderly, consistent with the transportation analysis and Map H-3; and to establish 90,000 sq. ft. of Medical Office as a subset of their approved 400,000 sq. ft. of General Office uses approved for Phase 1;
- modify numerous tables within Exhibit H to reflect the use of June 2009 FDOT cost indexes;
- extend the buildout dates associated with Phases 1 - 3 (to December 31, 2019) and the Development Order expiration date (to December 31, 2023), each by a period of three years;
- recognize the conversions of: 34 Single-Family residential units (from Phase 3) for 9,180 sq. ft. of Medical Office to be advanced to Phase 1; and 84 Single-Family residential units (from Phase 3) to 707-student Community College campus to be advanced to Phase 1;

The following constitutes the proposed/revised phasing schedule that shall be recognized within the amendatory language. The associated revisions are inclusive of the revisions requested above:

LAND USE		PHASE 1 (2019)	PHASE 2 (2019)	PHASE 3 (2019)	PHASE 4[3] (2023)	TOTAL[3]
RESIDENTIAL	#	6,000	5,126	382[2]	1,000	12,908[2]
	(Single-Family)	(4,000)[1]	(4,000)[1]	(382)[2]	(0)	(8,382)[2]
	(Multi-Family)	(2,000)	(1,526)	(0)	(1,000)	(4,526)
RETAIL	**Sq. Ft.**	1,580,800	800,000	340,000	460,000	3,180,800
OFFICE	**Sq. Ft.**	310,000	599,080	400,000	875,000	2,184,080
MEDICAL OFFICE	**Sq. Ft.**	99,180[2]	0	0	0	99,180[2]
HOTEL	**Rooms**	120	0	0	0	120
HOSPITAL	**Beds**	100	0	0	0	100
COMM. COLLEGE	**Students**	707[2]	0	0	0	707[2]
SCHOOLS/ELEMENTARY	#	1	1	1	1	4

1. Single-Family residential entitlements are inclusive of 1,000 "elderly housing units" within Phase 1 and 1,500 within Phase 2.
2. Reflected entitlements are inclusive of a Land Use Equivalency Matrix conversion requests included in the October 30, 2009 NOPC responses. The conversions cumulatively requested conversions of 118 Single-Family units (from Phase 3) for 9,180 sq. ft. of Medical Office and a 707-Student Community College campus, each to be advanced to Phase 1.
3. Specific approval of Phase 4 is contingent upon further transportation and air quality analyses.

CONSISTENCY WITH SUBSECTION 380.06(19), FLORIDA STATUTES

Subsections 380.06(19)(c), 380.06(19)(e)2.a., 380.06(19)(e)2.d., 380.06(19)(e)2.i. and 380.06(19)(e)3, F.S. identify the provisions applicable to this proposal. These citations reads as follows, respectively:

> *"An extension of the date of buildout of a development, or any phase thereof, by more than 7 years shall be presumed to create a substantial deviation subject to further development-of-regional-impact review. An extension of the date of buildout, or any phase thereof, of more than 5 years but not more than 7 years shall be presumed not to create a substantial deviation... These presumptions may be rebutted by clear and convincing evidence at the public hearing held by the local government.* ***An extension of 5 years or less is not a substantial deviation****. For the purpose of calculating when a buildout or phase date has been exceeded, the time shall be tolled during the pendency of administrative or judicial proceedings relating to development permits. Any extension of the buildout date of a project or a phase thereof shall automatically extend the commencement date of the project, the termination date of the development order, the expiration date of the development of regional impact, and the phases thereof if applicable by a like period of time. In recognition of the of the 2007 real estate market conditions, all phase, buildout, and expiration dates for projects that are developments of regional impact and under active construction on July 1, 2007, are extended for 3 years regardless of any prior extension. The 3-year extension is not a substantial deviation, is not subject to further development-of-regional-impact review, and may not be considered when determining whether a subsequent extension is a substantial deviation under this subsection."*

> *"changes in the name of the project, developer, owner, or monitoring official"* is not a substantial deviation.

> *"changes in the configuration of internal roads that do not affect external access points"* is not a substantial deviation.

> *"Any renovation or redevelopment within a previously approved development of regional impact which does not change land use or increase density or intensity of use"* is not a substantial deviation. However, by contrast, the introduction of a new land use (Light Industrial) could be presumed to constitute 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 (c) shall be presumed to create a substantial deviation. This presumption may be rebutted by clear and convincing evidence."* [underline has been added to express intended provisions of current application]

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. *Locust Branch, LLC will be responsible for all biennial reporting and is a replacement as Developer of Record, not an addendum.* (October 30, 2009 correspondence/Response to TBRPC #1/Page 17)

2. *Additional impacts to wetlands and/or natural resources of regional significance are not anticipated by the proposed revisions to Map H.* (October 30, 2009 correspondence/Response to TBRPC #3/Page 17)

3. The Applicant has requested the designation of a Parcel S3A based on a "real estate sale to Pulte Homes." *It is important to separate this parcel on Map H to clarify the limits of ownership and entitlement allocations as provided in the D.O.* (October 30, 2009 correspondence/Response to TBRPC #4.G./Page 19)

4. *No changes to the Development Agreement are required to address the changes proposed in the NOPC as the existing Development Agreement only addresses the construction of SR 56, which is unaffected by this NOPC. An additional Development Agreement will be proposed to reflect the changes proposed in the NOPC, subsequent to approval of an Amended and Restated Development Order issued in response to this NOPC.* (October 30, 2009 correspondence/Response to TBRPC #9/Page 22)

5. *Light Industrial shall be restricted* (in location) *to "M" or "O" parcels that have a Mixed use future land use designation, or other land use classification that allows for Light Industrial.* (October 30, 2009 correspondence/Response to Pasco County #3/Page 30)

6. *The Applicant will continue to work with the Parks Department to determine the appropriate time to dedicate the park facilities* [in accordance with Development Order Conditions 5.o.2.a. & 5.o.2.b.]. (October 30, 2009 correspondence/Response to Pasco County #7/Page 31)

7. *The revision of Phase 1 costs proposed in Exhibit I, does not result in changes to the Phase 1 mitigation tables. The costs on both the proportionate share and mitigation tables for Phase 1 were adjusted accordingly. The Applicant understands that the Phase 1 mitigation as required shall be constructed regardless of cost and Phase 1 mitigation projects remain the same.* (October 30, 2009 correspondence/ Response to Pasco County #16/Page 34)

8. *There are no land use or entitlement revisions proposed as a result of the acreage changes. The acreage changes are proposed to deal with situations like the shifting alignment of Wiregrass Ranch Boulevard.* (October 30, 2009 correspondence/Response to URS #6/Page 38)

9. *With footnote (3)* [of the Phase 1 Pipeline Projects table], *the Applicant is requesting that any excess Phase 1 proportionate share credit be applied against, or credited to, the required Phase 2 proportionate share.* (January 13, 2010 correspondence/Response to TBRPC #2.a./Page 1)

10. *The Phase 1 Office was originally approved and included 90,000 sq. ft. of Medical Office as shown on Map H-3. The original Development Order table did not identify this Medical Office separately so it will be added to the Development Order land use table as a separate land use... With this land use table revision for Medical Office, a corresponding 90,000 sq. ft. shall be reduced from the "Office" total in the table. Finally, the conversion of Phase 3 residential units to 9,180 Medical Office are also included within the NOPC, therefore the Medical Office will be 99,180 sq. ft. in Phase 1.* (January 13, 2010 correspondence/ Response to TBRPC #3./Page 2)

11. The Applicant "acknowledged" that by changing parcel boundaries and sizes, the potential exists for the creation of parcels that are too small to be developed without wetland impacts (e.g. Parcel M19) and that such approval, if granted, should not serve as future justification for further wetland impacts. (January 13, 2010 correspondence/Response to TBRPC #4./Page 2)

12. The Applicant has requested a three year extension (of the initial five years) for the phase buildout and Development Order expiration dates granted to all Developments of Regional Impact under Subsection 380.06(19)(c), F.S. This particular citation (in part) species that "An extension of 5 years or less is not a substantial deviation." It is hereby stated that the project **did not qualify** for the three-year extension granted under the latter portion of Subsection 380.06(19)(c), F.S. (i.e. 2007 legislative revisions) since the Development Order was not initially adopted until July 17, 2007 and therefore couldn't have met the pre-requisite to be under "active" construction on July 1, 2007. Additionally, the project **did not qualify** for the two-year extension recognized in SB 360 (2009 legislative revisions) since the *current* phase buildout dates fall outside the specified window of September 1, 2008 to January 1, 2012, a pre-requisite for such extension. (January 13, 2010 correspondence/Response to TBRPC #6/Page 3).

13. *The maximum and minimum table* [associated with the Land Use Equivalency Matrix] *will be added to Exhibit F in the final Development Order adopted by Pasco County along with the removal of any formulas not approved by Pasco County.* The associated "minimum: and "maximum" levels shall be reasonable and acceptable to Pasco County. (January 13, 2010 correspondence/Response to TBRPC #11.a./Page 4)

14. Since Wiregrass Ranch is part of the "Short Distance Rail Service Corridor - Wesley Chapel to Tampa," *the Applicant will work with the County and consider the planned corridor in future planning on Wiregrass.* (January 13, 2010 correspondence/Response to Pasco County #9/Page 7)

15. Mansfield Boulevard will provide the access to the Count's 80-acre park site. (January 13, 2010 correspondence/Response to Pasco County #10.c./Page 8)

16. *The* [16-acre] *county park will have direct access to Wiregrass Ranch Boulevard.* (January 13, 2010 correspondence/Response to Pasco County #10.d./Page 8)

17. The County has made references (and acknowledged by Applicant) to the potential construction of a "multi-sports complex" within the NOPC application (January 13, 2010 correspondence/Responses to Pasco County #10.c. & #10.e./Page 8). No clarification and/or response was provided by the Applicant as part of the NOPC application. However, based on a subsequent conversation with Pasco County staff, if constructed on the future Community Park parcel, these future amenities would be limited to **recreational** sports fields (i.e. football, baseball & soccer) and a possible concession stand. It is Council's staff's opinion that these particular uses, if constructed, would not warrant classification as a "Single (or Serial) Performance facilities within the Wiregrass Ranch DRI. However, any deviation from these named amenities may subject the proposal to further DRI review and analyses.

18. The Applicant has proposed revisions to the Land Use Equivalency Matrix, including the introduction of Light Industrial to the project and modifications to the "minimums" and "maximums" associated with each project use. Pasco County shall determine the extent of flexibility for these uses and incorporate the revised Matrix (with corresponding "minimums" and "maximums") within the amendatory language.

19. Pasco County shall recognize and incorporate the Proposed/Revised Master Development Plan ***(Exhibit 2*** of this Report) and the corresponding listing of entitlements (***Exhibit 3*** of this Report) into the amendatory language.

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 be expected upon inclusion of the recommendations/representations stated in the Discussion above within the amendatory language, as may be appropriate.

EXHIBIT 1
GENERAL LOCATION MAP

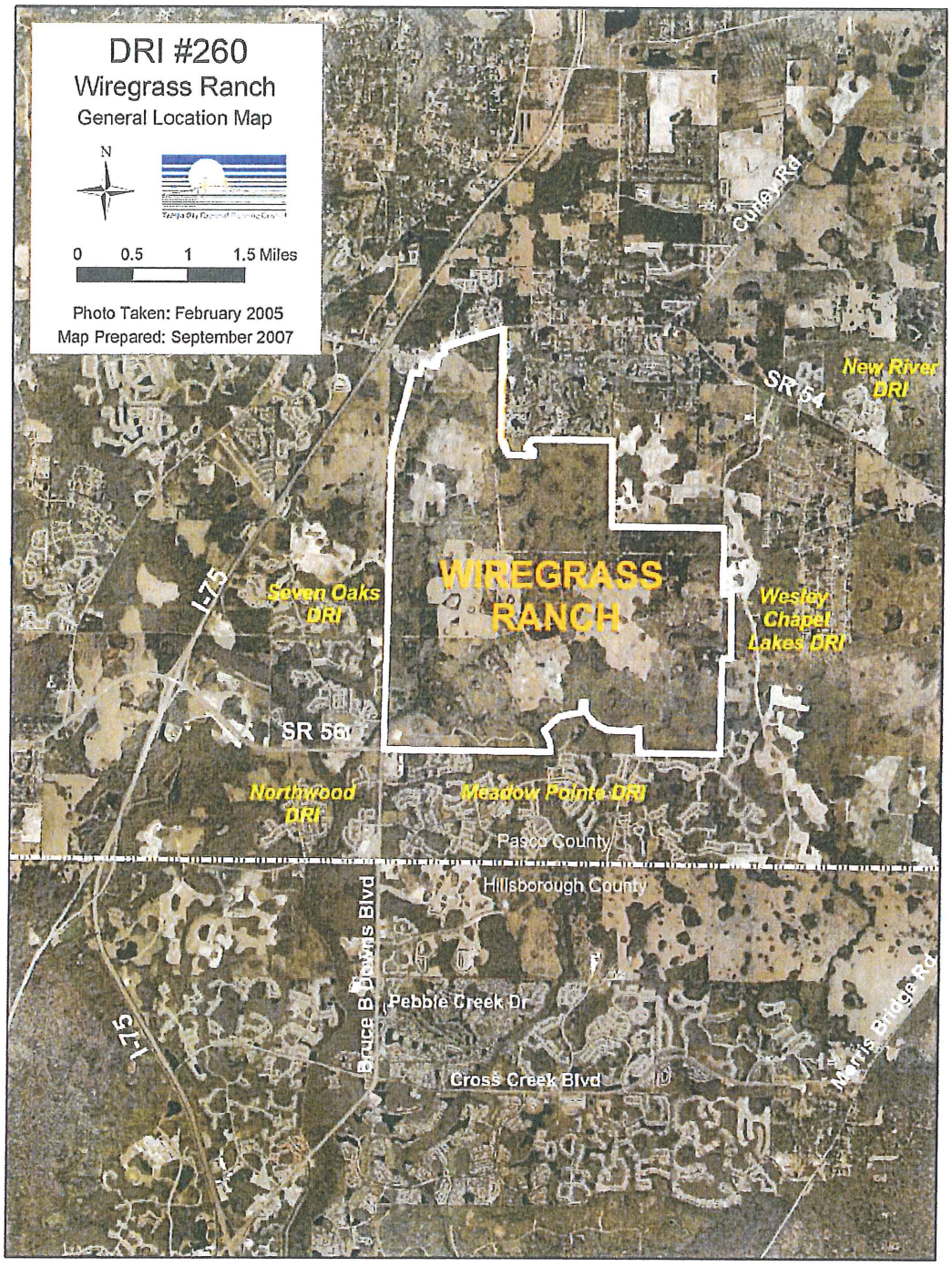
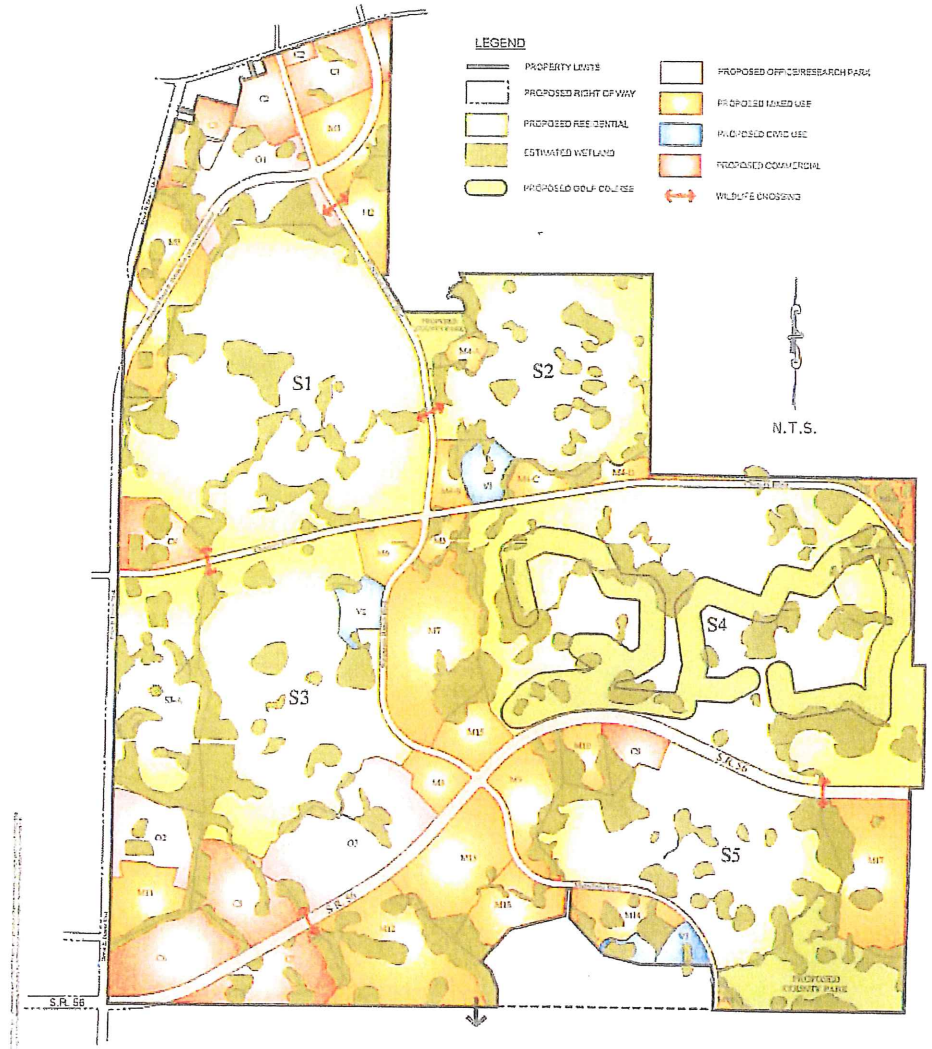


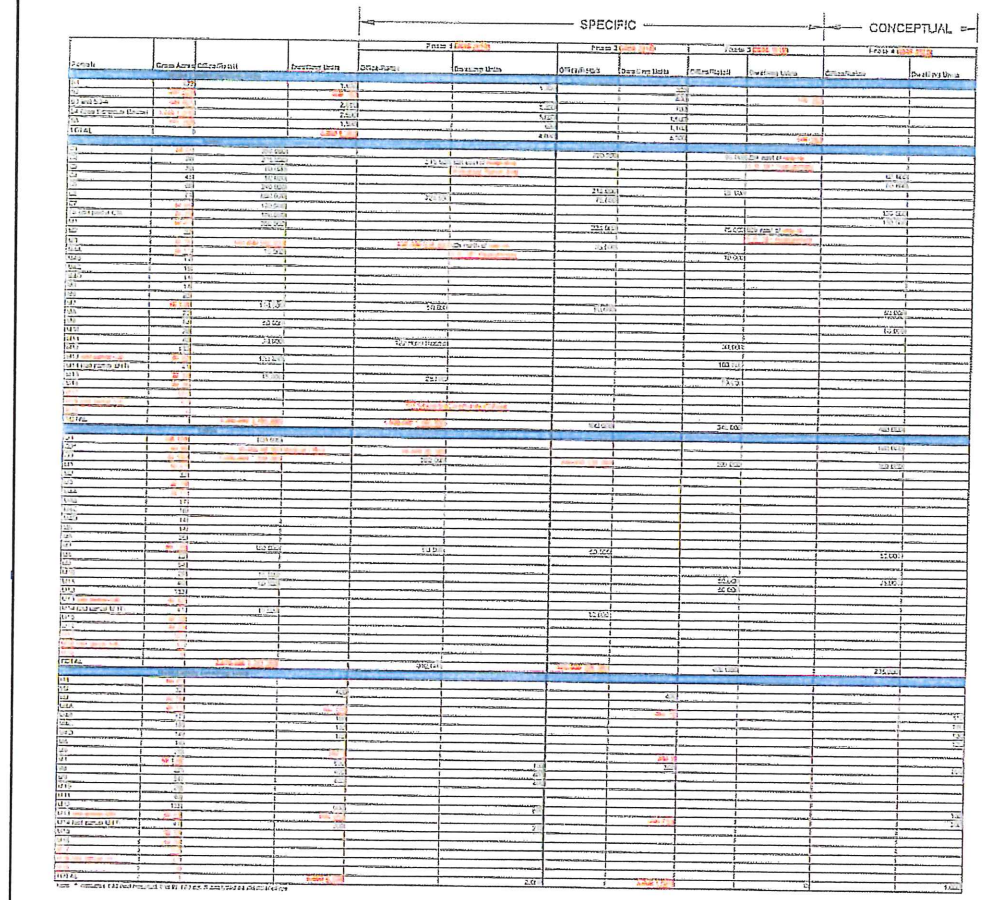
EXHIBIT 2
PROPOSED/REVISED MASTER DEVELOPMENT PLAN (MAP H)

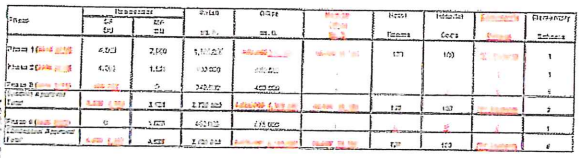


SEE MAP H-3 (EXHIBIT E) FOR PROPOSED LAND USE BY PARCEL AND PHASE

WIREGRASS RANCH PASCO COUNTY, FLORIDA	MAP H MASTER DEVELOPMENT PLAN REVISED 10/23/09	King ENGINEERING ASSOCIATES, INC.	JOB NO. 3778-001-000 DATE 11-11-04 SCALE N.T.S.

EXHIBIT 3
MAP H-3 (PROPOSED)





*THE PROPOSED ENTITLEMENTS SCHEDULE BY PARCEL SHOWN ABOVE IS ESTIMATED AND SUBJECT TO THE APPROVED TRADE OFF MATRIX AND CONDITIONS WITHIN THE APPROVED DEVELOPMENT ORDER.

NOTES:

1. PARCEL S4 IS AN ACTIVE ADULT COMMUNITY, ITE CODES 251 & 252 ASSUMED IN TRANSPORTATION ANALYSIS.
   PHASE 1: TOTAL 1,020 UNITS
   ELDERLY DETACHED: 420 UNITS
   ELDERLY ATTACHED: 600 UNITS
   PHASE 2: TOTAL 1,500 UNITS
   ELDERLY DETACHED: 600 UNITS
   ELDERLY ATTACHED: 900 UNITS

2. PARCEL 6-2 INCLUDES A 120 BED HOSPITAL & [redacted] SQ. FT. MEDICAL OFFICE.

3. PARCELS V1, V2 AND V3 ARE ELEMENTARY SCHOOL SITES.

Revised: 10-23-2009

WIREGRASS RANCH PASCO COUNTY, FLORIDA	MAP H-3 LAND USE SCHEDULE	King ENGINEERING ASSOCIATES, INC.	JOB NO. 3778-001-000 DATE: 3-13-2009 SCALE: N.T.S.

Tampa Bay Regional Planning Council

Chair
Commissioner Jack Mariano

Vice-Chair
Jill Collins

Secretary/Treasurer
Commissioner Larry Bustle

Executive Director
Manny Pumariega

June 25, 2010

Mr. Scott Sheridan
Planning Department Manager
King Engineering Associates, Inc.
4921 Memorial Highway, Suite 300
Tampa, FL 33634

Subject: ***DRI #260 - Wiregrass Ranch, Notice of Proposed Change, Pasco County***

Dear Mr. Sheridan:

Council staff has completed our review of your June 18, 2010 e-mail and accompanying attachments. This e-mail pertained to potential allowance of a Attraction/Recreation Facility component within the project as part of the pending Wiregrass Ranch NOPC application.

The following comments concerning the proposed revision to the Trade-off Matrix are provided:

1. The Attraction & Recreation Facility (ARF) land use is a combination of the ITE Land Uses for Ice Skating Rink (ITE LUC 465) and Specialty Retail (ITE LUC 814). Trips for the ARF land use have been established as the average of the average for the two LUCs indicated. This has resulted in a trip generation rate of 2.54 trips per 1,000 square feet, and is considered acceptable.

2. The applicant has also included a trip rate per seat for the ARF in Exhibit F, the Wiregrass DRI Land Use Equivalency Matrix. The Ice Skating Rink has a trip generation rate based on the number of seats, however, the Specialty Retail land use does not. Therefore, a trip rate per seat should not be used or listed in the revised matrix.

If you should have any questions, please do not hesitate to contact me (ext. 29) or Mr. Roy Chapman (727/849-7588) as may be appropriate. Thank you.

Sincerely,

John M. Meyer
DRI Coordinator

4000 Gateway Centre Boulevard, Suite 100 · Pinellas Park, FL 33782
Phone: 727-570-5151 · Fax: 727-570-5118 · www.tbrpc.org

cc: David Evans
Bill Merrill, Esq.
Cynthia Spidell, Pasco County
David Goldstein, Pasco County
Dan Santos, FDOT
Bernard Piawah, FDCA
Domingo Noriega, URS

EXHIBIT C

WIREGRASS RANCH DRI NO. 260

LEGAL DESCRIPTION

II. LEGAL DESCRIPTION (of the entire Wiregrass Ranch DRI):

ALL THAT PORTION OF SECTIONS 7, 17, 18, 19, 20, 21, 22, 27, 28, 29 AND 30, ALL IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.00°29'59"W., ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1,530.52 FEET TO THE INTERSECTION OF SAID EASTERLY LINE OF SECTION 7 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (AS IT NOW EXISTS) FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.00°29'59"W., ALONG SAID EAST LINE OF SECTION 7, A DISTANCE OF 1,112.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 7; THENCE S.00°17'31"W., A DISTANCE OF 2,644.07 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE S.00°17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.89°54'52"W., A DISTANCE OF 122.50 FEET; THENCE S.32°00'57"E., A DISTANCE OF 901.62 FEET; THENCE N.89°54'52"E., A DISTANCE OF 1,235.69 FEET; THENCE N.01°21'00"W., A DISTANCE OF 34.15 FEET; THENCE N.58°17'36"E., A DISTANCE OF 18.29 FEET; THENCE N.10°07'36"E., A DISTANCE OF 47.77 FEET; THENCE N.15°01'14"W., A DISTANCE OF 37.26 FEET; THENCE N.00°16'25"W., A DISTANCE OF 34.10 FEET; THENCE N.28°14'49"W., A DISTANCE OF 48.81 FEET; THENCE N.35°23'51"W., A DISTANCE OF 35.73 FEET; THENCE N.42°01'17"W., A DISTANCE OF 74.66 FEET; THENCE S.53°29'29"W., A DISTANCE OF 3.88 FEET; THENCE N.67°22'47"W., A DISTANCE OF 56.94 FEET; THENCE N.66°07'39"W., A DISTANCE OF 43.71 FEET; THENCE N.61°50'08"W., A DISTANCE OF 36.84 FEET; THENCE N.84°10'42"W., A DISTANCE OF 46.39 FEET; THENCE S.66°03'28"W., A DISTANCE OF 43.33 FEET; THENCE S.70°44'48"W., A DISTANCE OF 50.36 FEET; THENCE N.28°06'22"W., A DISTANCE OF 18.09 FEET; THENCE N.26°14'40"E., A DISTANCE OF 55.86 FEET; THENCE N.46°01'59"E., A DISTANCE OF 51.53 FEET; THENCE N.07°56'04"W., A DISTANCE OF 51.58 FEET; THENCE N.88°45'05"E., A DISTANCE OF 27.00 FEET; THENCE N.49°32'44"E., A DISTANCE OF 37.70 FEET; THENCE N.24°21'42"E., A DISTANCE OF 40.47 FEET; THENCE N.70°30'07"E., A DISTANCE OF 30.27 FEET; THENCE N.66°14'45"E., A DISTANCE OF 33.96 FEET; THENCE N.41°18'54"E., A DISTANCE OF 43.25 FEET; THENCE N.81°19'08"E., A DISTANCE OF 29.73 FEET; THENCE S.76°54'12"E., A DISTANCE OF 43.86 FEET; THENCE N.27°45'10"E., A DISTANCE OF 52.04 FEET; THENCE N.18°00'53"W., A DISTANCE OF 45.22 FEET; THENCE N.25°30'52"W., A DISTANCE OF 22.26 FEET; THENCE N.84°40'35"E., A DISTANCE OF 60.61 FEET; THENCE N.11°10'34"E., A DISTANCE OF 16.14 FEET; THENCE N.81°20'00"W., A DISTANCE OF 73.87 FEET; THENCE N.27°24'42"W., A DISTANCE OF 30.32 FEET; THENCE N.27°24'42"W., A DISTANCE OF 19.26 FEET TO THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17, N.89°54'52"E., A DISTANCE OF 3,787.37 FEET TO THE SOUTHEAST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.00°09'55"W., ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 3,972.39 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 21, S.89°35'53"E., A DISTANCE OF 2,659.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 21, S.89°32'37"E., A DISTANCE OF 2,656.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S.00°01'39"E., ALONG THE EAST LINE OF SECTION 21 A DISTANCE OF 2,640.26 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 21; THENCE S.00°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 21 A DISTANCE OF 1,037.80 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.89°54'24"E., A DISTANCE OF 270.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.00°09'58"W., A DISTANCE OF 1,600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE S.00°16'42"W., A DISTANCE OF

815.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE N.89°54'24"W., A DISTANCE OF 270.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27, SAID POINT ALSO BEING ON THE EAST LINE OF SAID SECTION 28; THENCE S.00°16'42"W., ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 4,472.09 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE N.89°56'42"W., ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 2,652.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°34'44"W., A DISTANCE OF 1,172.72 FEET; THENCE LEAVING SAID LINE N.00°25'16"E., A DISTANCE OF 395.38 FEET TO A POINT OF CURVATURE; THENCE 506.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,940.00 FEET, DELTA 14°56'41", CHORD BEARING AND DISTANCE N.07°03'04"E., 504.59 FEET; THENCE N.89°34'44"W., A DISTANCE OF 1,421.64 FEET; THENCE N.75°14'58"W., A DISTANCE OF 737.43 FEET; THENCE N.43°32'32"W., A DISTANCE OF 1,001.00 FEET; THENCE N.02°23'47"E., A DISTANCE OF 35.94 FEET; THENCE N.02°23'47"E., A DISTANCE OF 536.40 FEET; THENCE N.86°22'56"W., A DISTANCE OF 120.03 FEET; THENCE S.02°23'47"W., A DISTANCE OF 538.96 FEET; THENCE S.75°15'08"W., A DISTANCE OF 1,105.62 FEET; THENCE S.41°40'57"W., A DISTANCE OF 878.18 FEET; THENCE S.48°19'03"E., A DISTANCE OF 283.03 FEET; THENCE S.20°01'02"E., A DISTANCE OF 408.18 FEET; THENCE S.00°06'28"W., A DISTANCE OF 330.06 FEET TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 29; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 29, N.89°58'04"W., A DISTANCE OF 2,518.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N.89°58'27"W., ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 2,675.07 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 30; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 30, N.89°58'40"W., A DISTANCE OF 2,602.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) (A 200' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. N.00°29'34"E., A DISTANCE OF 13,100.79 FEET TO A POINT OF CURVATURE; 2. THENCE 1,389.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 5,629.80 FEET, DELTA 14°08'19", CHORD BEARING AND DISTANCE N.07°33'44"E., 1,385.72 FEET; 3. THENCE N.14°37'52"E., A DISTANCE OF 3,183.89 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.75°21'08"E., A DISTANCE OF 353.01 FEET; THENCE N.14°37'03"E., A DISTANCE OF 201.80 FEET; THENCE N.75°23'12"W., A DISTANCE OF 292.99 FEET; THENCE S.14°38'06"W., A DISTANCE OF 10.00 FEET; THENCE N.75°16'55"W., A DISTANCE OF 59.94 FEET; THENCE N.14°41'33"E., A DISTANCE OF 55.90 FEET; THENCE S.75°22'18"E., A DISTANCE OF 81.92 FEET; THENCE S.66°23'33"E., A DISTANCE OF 38.47 FEET; THENCE S.75°21'54"E., A DISTANCE OF 177.94 FEET; THENCE N.55°20'58"E., A DISTANCE OF 30.59 FEET; THENCE N.14°38'33"E., A DISTANCE OF 296.41 FEET; THENCE S.75°21'37"E., A DISTANCE OF 791.07 FEET; THENCE N.14°37'57"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N71°41'15" E., A DISTANCE OF 207.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 310.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.71°41'15" E., A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.18°18'45" E., A DISTANCE OF 310.00 FEET; THENCE N.71°41'15" E., A DISTANCE OF 245.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (R/W VARIES); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. N.71°40'25"E., A DISTANCE OF 580.63 FEET; 2. THENCE N.71°43'50"E., A DISTANCE OF 187.70 FEET; 3. THENCE N.18°18'45"W., A DISTANCE OF 20.00 FEET; 4. THENCE N.71°41'08"E., A DISTANCE OF 1,301.84 FEET TO A POINT OF CURVATURE; 5. THENCE 637.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5,729.58 FEET, DELTA 06°22'41", CHORD BEARING AND DISTANCE S.74°54'21"E., 637.49 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 7 AND THE POINT OF BEGINNING.

CONTAINING 5,118.640 ACRES, MORE OR LESS

EXHIBIT D

WIREGRASS RANCH DRI NO. 260

DEVELOPER'S COMMITMENTS

SECTION III - DEVELOPER COMMITMENTS
DRI #260 - WIREGRASS RANCH
PASCO COUNTY

The following commitments have been made in the Application for Development Approval (ADA), the First Sufficiency Response (SR1), the Second Sufficiency Response (SR2), the Third Sufficiency Response (SR3), the Fourth Sufficiency Response (SR4) or the Fifth Sufficiency Response (SR5):

GENERAL

1. *The historic agricultural operations will continue during buildout of the DRI project, on portions of the ranch not yet acquired by the developers. Wiregrass Ranch, Inc. will maintain a prudent fencing program to segregate and control the cattle operations from the development areas.* (ADA/Page 10-4 & SR3/Page 10-4 [Revised General Project Description])

2. *Maximums and minimums of each land use have been added to the revised Exhibit 10-1* [i.e. proposed Land Use Equivalency Matrix]. *The Applicant will accept a 40% limit as suggested by TBRPC.* (SR2/Page 10-1)

3. *The age-restricted parcels will have Covenants, Conditions and Restrictions in accordance with the Federal Housing for Older Persons Act requiring, at a minimum, that at least 80% of the homes will have at least one occupant who is 55 years or older, with no one under 19 years of age in permanent residence (defined as more than 90 days in any 12-month period).* (SR3/Page 10-1)

4. *Applicant has agreed to reserve 252-acres of office parcels (which could accommodate 18,406,930 s.f. at F.A.R. of 3.0 and .27 on the Mixed Use and Res-3 parcels) for a period of 10 years to assist the County's goal of encouraging employment centers, with 1.2-million square feet of office uses and a 100-bed hospital to be specifically approved as part of Phases 1-3.* (SR3/Page 10-5)

5. The Applicant has agreed to provision which would not allow conversions from Office (or reserved land area) to other project uses and a requirement for Pasco County Development Review Committee to approve all requested conversions from Office uses. (SR3/Page 10-6)

6. The Applicant has acknowledged that a DO condition will be imposed to "require a re-analysis, if the proposed build out dates are not achieved. In addition... there will be no time extensions allowed in the DO for the build out date for the amount of time this project will be and have been under review." (SR3/Page 21-22)

7. *The Applicant... points out the following "public" sites already accommodated by Wiregrass Ranch, or already committed: Public High School Site, Public Middle School Site, Four Elementary School Sites, National Tennis Center Site, Regional Hospital Site, Public Library Site, Governmental Services Site, Fire/EMS Facility Site, Sheriff's Operations Facility Site, and Employment Center(s).* (SR4/Page 9-4)

8. *The Applicant will agree to this proposed trade-off* [i.e. 474 multi-family units for 199,080 sq. ft. of Office] *in Phase 3 of the DRI should the 1:1 jobs to housing ratio not be met at that time.* (SR5/Page 10-1)

9. *Parcel S4... has been analyzed as elderly units... and will be deed-restricted.* (SR5/Page 10-4)

VEGETATION AND WILDLIFE

1. *No listed species will be taken without specific approval from or coordination with the FFWCC, which protects and/or regulates the above species* [e.g. epiphytic orchids, wild pine air plants and pitcher plants]. *Currently there are no proposed impacts to the habitats harboring the above listed species. Protection of these resources will be incorporated during design and permitting.* (SR1/Page 10-10)

2. *Wetland H25, within which this species* [Hooded pitcher plant] *is located on the subject property, will remain intact in the post-development condition.* (SR1/Pages 12-2 & 19-7)

3. *Development on Wiregrass Ranch will not significantly affect wading bird or bald eagle populations at off-site locations. Site plans call for preservation of the majority of onsite wetlands, particularly the high quality wetlands that are utilized by wading birds.* (SR1/Page 12-3)

4. *There will be more shallow, wet habitat areas in the post-development condition of the project than exist in the current condition. Therefore, the proposed project will not result in any net habitat loss or adverse impacts to wetland-dependent wildlife.* (SR1/Page 12-4)

5. [Due to the existence of Tampa Butterfly Orchid, Green Fly Orchid and Giant Wild Pine Air plant] *There are no specific wetland impacts proposed for the forested wetland area located in map grids D24 and D25 in the western portion of the project.* (SR1/Page 12-5)

6. *The Applicant... intends to provide a plan that maintains and improves those onsite habitat areas that are determined to be regionally significant natural resources - specifically the onsite Riverine Habitat areas. These areas will be incorporated into the overall plan as habitat corridors that will serve to link onsite habitats as well as offsite habitats and resources.* (SR2/Page 10-5)

7. *The upland and wetland areas where the Giant wild pine air plant occur...will also be preserved within an onsite wildlife corridor in the western portion of the property. The Pine lily, which occurs within upland buffers and shallow, transitional wetland fringes, will likely remain onsite since the majority of onsite wetlands will be avoided by site development and will includde an average 25-foot upland buffer. Maintenance of these areas in their natural condition should ensure the future survival of these plant species on the Wiregrass property.* (SR2/page12-6)

8. *Roadway crossings of selected streams within the Wiregrass property, where necessary to provide access to developable upland areas, will include appropriately sized culverts to maintain adequate hydrologic connectivity. Wildlife undercrossings (box culverts) will also be specified at such crossings to enable post-development wildlife movement.* (SR2/Page 12-7)

9. *The Applicant agrees to conduct pre-development breeding season surveys for listed species including the Florida sandhill crane (within appropriate onsite wetland habitats), Sherman's fox squirrel (within onsite woodland pasture or live oak hammock areas subject to development), wood storks and wading birds (within appropriate nesting habitat subject to development impacts). It is understood that such surveys will only be required when proposed development activities within any onsite parcel will immediately precede or coincide with the recognized breeding season for these listed species (i.e., between late January and May for the Florida sandhill crane and wood stork, between June and September for wading birds, and either May through August or November through March for Sherman's fox squirrel).* (SR4/Page 12-1)

10. *Onsite creation mitigation areas are being designed and constructed so as to create a matrix of shallow and deep zones which will serve to maximize potential for wading bird foraging opportunities and will potentially afford additional habitat for nesting by Florida sandhill cranes.* (SR4/Page 12-2)

WETLANDS

1. *There will be no effort to further drain the site or lower wetland hydroperiods by way of drainage ditch construction. Where such artificial drainage ditches do occur, each will be assessed individually for potential abandonment at the construction plan development stage.* (ADA/Page 13-3)

2. *With 377± acres of creation mitigation identified on the conceptual site plan, the current plan represents greater than 2 acres of wetland creation for each acre to be impacted.* (ADA/Page 13-8)

3. *Wetland buffers will be provided as well as the maintenance of acceptable hydroperiods.* (ADA/Page 14-4)

4. *While certain offsite connectivity locations for these roadways are fixed (pre-determined by local government), the Applicant intends to propose an alignment for each of these roadways that accomplishes avoidance and minimization of wetland impacts to the greatest extent practicable. Similarly, site plans for each of the individual residential development parcels will include avoidance and minimization of wetland impacts (especially to higher quality wetlands) to the greatest extent practicable.* (SR1/Page 13-8)

5. *Prior to permitting and site development for any portion of the project, onsite wetlands will be delineated, surveyed and field verified/approved by the appropriate regulatory agencies to further refine the jurisdictional boundaries of onsite wetlands.* (SR2/Page 13-1)

6. *[In order to facilitate the development of viable wetland habitats in close proximity to active production wells], Applicant agrees to consult with Tampa Bay Water regarding the creation of any wetlands within the southwestern portion of the site (Parcels C5, C6, C7 and M12).* (SR2/Page 13-4)

7. *The golf course is not to be located in the environmentally sensitive north/south wetland corridor... The Applicant has agreed to design the golf course in conformance with the Audubon Signature Silver Program.* (SR3/Page 10-12)

8. *The Applicant agrees to show* [all conservation easements, wildlife corridors and wildlife crossing locations with buffer areas] *on all future plan submittals.* (SR3/Page 13-1)

9. *The Applicant will commit to design the stormwater management system to provide full treatment prior to discharge into Wetland H25.* (SR3/Page 13-4)

10. *The Applicant further commits to the provision of a natural upland buffer around the perimeter of Wetland H25 which will have an average width of greater than 25', with portions of the buffer expanding well beyond 25' in width. In addition, the proposed stormwater treatment ponds adjacent to Wetland H25 will serve to further buffer the wetland from surrounding residential lots and roadways in the post-development condition.* (SR3/Page 13-4)

11. *In order to promote long-term persistence of the existing pitcher plant colony associated with Wetland H25, the applicant will implement a management plan for this wetland. The management plan (under the responsibility of the CDD)* [Developer Clarification: or other permanent maintenance entity] *will include semi-annual mechanical thinning of invasive woody (shrubs & small trees) and weedy (grasses and tall herbs) vegetation. Removal of any grass or leaf build up (by use of hand rakes or other non-invasive means) will also occur during these periodic maintenance events.* (SR3/Page 13-4)

12. *This wetland* [Wetland H25] *will be preserved (as will other wetlands within the project) via recording of a conservation easement to be dedicated to Pasco County or the CDD* [Developer Clarification: or other permanent maintenance entity]. (SR3/Page 13-4)

WATER QUALITY

1. *Accepted engineering practices will be utilized within on-site retention, detention, and filtration stormwater management facilities.* (ADA/Page14-3)

2. *On-site surface waters within Wiregrass Ranch DRI will be protected from construction impacts by various measures, including the use of staked hay bales and silt screen fences in order to reduce both erosion and sediment transport into wetland areas.* (ADA/Page 14-4)

3. *The deeper clayey semi-confining unit materials will not be excavated for stormwater pond/lake construction; therefore, they will remain in place and provide protection to the Floridan Aquifer system.* (SR1/Page 14-1)

4. *During the project design phase, prior to permitting, as required by SWFWMD and Pasco County, the project geotechnical engineer will perform a geotechnical assessment of each proposed stormwater pond/lake area, via a series of Standard Penetration Test borings per ASTM D-1586...* (SR1/Page 14-8)

5. *The Applicants will provide SWFWMD Public Awareness Brochures such as "Protect Your Family and Our Water Resources from Household Chemicals" and "Florida Friendly Landscaping" within its sales and leasing centers...* (SR1/Page 14-11)

6. *As presented within Exhibit 14-5, Wiregrass "Ecosystem and Watershed Planning" narrative and the riverine habitat corridor exhibit, the Applicant is also providing a ±250 acre open space corridor adjacent to this resource* [i.e. on-site tributary to Trout Creek] *to further protect it in the post development condition* [Developer Clarification: as depicted in the ADA]. (SR2/Page 10-3)

7. *The Applicant does not propose any golf course in, or adjacent to, the North South Wetland Corridor Preservation Area.* (SR2/Page 10-12)

8. *The Applicant will create a Groundwater Management Plan to include groundwater and surface water monitoring. The Applicant will consult with FDEP on background water quality sampling points and monitoring requirements.* (SR2/Page 14-2)

9. *The issue of sinkhole potential will be properly and carefully evaluated in any significant site planned or contemplated effluent holding or storage ponds, and in specific larger scale building or structures areas where deep SPT borings are necessary to the limestone level for prudent geotechnical evaluation/assessment. Appropriate subsurface remediation and/or site plan changes will be made, if necessary, based on geotechnical studies specifically designed related to this matter, at the time such studies are warranted.* (SR2/Page 14-9)

10. *The applicant commits to preparing a groundwater monitoring plan, and will incorporate this requirement into the Development Order as a condition of approval.* (SR2/Page 14-10)

11. *The Applicant understands the environmental sensitivity of these off-site water resources* [i.e. Trout Creek, Clay Gully/Locust Branch and other tributaries to the Hillsborough River] *and has agreed to provide a significant buffer to the Category I wetland on-site that is a tributary to Trout Creek* [Developer Clarification: as depicted in the ADA]. (SR3/Page 10-11)

12. *The Applicant has agreed to include these items* (i.e. Phase I Assessment, all historical test bore subsurface data, and a focus on site-specific areas where rapid or direct discharge of reclaimed water to the Floridan aquifer is to be avoided] *in the Groundwater Monitoring Plan.* (SR3/Page 14-1)

SOILS

1. *Buildings will be constructed on compacted fill material, with habitable structures sufficiently elevated to be at or above the determined 100-year flood elevation.* (ADA/Page 15-1)

2. *The Applicant further agrees to notify Tampa Bay Water in the event of a sinkhole occurrence during site development.* (SR2/Page 15-1)

3. *At least one pond boring will be provided at each stormwater pond/lake location for the project...* (SR3/Page 15-2)

FLOODPLAINS

Finished floor elevations of habitable buildings will be located one foot above the determined Base Floor Elevation in accordance with Pasco County's flood damage prevention ordinance. (ADA/Page 16-2)

WATER SUPPLY

1. *The developers of Wiregrass Ranch DRI will practice water conservation in both residential and non-residential development... Irrigation systems' designs will utilize the best design principles for water conservation and efficient application.* (ADA/Page 17-4)

2. *The stormwater management plan will place particular emphasis on these methods to enhance water quality by using natural biological mechanisms for the breakdown of pollutants and nutrient uptake.* (ADA/Pages 14-3 & 19-2)

3. *The applicant will provide infrastructure and pipelines for reclaimed water, and is negotiating with Pasco County regarding the availability of reclaimed water to serve the project. Provided the County can supply reclaimed water to Wiregrass, the Applicant is committed to install the pipeline on-site to make this resource available to the residents.* (SR2/Page 17-1)

4. *The Applicant agrees to* [the following] *conditions being placed in the Development Order as stated below...: (SR4/Page 8-1)*

   Water Rights and Water use Permits. In consideration of Pasco County's agreement to provide potable water service to Wiregrass DRI, the Developer and its successors and assigns agree to the following:

   A. *In the event of production failure or shortfall by Tampa Bay Water, as set forth in Section 3.19 of the Interlocal Agreement creating Tampa Bay Water, the Developer, regardless of the permitted use, shall grant Pasco County access to, and shall cooperate with, the County in the allocation of water generated within the project pursuant to any and all Water Use Permits or water use rights the Developer may have to use or consume surface or groundwater with Pasco County.*

   B. *Prior to the Developer releasing, transferring, or selling any water or Water Use Permits or water use rights, the Developer shall notify Pasco County, and Pasco County shall have the right of first refusal to purchase such water or Water Use Permits or water use rights.*

WASTEWATER MANAGEMENT

1. *Permanent septic tanks will not be used in Wiregrass Ranch DRI.* (ADA/Page 18-3)

2. *Temporary septic storage tanks may be used for temporary sales trailers and construction trailers. These facilities will be disposed of off-site as appropriate. No discharge of temporary septic tanks is anticipated on-site.* (SR1/Page 18-2)

EXHIBIT E

WIREGRASS RANCH DRI NO. 260

LAND USE SCHEDULE (MAP H-3)

				SPECIFIC						CONCEPTUAL	
				Phase 1 (2019)		Phase 2 (2019)		Phase 3 (2019)		Phase 4 (2023)	
Parcels	Gross Acres	Office/Retail	Dwelling Units	Office/Retail	Dwelling Units	Office/Retail	Dwelling Units	Office/Retail	Dwelling Units	Office/Retail	Dwelling Units
Single Family Dwelling Units											
S1 and S3-A	856		2,000 (see Exh Q)		2,000						
S2	325		452				320		132		
S3	422		1,600		600		1,000				
S4 (See Schedule Below)	1,006		2,500	18 Hole Golf Course	1,000		1,500				
S5	232		743		400		343				
TOTAL			7,295		4,000		3,163		132		
Retail											
C1	51	250,000				200,000		50,000	25k east of		
C2	36	255,000 (see Exh Q)		255,000	30K east of				S.R. 581 Realignment		
C3	30	60,000			Wiregrass Ranch Blvd					60,000	
C4	45	(see Exh Q)									
C5	66	233,601 (see Exh Q)		233,601							
C6	71	820,000 (see Exh Q)		820,000							
C7	64	120,000								120,000	
C8	25	100,000								100,000	
M1	47	300,000				225,000		75,000	50k east of		
M2	32								S.R. 581 Realignment		
M3	78	472,199		197,199	60k north of	250,000		25,000			
M4A	11	10,000			S.R. 581 Realignment			10,000			
M4B	17										
M4C	16										
M4D	14										
M5	14										
M6	25										
M7	138	150,000		50,000		50,000				50,000	
M8	73	75,000				75,000					
M9	54	80,000								80,000	
M10	26										
M11	40	30,000	120 hotel rooms	120 Hotel Rooms				30,000			
M12	133										
M13	82	100,000						100,000			
M14	41										
M15	32	75,000		25,000				50,000			
M16	26										
M17	101	50,000								50,000	
M18	47		707 Students (see Exh Q)	707 Students	Community College						
M19	4										
M20	79	300,000 Att. & Rec. Fac.	360 hotel rooms	300,000 Att. & Rec. Fac.	360 Hotel Rms						
TOTAL		3,180,800		1,580,800		800,000		340,000		460,000	
Office											
O1	117	500,000								500,000	
O2*	56	99,180 Med Office	100 Hosp Beds (see Exh Q)	99,180 Med Office	100 Hosp Beds						
O3	118	1,049,080		60,000		539,080		150,000		300,000	
M1	47										
M2	32										
M3	78										
M4A	11										
M4B	17										
M4C	16										
M4D	14										
M5	14										
M6	25										
M7	138	150,000		50,000		50,000				50,000	
M8	73										
M9	54										
M10	26	25,000								25,000	
M11	40										
M12	133										
M13	82										
M14	41	10,000				10,000					
M15	32										
M16	26										
M17	101										
M18	47										
M19	4										
M20	79	200,000 ,100k Med Office		200,000 ,100k Med Office							
TOTAL		1,934,080		310,000		599,080		150,000		875,000	
Multi Family Dwelling Units											
M1	47										
M2	32		400				400				
M3	78										
M4A	11		226				76				150
M4B	17		100								100
M4C	16		130								130
M4D	14		120								120
M5	14										
M6	25										
M7	138		600		100		300				200
M8	78		400		400						
M9	54		400		400						
M10	26										
M11	40										
M12	133		900		800						100
M13	82		950				750				200
M14	41		300		300						
M15	32										
M16	26										
M17	101										
M18	47										
M19	4										
M20	79										
TOTAL			4,526		2,000		1,526				1,000

Note: " includes 100 bed hospital. The 99,180 sq. ft analyzed as medical office*

Phase	Residential SF DU	Residential MF DU	Retail sq. ft.	Office sq. ft.	Medical Office sq. ft.	Hotel Rooms	Hospital Beds	Community College	Attraction and Recreation Facility (sq.ft.)	Elementary Schools	Golf Course (holes)
Phase 1 (2019)	4,000	2,000	1,580,800	310,000	199,180	480	100	707 F.T.E Students	300,000	1	18
Phase 2 (2019)	3,163	1,526	800,000	599,080	0	0	0	0	0	1	0
Phase 3 (2019)	132	0	340,000	150,000	0	0	0	0	0	1	0
Specific Approval Total	*7,295*	*3,526*	*2,720,800*	*1,059,080*	*199,180*	*480*	*100*	*707 F.T.E. Students*	*300,000*	*3*	*18*
Phase 4 (2023)	0	1,000	460,000	875,000	0	0	0	0	0	1	0
Conceptual Approval Total	*7,295*	*4,526*	*3,180,800*	*1,934,080*	*199,180*	*480*	*100*	*707 F.T.E. Students*	*300,000*	*4*	*18*

***THE PROPOSED ENTITLEMENTS SCHEDULE BY PARCEL SHOWN ABOVE IS ESTIMATED AND SUBJECT TO THE APPROVED TRADE OFF MATRIX (EXHIBIT F) AND SECTIONS 4.b, 4.e, and 5.a OF THE APPROVED DEVELOPMENT ORDER.**

A) Map H-3 is subject to the approved Development Order, and specifically Section 4.b, Section 4.e, and Section 5.a thereof.

B) The DRI Entitlements depicted on Map H-3 represent the conceptual allocation of DRI Entitlements throughout Wiregrass Ranch DRI. Assignment of DRI Entitlements to specific parcels is controlled and governed solely by Section 4.e of the Development Order and the Assignment of Wiregrass DRI Entitlements required thereby.

C) DRI Entitlements that have been assigned by the Master Developer to a specific parcel are identified in Exhibit Q of the Development Order.

D) Map H-3 shall be updated as required by the Development Order.

NOTES:

1. SINGLE FAMILY RESIDENTIAL INCLUDES AN ACTIVE ADULT COMMUNITY, ITE CODES 251 & 252 ASSUMED IN TRANSPORTATION ANALYSIS.
- **PHASE 1: TOTAL 1,000 UNITS**
  - **ELDERLY DETACHED: 400 UNITS**
  - **ELDERLY ATTACHED: 600 UNITS**
- **PHASE 2: TOTAL 1,500 UNITS**
  - **ELDERLY DETACHED: 600 UNITS**
  - **ELDERLY ATTACHED: 900 UNITS**

2. PARCEL 0-2 INCLUDES A 100 BED HOSPITAL & 99,180 SQ. FT. MEDICAL OFFICE.

3. PARCELS V1, V2 AND V3 ARE ELEMENTARY SCHOOL SITES.

Revised: 8-30-2010

WIREGRASS RANCH
PASCO COUNTY, FLORIDA

MAP H-3
LAND USE SCHEDULE

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
ENGINEERING LICENSE #00002610
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL kingtk@kingengineering.com

JOB NO. 3778-001-000
DATE: 3-13-2009
SCALE: N.T.S.

H:\PLANNING\projects\3778\001\000\DPC\Map H-3 Date.dwg, August 30, 2010 4:45 PM, CDL, King Engineering Associates Inc.
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EXHIBIT F

WIREGRASS RANCH DRI NO. 260

LAND USE EQUIVALENCY MATRIX

EXHIBIT F

WIREGRASS DRI LAND USE EQUIVALENCY MATRIX
(Revised 07/16/2010)

ITE LUC		To Single Family (Units)	To Multi Family (Units)	To Town House (Units)	To Elderly Housing Detached (Units)	To Elderly Housing Attached (Units)	To Office (1,000 s.f.)	To Retail (1,000 s.f.)	To Medical Office (1,000 s.f.)	To Hospital (1 bed)	To Golf Course (1 hole)	To Hotel (1 occupied room)	To Jr/Community College (1 FTE student)	To General Light Industrial (1000 s.f.)	To Attractions & Recreation Facility (1000 s.f.)
210	From Single Family - Detached	-	1.63	1.94	3.88	9.18	0.68	0.27	0.27	0.78	0.37	1.44	8.42	1.03	0.36
220	From Multi Family units	0.61	-	1.19	2.38	5.64	0.42	0.17	0.17	0.48	0.23	0.89	5.17	0.63	0.22
230	From S.F. Attached/Townhouse units	0.51	0.84	-	2	4.73	0.35	0.14	0.14	0.4	0.19	0.74	4.33	0.53	0.18
251	From Elderly Housing Detached units	0.26	0.42	0.5	-	2.36	0.17	0.07	0.07	0.2	0.09	0.37	2.17	0.27	0.09
252	From Elderly Housing Attached units	0.11	0.18	0.21	0.42	-	0.07	0.03	0.03	0.08	0.04	0.16	0.92	0.11	0.04
820	From Retail (1,000's sq. ft.)	3.71	6.05	7.21	14.42	34.09	2.52	-	1.01	2.88	1.37	5.36	31.25	3.83	1.33
720	From Medical Office (1,000's sq. ft.)	3.68	6	7.15	14.31	33.82	2.5	0.99	-	2.86	1.36	5.31	31.00	3.80	1.32
430	From Golf Course (1 hole)	2.71	4.42	5.27	10.54	24.91	1.84	0.73	0.74	2.11	-	3.91	22.83	2.80	0.97
610	From Hospital (1 bed)	-	-	-	-	-	0.87	-	0.35	-	-	1.86	10.83	1.33	-
310	From Hotel (1 occupied room)	0.69	1.13	1.35	2.69	6.36	0.47	0.19	0.19	0.54	0.26	-	5.83	0.71	0.25
540	From Jr/Community College (1 FTE student)	-	-	-	-	-	0.08	-	0.03	0.09	-	0.17	-	0.12	0.04
710	From Office (1,000 sq. ft.)	-	-	-	-	-	-	-	0.40	-	-	-	-	1.52	-
110	From General Light Industrial (1,000's sq. ft.)	-	-	-	-	-	0.66	-	0.26	0.75	-	1.40	8.17	-	0.35
n/a	Attractions & Recreation Facility (1,000 sq.ft.)	2.79	4.55	5.42	10.85	25.64	1.89	0.75	0.76	2.17	1.03	4.03	23.50	2.88	-

Note:
1. Office may be exchanged for medical office and light industrial uses subject to the requirements of the Dev. Order.
2. Hospital beds may be exchanged for office, medical office and light industrial uses subject to the requirements of the Dev. Order.
3. The land use trade-offs may occur pursuant to the thresholds defined within the Development Order and the table below.
4. Trip rate of 2.82 was used for the proposed Attraction & Recreation Facility, which was based on the weighted average of the PM peak hour trip rates for Ice Skating Rink (ITE LUC 465) and Shopping Center (ITE LUC 820).

Land Use	Proposed	Min. Dev.	Max. Dev.
Residential	10,825	9,743	11,908
Office (msf)	1.06	0.95	1.17
Medical Office	0.2	0.18	0.22
Retail (msf)	2.72	2.45	2.99
Hospital (beds)	100	90	110
Hotel rooms	480	432	528
Attractions and Recreation Facilities (ARF)	300,000	270,000	330,000
Community College (f.t.e. students)	707	636	778
Golf Course (holes)	18	9	27

Land Use	PM Peak Hour Trip Generation Rate
Single Family Detached (unit)	1.01
Single Family Attached/Townhouse (unit)	0.52
Multifamily (unit)	0.62
Elderly Detached (unit)	0.26
Elderly Attached (unit)	0.11
Office (1,000s.f.)	1.49
Retail (1,000s.f.)	3.75
Medical Office (1,000s.f.)	3.72
Hospital (bed)	1.3
Golf Course (hole)	2.74
Hotel (room)	0.7
Community College (FTE student)	0.12
Light Indusrial (1,000 s.f.)	0.98
Attractions and recreation Facility(1,000s.f.)	2.82

EXHIBIT G

WIREGRASS RANCH DRI NO. 260

MAP H – MASTER PLAN



SEE MAP H-3 (EXHIBIT E) FOR PROPOSED LAND USE BY PARCEL AND PHASE

WIREGRASS RANCH PASCO COUNTY, FLORIDA	**MAP H** MASTER DEVELOPMENT PLAN REVISED 5/12/10	King ENGINEERING ASSOCIATES, INC. 4921 MEMORIAL HIGHWAY ONE MEMORIAL CENTER, SUITE 300 TAMPA, FLORIDA 33634 ENGINEERING LICENSE #00002610 PHONE 813 • 880 • 8881 FAX 813 • 880 • 8882 E-MAIL king@kingengineering.com	JOB NO. 3778-001-000 DATE: 11-11-04 SCALE: N.T.S.

H:\PLAN\WG\Projects\3778\001\000\Exhibits\Map H\Ex1 MAP H.dwg, Plotted 03-Aug, August 2, 2010 8:23 AM, CCL, King Engineering Associates Inc.
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EXHIBIT H
PROPORTIONATE SHARE CALCULATIONS

TABLE 21-15A
WIREGRASS DRI PHASE 1
PROPORTIONATE SHARE
REVISED 10/26/2009

Roadway	From	To	2009 Peak Hour Project NB/EB	2009 Peak Hour Project SB/WB	No. Lane	PM Peak Hour Capacity Before Improvement NB/EB	PM Peak Hour Capacity Before Improvement SB/WB	Require Imp	PM Peak Hour Capacity After Improvement NB/EB	PM Peak Hour Capacity After Improvement SB/WB	Percent Contribution NB/EB	Percent Contribution SB/WB	Length Mile	Cost/ Mile* (June '09) NB/EB	Cost/ Mile* (June '09) SB/WB	Total Project Cost (June '09)	Ref.	Proportionate Share per Direction (June '09) NB/EB	Proportionate Share per Direction (June '09) SB/WB	Total Proportionate Share
C.R. 577 (Curley Rd)	S.R. 54	Zwest	187	200	2DL	720	580	4DL	1550	1260	22.53%	29.41%	0.71	$7,155,535	$7,155,535	$10,160,860	(12)	$1,144,627	$1,494,244	$2,638,871
S.R. 581	S.R. 56	County Line Rd	825	773	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	1.00	$4,581,549	$4,581,549	$9,163,098	(11)	$4,581,549	$4,581,549	$9,163,098
BB Downs Blvd	County Line Rd	Pebble Creek Dr.	733	686	4DL	1860	1530	8DL	3540	2900	43.63%	50.07%	1.37	$14,697,927	$14,697,927	$40,272,320	(4)	$8,785,598	$10,082,778	$18,868,376
I-275	I-75 / County Line Rd	Bearss Ave.	317	296	4F	4040	4040	6F	6100	6100	15.39%	14.37%	6.80	$6,242,206	$6,242,206	$84,894,003	(3)	$6,531,893	$6,099,161	$12,631,074
I-75	S.R. 54	S.R 56	247	264	4F	2890	2890	6F	4460	4460	15.73%	16.82%	6.64	$22,464,600	$22,464,600	$44,929,600	(11)	$3,534,271	$3,777,521	$7,311,792
I-75	S.R. 54	S. R 56	221	236	4F	2940	2940	8F	6150	6150	6.88%	7.35%	3.48	$13,732,328	$13,732,328	$27,464,655	(11)	$945,434	$1,009,604	$1,955,039
I-75	S.R. 56	I-275	395	370	4F	2940	2940	6F	4550	4550	24.53%	22.98%	1.67	$7,232,173	$7,232,173	$14,464,347	(11)	$1,774,353	$1,662,052	$3,436,405
I-75	C.R. 581	Fletcher Ave.	257	241	4F	3580	3580	6F	5530	5530	13.18%	12.36%	4.34	$6,242,206	$6,242,206	$54,182,349	(3)	$3,570,478	$3,348,191	$6,918,669
S.R. 52	C.R. 581	Pasco Rd	53	57	2UL	670	820	4DL	1480	1810	6.54%	5.76%	1.31	$9,850,248	$9,850,248	$25,807,651	(1)	$644,324	$742,948	$1,587,272
S.R. 52	Pasco Rd	I75	97	91	2UL	670	820	4DL	1480	1810	11.98%	9.19%	0.72	$9,850,248	$9,850,248	$14,164,358	(1)	$849,310	$651,907	$1,501,216
S.R. 54	Mckendree Road	C.R. 577	58	55	2UL	670	820	4DL	1480	1810	7.16%	5.56%	2.46	$9,850,248	$9,850,248	$48,463,222	(1)	$1,735,103	$1,346,201	$3,081,304
S.R. 54	Collier PKWY	Livingston	221	207	4DL	1530	1860	8DL	2900	3540	7.50%	8.61%	1.81	$14,163,749	$14,163,749	$28,327,499	(11)	$1,062,281	$1,219,943	$2,282,225
S.R. 54	Livingston	S.R. 56	235	220	4DL	1530	1860	8DL	2900	3540	16.13%	12.32%	0.62	$1,475,613	$1,475,613	$2,951,226	(11)	$238,037	$181,817	$419,853
C.R. 54	S.R. 56	Magnolia	99	105	2UL	760	630	4DL	1620	1330	11.51%	15.00%	3.25	$22,637,547	$22,637,547	$45,275,094	(13)	$2,605,950	$3,395,632	$6,001,582
C.R. 54	Magnolia	I-75	243	227	4DL	1330	1620	6DL	2000	2450	36.27%	27.35%	1.31	$4,620,193	$4,620,193	$12,104,905	(13)	$2,195,143	$1,655,309	$3,850,453
S.R. 54	CR 577	Meadow Pointe Blvd.	252	269	2UL	860	700	4DL	1860	1530	25.20%	32.41%	1.00	$9,850,248	$9,850,248	$19,700,497	(1)	$2,482,263	$3,192,430	$5,674,692
S.R. 54	Meadow Pointe Blvd.	New River Road	229	244	2UL	820	670	4DL	1810	1480	23.13%	30.12%	2.74	$9,850,248	$9,850,248	$53,979,361	(1)	$6,243,067	$8,130,225	$14,373,292
S.R. 54	New River Road	Morris Bridge Rd.	142	151	2UL	860	700	4DL	1860	1530	14.20%	18.19%	0.73	$9,850,248	$9,850,248	$14,381,363	(1)	$1,021,077	$1,308,184	$2,329,261
S.R. 56	S.R. 54	I-75	268	251	4DL	1530	1860	6DL	2230	2790	38.29%	26.99%	0.27	$10,851,835	$10,851,835	$5,859,991	(5)	$1,121,770	$790,784	$1,912,553
S.R. 56	SR 581	Commercial entrance	880	824	2UL	860	700	6DL	2790	2290	45.60%	51.82%	0.58	$6,847,167	$6,847,167	$7,942,714	(14)	$1,810,774	$2,058,112	$3,868,886
S.R. 56	Commercial Entrance	Porter Boulevard	782	732	2UL	860	700	4DL	1860	1530	78.20%	88.19%	1.03	$4,196,853	$4,196,853	$8,645,517	(15)	$3,380,397	$3,812,360	$7,192,757
S.R. 56	Porter Boulevard	Wesley Chapel Blvd	394	369	2UL	860	700	4DL	1860	1530	39.40%	44.46%	1.70	$4,196,853	$4,196,853	$14,269,299	(15)	$2,811,052	$3,171,910	$5,982,962

Total Cost: *$604,523,686*
Pasco: *$425,175,014*
Hillsborough: *$179,348,672*

Link Total *$125,567,847*

Source:District 7 June 2009 Transportation Costs and Detailed Concept Plans
ROW costs below are estimated based on the D7 Transportation Cost: (Total construction cost - scope contingency) x 120%= ROW, CEI = 15% of Construction, Design = 15% of Construction

	Scope Contingency (June '09)	Subtotal Construction Column from FDOT Tables (June '09)	TOTAL CONSTRUCTION (June '09)	ROW (June '09)	DESIGN & CEI (June '09)	TOTAL (June '09)	Cost/Mile per Direction (June '09)
(1) Add 2 land to existing 2 lane	$1,743,407	$6,973,627	$8,717,034	$8,368,352	$2,615,110	$19,700,497	$9,850,248
(2) Add 2 lane to existing 6 lane	$2,311,460	$9,245,841	$11,557,301	$11,095,009	$3,467,190	$26,119,501	$13,059,750
(3) Add 2 lane to existing 4 lanes (Interstate-NO ROW)	$1,920,679	$7,682,715	$9,603,394	$0	$2,881,018	$12,484,412	$6,242,206
(4) Add 4 lane to existing 4 lane	$2,601,403	$10,405,612	$13,007,015	$12,486,734	$3,902,105	$29,395,854	$14,697,927
(5) Add 2 lane to existing 4 lane	$1,920,679	$7,682,715	$9,603,394	$9,219,258	$2,881,018	$21,703,670	$10,851,835
(6) Add 4 lane to existing 4 lane (interstate-NO ROW)	$2,601,403	$10,405,612	$13,007,015	$0	$3,902,105	$16,909,120	$8,454,560
(7) Add 4 lane to existing 4 lane for BBD (SR 581 PD&E 4/49)	N/A	N/A	N/A	N/A	N/A	$8,963,503	$4,481,752
(8) Add 2 lane to existing 6 lane (interstate)	$2,311,460	$9,245,841	$11,557,301	$0	$3,467,190	$15,024,491	$7,512,246
(9) New 6 lane roadway (SR 56 - No ROW)	$3,160,231	$12,640,924	$15,801,155	$0	$4,740,347	$20,541,502	$10,270,751
(10) New 4 lane roadway (SR 56 - No ROW)	$2,582,679	$10,330,714	$12,913,393	$0	$3,874,018	$16,787,411	$8,393,705

Intersections Analysis $53,689,978

GRAND TOTAL $179,257,826

Pasco: $87,149,726
Hillsborough: $38,418,119

(11) Total project cost determined from detailed concept plans - for detailed cost breakdown, please see attached worksheet. The concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.
(12) Cost of Curley calculated using Construction Cost from FDOT tables - ROW and Design from the County CIP

County Method: 2 to 4 lanes (June '09)- Scope Cont. $592,758 Subtotal Const $5,927,583 Total Const $6,520,341 ROW & Design, CEI* $7,790,729 Total $14,311,070 Cost/Mile per direction $7,155,535
*County Method: 2 to 4 lanes (Oct. '06) - Scope Cont. $870,355 Subtotal Const $8,703,552 Total Const $9,573,907
*ROW & Design,CEI Costs derived from Total Per Mile Cost from original tables - ($8,682,318*2)-$9,573,907 = $7,790,729

(13) Cost of CR 54 from SR 56 to Magnolia uses County CIP Cost; from Magnolia to I-75 uses 'Subtotal' column for 4 to 6 lanes from FDOT June 2009 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 4 to 6 lanes (June '09) - Scope Cont. $653,031 Subtotal Const $6,530,308 Total Const $7,183,339 ROW $1,534,622 Design & CEI $522,425 Total $9,240,385 Cost/Mile per direction $4,620,193

County Method: 2 to 4 lanes (June '09)- Scope Cont. $592,758 Subtotal Const $5,927,583 Total Const $6,520,341 ROW $1,392,982 Design & CEI $474,207 Total $8,387,530 Cost/Mile per direction $4,193,765

(14) Cost assumed as 2/3 of the cost of a new 6-lane roadway - (9) above
(15) Cost assumed as 1/2 of the cost of a new 4-lane roadway - (10) above
*** NOTE: Costs from detailed concept plans are not calculated per mile, but using a overall project cost for the segment**

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Wiregrass DRI Improvement Costs - REVISED 10/26/2009
Concept Plans - Link Improvement Costs

Intersection	Phase(s)*	Total Construction Cost	PE Design (15%)	CEI (15%)	ROW Cost	Total Project Cost	Reduced Total Project Cost**
Links							
I-75 from I-275 to SR 56	1,2 and 3	$11,409,000	$1,711,350	$1,711,350	$7,187,400	**$22,019,100**	**$14,464,347**
I-75 from SR 56 to Overpass Road	1,2 and 3	$54,241,000	$8,136,150	$8,136,150	$8,300,000	**$78,813,300**	**$51,772,457**
I-75 from Overpass Road to SR 52	1,2 and 3	$22,389,000	$3,358,350	$3,358,350	$2,286,900	**$31,392,600**	**$20,621,799**
SR 54 from US 41 to CR 54/SR 56	1	$35,734,000	$5,360,100	$5,360,100	$27,192,450	**$73,646,650**	**$48,378,484**
SR 54 from US 41 to CR 54/SR 56	2 and 3	$22,029,000	$3,304,350	$3,304,350	$27,192,450	**$55,830,150**	**$36,674,826**
SR 581 (Bruce B Downs)	1,2 and 3	$10,730,000	$1,609,500	$1,609,500	$0*	**$13,949,000**	**$9,163,098**

*ROW included in intersection concept plan

Phases 1, 2 and 3: Segment Breakdown (Calculated per mile and then segments shifted to match the Wiregrass DRI segments)

		Reduced Total Project Cost**
I-75 from I-275 to 56:	$22,019,100	$14,464,347
I-75 from 56 to 54:	$41,809,492	$27,464,655
I-75 from 54 to 52:	$68,396,408	$44,929,600

Phase 1		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$43,123,000	$28,327,499
SR 54 from Collier to Livingston:	$4,492,657	$2,951,226
SR 54 Livingston to SR 56:	$26,030,993	$17,099,759

Phase 2 and 3		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$33,926,800	$22,286,515
SR 54 from Collier to Livingston:	$3,223,869	$2,117,760
SR 54 Livingston to SR 56:	$18,679,481	$12,270,551

**Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.

% Change **34.31%**
Above %reduction is applied to concept plans throughout

TABLE 21-14A
WIREGRASS DRI - PHASE 1
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 10/26/09

	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
SR 54 @ SR 581[6]	2NBL 2WBL Signal Timing Change	1987	8,618	10,001	462	$24,182,920	100.00%	$24,182,920
SR 54 @ Collier[4]	Receiving lane for NBT NBT Auxiliary lane SBT Auxiliary Lane Receiving lane for SBT SBL WBL Signal Timing Change	434	7,719	12,407	4,688	$27,169,269	9.26%	$2,515,874
SR 54 @ Curley Road	Receiving lane for EBL EBL Signal Timing Change	908	4,803	7,328	2,525	$2,209,798 $473,645 $58,716	35.96%	$794,652 $170,325 $21,115
SR 54 @ Morris Bridge Road	Receiving lane for EBL EBL Signal Timing Change	333	4,346	4,682	336	$2,209,798 $473,645 $58,716	99.11%	$2,190,068 $469,416 $58,192
Bruce B Downs Blvd @ Regents Park	Receiving lane for SBL SBL EBL Signal Timing Change	1520	7,950	11,499	3,549	$2,209,798 $473,645 $473,645 $58,716	42.83%	$946,434 $202,857 $202,857 $25,147
County Line Road @ SR 581	NBL SBL Signal Timing Change	1598	10,426	11,363	937	$473,645 $473,645 $58,716	100.00%	$473,645 $473,645 $58,716
US 41 @ SR 54[4]	Interchange US 41-flyover	229	10,780	22,483	11,703	$124,145,000	1.96%	$2,429,224
CR 54 @ I-75[6]	SBL at SB ramp NBL at NB ramp Signal Timing Change	1477	16,782	17,671	889	$16,898,161	60.07%	$10,150,725
SR 56 @ I-75[6]	Interchange Reconstruction EBL and NBL at NB Ramp	1042	16,730	21,644	4,914	$22,144,427	17.49%	$3,873,060
SR 54 @ SR 56	EBL Receiving lane for EBL Signal Timing Change	566	10,279	10,794	515	$473,645 $2,209,798 $58,716	100.00%	$473,645 $2,209,798 $58,716
SR 56 @ SR 581[6]	Each Approach - Triple Lefts, Three Thrus, Excl. Rts (EB Dual Rt)	3052	8865	13286	4421	$2,475,659	69.03%	$1,708,947
							Intersection Total	$53,689,978
						Total: $229,463,724	Total:	$53,689,978
						Pasco: $226,247,920	Pasco:	$52,312,683
						Hillsborough: $3,215,804	Hillsborough:	$1,377,296

Notes:
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
(1) D7 June 2009 Construction Cost for 300 feet exclusive right turn lane is $251,069
Construction cost for 300 feet exclusive left turn lane is $119,078
For intesection turn lanes, assume each turn lane leg is 0.1 miles
Total Construction Cost for 0.1 mile exclusive right turn lane is $441,881
Total Construction Cost for 0.1 mile exclusive left turn lane is $209,577
To obtain the total cost for the turn lane improvement, Right-of-way cost at a rate of 120% of construction cost (less scope contingency) was added to the construction costs
Total Improvement Cost for 0.1 mile exclusive right turn lane is $998,652
Total Improvement Cost for 0.1 mile exclusive left turn lane is $473,645
(2) For through lanes, a transition length of 0.25 miles was used.
Construction Cost for adding 1 mile of 1 through lane $3,911,148
Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of 120% of construction cost $2,209,798
(3) Before and After Improvement capacities were considered from HCS and Synchro software for the respective intersections
(4) Total cost for new interchange at SR 54 and US 41 is $124,145,000 (Revised from $160M based on latest estimates)
(5) Cost for modifying signal timings and or phasing = $58,716
15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.
(6) Updated using costs from detailed concept plans - for detailed cost breakdowns, see attached worksheet.
Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.
(7) Improvements provided are in addition to the 'Existing plus Committed' Improvements, with the exception of SR 56 @ SR 581

TABLE 21-15B
WIREGRASS DRI PHASE 2
PROPORTIONATE SHARE
REVISED 10/26/2009

Roadway	From	To	2013 Peak Hour Project NB/EB	2013 Peak Hour Project SB/WB	No. Lane	PM Peak Hour Capacity Before Improvement NB/EB	PM Peak Hour Capacity Before Improvement SB/WB	Require Imp	PM Peak Hour Capacity After Improvement NB/EB	PM Peak Hour Capacity After Improvement SB/WB	Percent Contribution NB/EB	Percent Contribution SB/WB	Length Mile	Cost/ Mile* NB/EB	Cost/ Mile* SB/WB	Total Project Cost	Ref.	Proportionate Share per Direction NB/EB	Proportionate Share per Direction SB/WB	Total Proportionate Share
C.R. 577 (Curley Rd)	S.R. 54	Zwest	263	290	2UL	720	580	4DL	1550	1260	31.69%	42.65%	0.71	$7,155,535	$7,155,535	$10,160,860	(13)	$1,609,823	$2,166,654	$3,776,477
S.R. 581	S.R. 56	County Line Rd	1,215	1,104	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	1.00	$4,581,549	$4,581,549	$9,163,098	(11)	$4,581,549	$4,581,549	$9,163,098
BB Downs Blvd	County Line Rd	Pebble Creek Dr.	1,089	989	4DL	1860	1530	8DL	3540	2900	64.82%	72.19%	1.37	$14,697,927	$14,697,927	$40,272,320	(4)	$13,052,547	$14,536,250	$27,588,796
BB Downs Blvd	Palm Springs Blvd.	Bearss Ave.	101	92	4DL	1860	1530	6DL	2790	2290	10.86%	12.11%	3.25	$10,851,835	$10,851,835	$70,536,928	(5)	$3,830,231	$4,269,340	$8,099,571
Collier Parkway	S.R. 54	Weeks Blvd.	86	78	4DL	1620	1330	6DL	2450	2000	10.36%	11.64%	0.64	$4,620,193	$4,620,193	$5,913,847	(14)	$306,380	$344,239	$650,619
Collier Parkway	Weeks Blvd.	Hale Road	43	39	2UL	760	630	6DL	2450	2000	2.54%	2.85%	1.93	$6,257,675	$6,257,675	$24,154,625	(14)	$307,293	$343,807	$651,099
I-275	I-75 / County Line Rd	Bearss Ave.	543	494	4F	4040	4040	6F	6100	6100	26.36%	23.98%	6.80	$6,242,206	$6,242,206	$84,894,003	(3)	$11,188,700	$10,179,038	$21,367,738
I-75	S.R. 52	S.R. 54	355	390	4F	2890	2890	6F	4460	4460	22.61%	24.84%	6.64	$22,464,800	$22,464,800	$44,929,600	(11)	$5,079,620	$5,580,428	$10,660,049
I-75	S.R. 54	S. R 56	341	375	4F	2940	2940	8F	6150	6150	10.62%	11.68%	3.48	$13,732,328	$13,732,328	$27,464,655	(11)	$1,458,792	$1,604,244	$3,063,036
I-75	S.R. 56	I-275	633	575	4F	2940	2940	6F	4550	4550	39.32%	35.71%	1.67	$7,232,173	$7,232,173	$14,464,347	(11)	$2,843,457	$2,582,919	$5,426,376
I-75	C.R. 581	Fletcher Ave.	391	355	4F	3580	3580	8F	7480	7480	10.03%	9.10%	4.34	$8,454,560	$8,454,560	$73,365,579	(6)	$3,676,687	$3,339,985	$7,016,672
S.R. 52	Pasco Rd	I75	139	127	2UL	670	820	4DL	1480	1810	9.51%	8.48%	1.31	$9,850,248	$9,850,248	$25,807,651	(1)	$1,226,660	$1,094,870	$2,321,530
S.R. 52	McKendree Road	C.R. 577	89	81	2UL	820	670	4DL	1480	1810	17.16%	12.83%	0.72	$9,850,248	$9,850,248	$14,184,358	(1)	$1,217,059	$909,805	$2,126,858
S.R. 52	CR 577	Happy Hill Road	47	51	2UL	820	670	4DL	1810	1480	8.99%	10.00%	2.46	$9,850,248	$9,850,248	$48,463,222	(1)	$2,178,397	$2,423,161	$4,601,558
S.R. 54	US 41	Collier PKWY	198	180	4DL	1860	1530	8DL	3540	2900	4.75%	6.30%	2.44	$9,850,248	$9,850,248	$48,069,212	(1)	$1,141,037	$1,513,290	$2,654,327
S.R. 54	Collier PKWY	Livingston	330	300	4DL	1530	1860	8DL	2900	3540	24.09%	17.86%	0.62	$1,058,880	$1,058,880	$2,117,760	(11)	$255,059	$189,086	$444,144
S.R. 54	Livingston	S.R. 56	351	319	4DL	1530	1860	8DL	2900	3540	25.62%	18.99%	1.95	$6,135,276	$6,135,276	$12,270,551	(11)	$1,571,864	$1,164,972	$2,736,856
C.R. 54	S.R. 56	Magnolia	154	170	2UL	760	630	4DL	1620	1330	17.91%	24.29%	3.25	$22,637,547	$22,637,547	$45,275,094	(15)	$4,053,700	$5,497,690	$9,551,390
C.R. 54	Magnolia	I-75	361	328	4DL	1330	1620	6DL	2000	2450	53.88%	39.52%	1.31	$4,620,193	$4,620,193	$12,104,905	(15)	$3,261,098	$2,391,813	$5,652,910
S.R. 54	CR 577	Meadow Pointe Blvd.	376	414	2UL	860	700	4DL	1860	1530	37.60%	49.88%	1.00	$9,850,248	$9,850,248	$19,700,497	(1)	$3,703,693	$4,913,256	$8,616,950
S.R. 54	Meadow Pointe Blvd.	New River Road	333	367	2UL	820	670	4DL	1810	1480	33.64%	45.31%	2.74	$9,850,248	$9,850,248	$53,979,361	(1)	$9,078,347	$12,228,658	$21,307,005
S.R. 56	New River Road	Morris Bridge Rd.	210	231	2UL	860	700	4DL	1860	1530	21.00%	27.83%	0.73	$9,850,248	$9,850,248	$14,381,363	(1)	$1,510,043	$2,001,262	$3,511,305
S.R. 56	S.R. 54	I-75	409	372	4DL	1860	1530	6DL	2790	2230	49.98%	53.14%	0.27	$10,851,835	$10,851,835	$5,859,991	(5)	$1,288,568	$1,557,083	$2,845,651
S.R. 56	SR 581	Commercial Entrance	1,414	1,285	2UL	860	700	6DL	2790	2290	73.26%	80.82%	0.58	$6,847,167	$6,847,167	$7,942,714	(16)	$2,909,585	$3,209,556	$6,119,141
S.R. 56	Commercial Entrance	Porter Blvd	1,320	1,199	2UL	860	700	6DL	2790	2290	68.39%	75.41%	1.03	$6,847,167	$6,847,167	$14,105,164	(16)	$4,823,528	$5,318,268	$10,141,796
S.R. 56	Porter Boulevard	Wesley Chapel Blvd	676	614	2UL	860	700	4DL	1860	1530	57.60%	73.98%	1.70	$4,196,853	$4,196,853	$14,269,299	(17)	$4,823,023	$5,277,922	$10,100,945

Source:District 7 June 2009 Transportation Costs and Detailed Concept Plans

ROW costs below are estimated based on the D7 Transportation Cost: (Total construction cost - scope contingency) x 120%= ROW, CEI = 15% of Construction, Design = 15% of Construction

	Scope Contingency (June '09)	Subtotal Construction Column from FDOT Tables (June '09)	TOTAL CONSTRUCTION (June '09)	ROW (June '09)	DESIGN & CEI (June '09)	TOTAL (June '09)	Cost/Mile per Direction (June '09)
(1) Add 2 land to existing 2 lane	$1,743,407	$6,973,627	$8,717,034	$8,368,352	$2,615,110	$19,700,497	$9,850,248
(2) Add 2 lane to existing 6 lane	$2,311,460	$9,245,841	$11,557,301	$11,095,009	$3,467,190	$26,119,501	$13,059,750
(3) Add 2 lane to existing 4 lanes (interstate-NO ROW)	$1,920,679	$7,682,715	$9,603,394	$0	$2,881,018	$12,484,412	$6,242,206
(4) Add 4 lane to existing 4 lane	$2,601,403	$10,405,612	$13,007,015	$12,486,734	$3,902,105	$29,395,854	$14,697,927
(5) Add 2 lane to existing 4 lane	$1,920,679	$7,682,715	$9,603,394	$9,219,258	$2,881,018	$21,703,670	$10,851,835
(6) Add 4 lane to existing 4 lane (interstate-NO ROW)	$2,601,403	$10,405,612	$13,007,015	$0	$3,902,105	$16,909,120	$8,454,560
(7) Add 4 lane to existing 4 lane for BBD (SR 581 PD&E study)	N/A	N/A	N/A	N/A	N/A	$8,963,503	$4,481,752
(8) Add 2 lane to existing 6 lane (interstate)	$2,311,460	$9,245,841	$11,557,301	$0	$3,467,190	$15,024,491	$7,512,246
(9) New 6 lane roadway (SR 56 - No ROW)	$3,160,231	$12,640,924	$15,801,155	$0	$4,740,347	$20,541,502	$10,270,751
(10) New 4 lane roadway (SR 56 - No ROW)	$2,582,679	$10,330,714	$12,913,393	$0	$3,874,018	$16,787,411	$8,393,705

(11) Total project cost determined from detailed concept plans - for detailed cost breakdown, please see attached worksheet. The concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.

(12) TOTAL = Sum of Construction + ROW + Design & CEI

(13) Cost of Curley calculated using Construction Cost from FDOT tables - ROW and Design from the County CIP

County Method: 2 to 4 lanes (June '09)-	Scope Cont.	$592,758	Subtotal Const	$5,927,583	Total Const	$6,520,341	ROW & Design, CEI*	$7,790,729	Total	$14,311,070	Cost/Mile per direction	$7,155,535		
*County Method: 2 to 4 lanes (Oct. '06) -	Scope Cont.	$870,355	Subtotal Const	$8,703,552	Total Const	$9,573,907								
*ROW & Design,CEI Costs derived from Total Per Mile Cost from original tables -			($6,682,318*2)-$9,573,907 =		$7,790,729									

(14) Cost of Collier Parkway calculated using 'Subtotal' column for 4 to 6 and 2 to 6 lanes from FDOT June 2009 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 4 to 6 lanes (June '09) -	Scope Cont.	$653,031	Subtotal Const	$6,530,308	Total Const	$7,183,339	ROW	$1,534,622	Design & CEI	$522,425	Total	$9,240,385	Cost/Mile per direction	$4,620,193
County Method: 2 to 6 lanes (June '09) -	Scope Cont.	$884,477	Subtotal Const	$8,844,770	Total Const	$9,729,247	ROW	$2,078,521	Design & CEI	$707,582	Total	$12,515,350	Cost/Mile per direction	$6,257,675

(15) Cost of CR 54 from SR 56 to Magnolia uses County CIP Cost; from Magnolia to I-75 uses 'Subtotal' column for 4 to 6 lanes from FDOT June 2009 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 4 to 6 lanes (June '09) -	Scope Cont.	$653,031	Subtotal Const	$6,530,308	Total Const	$7,183,339	ROW	$1,534,622	Design & CEI	$522,425	Total	$9,240,385	Cost/Mile per direction	$4,620,193
County Method: 2 to 4 lanes (June '09)-	Scope Cont.	$592,758	Subtotal Const	$5,927,583	Total Const	$6,520,341	ROW	$1,392,982	Design & CEI	$474,207	Total	$8,387,530	Cost/Mile per direction	$4,193,765

(16) Assumed 2/3 of the cost of a new 6-lane roadway - (9) above

(17) Assumed 1/2 of the cost of a new 4-lane roadway - (10) above

*** NOTE: Costs from detailed concept plans are not calculated per mile, but using a overall project cost for the segment**

Total:	*$766,157,515*
Pasco:	*$497,068,686*
Hillsborough:	*$269,088,830*

Link Total	*$192,975,287*
Intersections Analysis	$134,533,625
GRAND TOTAL	*$327,508,913*
Pasco:	$128,900,510
Hillsborough:	$64,074,778

KING ENGG.

Wiregrass DRI Improvement Costs - REVISED 10/26/2009
Concept Plans - Link Improvement Costs

Intersection	Phase(s)*	Total Construction Cost	PE Design (15%)	CEI (15%)	ROW Cost	Total Project Cost	Reduced Total Project Cost**
Links							
I-75 from I-275 to SR 56	1,2 and 3	$11,409,000	$1,711,350	$1,711,350	$7,187,400	**$22,019,100**	**$14,464,347**
I-75 from SR 56 to Overpass Road	1,2 and 3	$54,241,000	$8,136,150	$8,136,150	$8,300,000	**$78,813,300**	**$51,772,457**
I-75 from Overpass Road to SR 52	1,2 and 3	$22,389,000	$3,358,350	$3,358,350	$2,286,900	**$31,392,600**	**$20,621,799**
SR 54 from US 41 to CR 54/SR 56	1	$35,734,000	$5,360,100	$5,360,100	$27,192,450	**$73,646,650**	**$48,378,484**
SR 54 from US 41 to CR 54/SR 56	2 and 3	$22,029,000	$3,304,350	$3,304,350	$27,192,450	**$55,830,150**	**$36,674,826**
SR 581 (Bruce B Downs)	1,2 and 3	$10,730,000	$1,609,500	$1,609,500	$0*	**$13,949,000**	**$9,163,098**

*ROW included in intersection concept plan

Phases 1, 2 and 3: Segment Breakdown (Calculated per mile and then segments shifted to match the Wiregrass DRI segments)

		Reduced Total Project Cost**
I-75 from I-275 to 56:	$22,019,100	$14,464,347
I-75 from 56 to 54:	$41,809,492	$27,464,655
I-75 from 54 to 52:	$68,396,408	$44,929,600

Phase 1		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$43,123,000	$28,327,499
SR 54 from Collier to Livingston:	$4,492,657	$2,951,226
SR 54 Livingston to SR 56:	$26,030,993	$17,099,759

Phase 2 and 3		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$33,926,800	$22,286,515
SR 54 from Collier to Livingston:	$3,223,869	$2,117,760
SR 54 Livingston to SR 56:	$18,679,481	$12,270,551

**Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 200

% Change **34.31%**

Above %reduction is applied to concept plans throughout

TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
SR 54 @ CR 581[6]	2NBL	3099	7,760	13,974	6,214	$117,188,727	49.87%	$58,442,018
	NBR							
	EBR							
	WBL Fly-over							
	Signal Timings							
SR 54 @ Morris Bridge	Receiving lane for EBL	499	4,511	5,062	551	$2,209,798	90.56%	$2,001,251
	NBR					$998,652		$904,405
	EBL					$473,645		$428,945
	Signal Timings					$58,716		$53,175
SR 54 @ Curley Road	Receiving lane for EBL	1343	4,790	9,064	4,274	$2,209,798	31.42%	$694,375
	WBT Auxiliary Lane					$2,209,798		$694,375
	Receiving lane for EBT					$2,209,798		$694,375
	EBL					$473,645		$148,831
	Signal Timings					$58,716		$18,450
Bruce B Downs Blvd@ Dona Michelle Rd	Receiving lane for SBL	1342	14,140	15,723	1,583	$2,209,798	84.78%	$1,873,373
	Receiving lane for NBT					$2,209,798		$1,873,373
	NBT Auxiliary Lane					$2,209,798		$1,873,373
	SBL					$473,645		$401,536
	Signal Timings					$58,716		$49,777
Bruce B Downs Blvd @ Regents Park	Receiving lane for SBL	2234	8,943	13,409	4,466	$2,209,798	50.02%	$1,105,394
	Receiving lane for NBL					$2,209,798		$1,105,394
	SBL					$473,645		$236,928
	NBL					$473,645		$236,928
	NBT Auxiliary Lane					$2,209,798		$1,105,394
	Receiving lane for NBT					$2,209,798		$1,105,394
	EBL					$473,645		$236,928
	Signal Timings					$58,716		$29,371
County Line Road@ SR 581	NBR	2756	8,749	13,396	4,647	$998,652	59.31%	$592,271
	SBL					$473,645		$280,905
	WBL					$473,645		$280,905
	NBL					$473,645		$280,905
	Signal Timings					$58,716		$34,823
Bruce B. Downs @ Cross Creek	Receiving lane for SBL	1895	12,346	13,124	778	$2,209,798	100.00%	$2,209,798
	EBL					$473,645		$473,645
	NBL					$473,645		$473,645
	SBL					$473,645		$473,645
	Signal Timings					$58,716		$58,716

TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
Bruce B. Downs @ Tampa Palms	NBL	214	9,192	11,585	11,585	$473,645	1.85%	$8,749
	Signal Timings					$58,716		$1,085
Bruce B. Downs @ Commerce Palms	Receiving lane for SBL	620	9,156	12,882	3,726	$2,209,798	14.52%	$320,861
	NBL					$473,645		$68,773
	SBL					$473,645		$68,773
	Signal Timings					$58,716		$8,526
Bruce B. Downs @ Pebble Creek	NBT Auxiliary Lane	2078	7,022	12,872	5,850	$2,209,798	35.52%	$784,951
	SBL					$473,645		$168,245
	Signal Timings					$58,716		$20,857
Bruce B Downs @ I-75	NBL at WB Ramp	14	331	661	330	$473,645	4.24%	$20,094
	Signal Timings					$58,716		$2,491
Bruce B. Downs @ Amberly Drive	NBL	214	9,924	12,478	2,554	$473,645	8.38%	$39,687
	SBL					$473,645		$39,687
	Signal Timings					$58,716		$4,920
Bruce B. Downs @ Bearss	Receiving lane for NBL	193	9,377	11,750	2,373	$2,209,798	8.13%	$179,727
	NBL					$473,645		$38,522
	EBL					$473,645		$38,522
	SBR					$998,652		$81,222
	Signal Timings					$58,716		$4,775
Collier Pkwy @ County Line Rd.	EBL	123	5,274	6,231	957	$473,645	12.85%	$60,876
	WBR					$998,652		$128,353
	Signal Timings					$58,716		$7,547
US 41 @ County Line Road	NBR	130	5,860	7,351	1,491	$998,652	8.72%	$87,072
	EBL					$473,645		$41,297
	EBT Auxiliary Lane					$2,209,798		$192,672
	Receiving lane for EBT					$2,209,798		$192,672
	Signal Timings					$58,716		$5,119

TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
SR 54 @ Coats Road	NBL	217	3,946	5,081	1,135	$473,645	19.12%	$90,556
	Receiving lane for NBL					$2,209,798		$422,490
	SBR					$998,652		$190,932
	EBR					$998,652		$190,932
	Signal Timings					$58,716		$11,226
SR 52 @ US 41	NBL	92	5,322	6,125	803	$473,645	11.46%	$54,266
	Receiving lane for NBL					$2,209,798		$253,177
	WBT Auxiliary Lane					$2,209,798		$253,177
	Receiving Lane for WBT					$2,209,798		$253,177
	Signal Timings					$58,716		$6,727
SR 54 @ SR 56	Receiving lane for EBT	893	10,221	13,025	2,804	$2,209,798	31.85%	$703,762
	WBT Auxiliary Lane					$2,209,798		$703,762
	Receiving lane for EBL					$2,209,798		$703,762
	EBL					$473,645		$150,843
	Signal Timings					$58,716		$18,699
SR 54 @ Collier Pkwy[6]	Interchange SR 54 Fly-over, WBL	636	9,068	19,388	10,320	$106,385,628	6.16%	$6,553,355
CR 54 @ I-75[6]	Interchange Reconstruction NBL, SBL	2227	15,948	21,679	5,731	$85,829,700	33.76%	$28,976,107
SR 56 @ I-75[6]	Interchange Reconstruction EBL, NBL, SBL	1594	18,929	24,367	5,438	$22,703,778	24.49%	$5,560,155
US 41 @ SR 54[4]	Interchange US 41 Fly-over, NBR,EBR,WBR - free flow turns	357	10,699	21,933	11,234	$124,145,000	3.18%	$3,947,811
SR 56 @ SR 581[6]	Each Approach - Triple Lefts, Three Thrus, Excl. Rights (EB Dual Right)	4505	9,060	13,707	4,647	$2,475,659	96.94%	$2,400,009
					Total:	$532,067,157	Intersection Total	$134,533,625

TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
					Pasco:	$498,653,961	Pasco:	$117,710,546
					Hillsborough:	$33,413,196	Hillsborough:	$16,823,079

Notes:

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

(1) D7 June 2009 Construction Cost for 300 feet exclusive right turn lane is $251,069
Construction cost for 300 feet exclusive left turn lane is $119,078

For intesection turn lanes, assume each turn lane leg is 0.1 miles
Total Construction Cost for 0.1 mile exclusive right turn lane is $441,881
Total Construction Cost for 0.1 mile exclusive left turn lane is $209,577

To obtain the total cost for the turn lane improvement, Right-of-way cost at a rate of 120% of construction cost (less scope contingency) was added to the construction costs
Total Improvement Cost for 0.1 mile exclusive right turn lane is $998,652
Total Improvement Cost for 0.1 mile exclusive left turn lane is $473,645

(2) For through lanes, a transition length of 0.25 miles was used.
Construction Cost for adding 1 mile of 1 through lane $3,911,148
Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of 120% of construction cost is $2,209,798

(3) Before and After Improvement capacities were considered from HCS and Synchro software for the respective intersections

(4)Total cost for new interchange at SR 54 and US 41 is $124,145,000 (Revised from $160M based on latest estimates)

(5) Cost for modifying signal timings and or phasing = $58,716
15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.

(6) Updated using costs from detailed concept plans - for detailed cost breakdowns, see attached worksheet
Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from

(7) Improvements provided are in addition to the 'Existing plus Committed' Improvements, with the exception of SR 56 @ SR 581

TABLE 21-15C
WIREGRASS DRI PHASE 3
PROPORTIONATE SHARE
REVISED 10/26/2009

Roadway	From	To	2016 Peak Hour Project NB/EB	2016 Peak Hour Project SB/WB	No. Lane	PM Peak Hour Capacity Before Improvement NB/EB	PM Peak Hour Capacity Before Improvement SB/WB	Require Imp	PM Peak Hour Capacity After Improvement NB/EB	PM Peak Hour Capacity After Improvement SB/WB	Percent Contribution NB/EB	Percent Contribution SB/WB	Length Mile	Cost/Mile NB/EB	Cost/Mile SB/WB	Total Project Cost	Ref.	Proportionate Share per Direction NB/EB	Proportionate Share per Direction SB/WB	Total Proportionate Share
C.R. 577 (Curley Rd)	S.R. 54	Zwest	284	307	2UL	720	580	4DL	1550	1260	35.42%	45.15%	0.71	$7,155,535	$7,155,535	$10,160,860	(15)	$1,799,574	$2,293,665	$4,093,239
S.R. 581	S.R. 56	County Line Rd	1,253	1,200	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	1.00	$4,581,549	$4,581,549	$9,163,098	(13)	$4,581,549	$4,581,549	$9,163,098
BB Downs Blvd	County Line Rd	Pebble Creek Dr.	1,272	1,218	4DL	1860	1530	8DL	3540	2900	75.71%	88.91%	1.37	$14,697,927	$14,697,927	$40,272,320	(4)	$15,245,950	$17,902,075	$33,148,025
BB Downs Blvd	Palm Springs Blvd.	Bearss Ave.	106	102	4DL	1860	1530	6DL	2790	2290	11.40%	13.42%	3.25	$10,851,835	$10,851,835	$70,536,928	(5)	$4,019,846	$4,733,399	$8,753,246
Collier Parkway	S.R. 54	Weeks Blvd.	98	94	4DL	1620	1330	6DL	2450	2000	11.81%	14.03%	0.64	$4,620,193	$4,620,193	$5,913,847	(16)	$349,131	$414,852	$763,983
Collier Parkway	Weeks Blvd.	Hale Road	68	65	2UL	760	630	6DL	2450	2000	4.02%	4.74%	1.93	$6,257,675	$6,257,675	$24,154,625	(16)	$485,951	$573,011	$1,058,962
Cross Creek Blvd	Kinnan Street	Morris Bridge Rd.	44	42	2UL	760	630	4DL	1620	1330	5.12%	6.00%	3.00	$9,850,248	$9,850,248	$59,101,490	(1)	$1,511,899	$1,773,045	$3,284,943
I-275	I-75 / County Line Rd	Bearss Ave.	572	548	4F	4040	4040	6F	6100	6100	27.77%	26.60%	6.80	$6,242,206	$6,242,206	$84,894,003	(3)	$11,786,255	$11,291,727	$23,077,981
I-75	S.R. 52	S.R. 54	405	422	4F	2890	2890	6F	4460	4460	25.80%	26.88%	6.64	$22,464,800	$22,464,800	$44,929,600	(13)	$5,795,060	$6,038,309	$11,833,369
I-75	S.R. 54	S.R 56	370	387	4F	2940	2940	6F	6150	6150	11.53%	12.06%	3.48	$13,732,328	$13,732,328	$27,464,655	(13)	$1,582,854	$1,655,580	$3,238,434
I-75	S.R. 56	I-275	670	642	4F	2940	2940	6F	4550	4550	41.61%	39.88%	1.67	$7,232,173	$7,232,173	$14,464,347	(13)	$3,009,662	$2,883,885	$5,893,548
I-75	C.R. 581	Fletcher Ave.	418	400	4F	3580	3580	8F	7480	7480	10.72%	10.26%	4.34	$8,454,560	$8,454,560	$73,385,579	(6)	$3,932,714	$3,763,363	$7,696,077
S.R. 52	C.R. 581	Pasco Rd	85	88	2UL	820	670	4DL	1810	1480	8.59%	10.86%	1.31	$9,850,248	$9,850,248	$25,807,651	(1)	$1,107,904	$1,401,897	$2,509,801
S.R. 52	Pasco Rd	I75	147	141	2UL	820	670	4DL	1810	1480	14.85%	17.41%	0.72	$9,850,248	$9,850,248	$14,184,358	(1)	$1,053,081	$1,234,564	$2,287,646
S.R. 52	Mckendree Road	C.R. 577	90	94	2UL	820	670	4DL	1810	1480	9.09%	11.60%	2.46	$9,850,248	$9,850,248	$48,463,222	(1)	$2,202,874	$2,812,063	$5,014,937
S.R. 52	C.R. 577	Happy Hill Road	55	57	2UL	820	670	4DL	1810	1480	5.56%	7.04%	2.44	$9,850,248	$9,850,248	$48,069,212	(1)	$1,335,256	$1,691,324	$3,026,580
S.R. 54	US 41	Collier PKWY	205	196	4DL	1860	1530	8DL	3540	2900	12.20%	14.31%	1.81	$11,143,257	$11,143,257	$22,286,515	(13)	$1,359,743	$1,594,218	$2,953,961
S.R. 54	Collier PKWY	Livingston	351	336	4DL	1860	1530	8DL	3540	2900	20.89%	24.53%	0.62	$1,058,880	$1,058,880	$2,117,760	(13)	$221,230	$259,696	$480,926
S.R. 54	Livingston	S.R. 56	373	357	4DL	1860	1530	8DL	3540	2900	22.20%	26.06%	1.95	$6,135,276	$6,135,276	$12,270,551	(13)	$1,362,177	$1,598,754	$2,960,932
C.R. 54	S.R. 56	Magnolia	167	175	2UL	760	630	4DL	1620	1330	19.42%	25.00%	3.25	$22,637,547	$22,637,547	$45,275,094	(17)	$4,395,896	$5,659,387	$10,055,283
C.R. 54	Magnolia	I-75	376	360	4DL	1330	1620	6DL	2000	2450	56.12%	43.37%	1.31	$4,620,193	$4,620,193	$12,104,905	(17)	$3,396,600	$2,625,160	$6,021,760
S.R. 54	I-75	S.R. 581	1,170	1,221	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	0.29	$0	$0	$0	(19)	$0	$0	$0
S.R. 54	S.R. 581	Porter Blvd	843	880	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	0.33	$0	$0	$0	(19)	$0	$0	$0
S.R. 54	CR 577	Meadow Pointe Blvd.	418	437	2UL	860	700	4DL	1860	1530	41.80%	52.65%	1.00	$9,850,248	$9,850,248	$19,700,497	(1)	$4,117,404	$5,186,215	$9,303,619
S.R. 54	Meadow Pointe Blvd.	New River Road	347	363	2UL	820	670	4DL	1810	1480	35.05%	44.81%	2.74	$9,850,248	$9,850,248	$53,979,361	(1)	$9,460,019	$12,095,375	$21,555,395
S.R. 54	New River Road	Morris Bridge Rd.	242	253	2UL	860	700	4DL	1860	1530	24.20%	30.48%	0.73	$9,850,248	$9,850,248	$14,381,363	(1)	$1,740,145	$2,191,858	$3,932,003
S.R. 56	S.R. 54	I-75	430	411	4DL	1860	1530	6DL	2790	2290	46.24%	54.08%	0.75	$0	$0	$0	(19)	$0	$0	$0
S.R. 56	SR 581	Commercial entrance	1,533	1,468	2UL	860	700	6DL	2790	2290	79.43%	92.33%	0.58	$6,847,167	$6,847,167	$7,942,714	(21)	$3,154,451	$3,666,636	$6,821,087
S.R. 56	Commercial entrance	Porter Blvd	1,336	1,279	2UL	860	700	6DL	2790	2290	69.22%	80.44%	1.03	$6,847,167	$6,847,167	$14,105,164	(21)	$4,881,995	$5,673,115	$10,555,110
S.R. 56	Porter Blvd	Wesley Chapel Blvd.	846	811	2UL	860	700	6DL	2790	2290	43.83%	51.01%	1.70	$6,847,167	$6,847,167	$23,280,368	(21)	$5,102,381	$5,937,226	$11,039,607
Chancey Road	Project Boundary	Meadow Pointe Blvd.	80	84	0L	0	0	2UL	760	630	10.53%	13.33%	0.23	$3,698,657	$3,698,657	$1,701,382	(11)	$89,546	$113,425	$202,972
Wesley Chapel Blvd.	SR 56	SR 54	204	195	2UL	760	630	4DL	1620	1330	23.72%	27.86%	2.57	$3,497,274	$3,497,274	$17,975,988	(12)	$2,132,036	$2,503,798	$4,635,834
Zwest	Curley Road	Handcart Road	156	150	2UL	870	720	4DL	2980	2440	7.39%	8.72%	3.5	$3,497,274	$3,497,274	$24,480,918	(18)	$904,982	$1,067,482	$1,972,464
I-75	Fowler Ave.	Fletcher Ave.	345	331	6F	6640	6640	12F	11310	11310	7.39%	7.09%	1:07	$17,855,305	$17,855,305	$38,210,353	(10)	$1,411,410	$1,354,136	$2,765,546

Total: $910,778,724 — *Pasco:* $544,378,052 — *Hillsborough:* $366,400,672

Total: $220,100,367

Intersections Analysis $162,410,949

GRAND TOTAL $382,511,316

Pasco: $141,374,549
Hillsborough: $78,725,818

Source:District 7 June 2009 Transportation Costs and Detailed Concept Plans
ROW costs below are estimated based on the D7 Transportation Cost: (Total construction cost - scope contingency) x 120%= ROW, CEI = 15% of Construction, Design = 15% of Construction

	Scope Contingency (June '09)	Subtotal Construction Column from FDOT Tables (June '09)	TOTAL CONSTRUCTION (June '09)	ROW (June '09)	DESIGN & CEI (June '09)	TOTAL (June '09)	Cost/Mile per Direction (June '09)
(1) Add 2 land to existing 2 lane	$1,743,407	$6,973,627	$8,717,034	$8,368,352	$2,615,110	$19,700,497	$9,850,248
(2) Add 2 lane to existing 6 lane	$2,311,460	$9,245,841	$11,557,301	$11,095,009	$3,467,190	$26,119,501	$13,059,750
(3) Add 2 lane to existing 4 lanes (interstate-NO ROW)	$1,920,679	$7,682,715	$9,603,394	$0	$2,881,018	$12,484,412	$6,242,206
(4) Add 4 lane to existing 4 lane	$2,601,403	$10,405,612	$13,007,015	$12,486,734	$3,902,105	$29,395,854	$14,697,927
(5) Add 2 lane to existing 4 lane	$1,920,679	$7,682,715	$9,603,394	$9,219,258	$2,881,018	$21,703,670	$10,851,835
(6) Add 4 lane to existing 4 lane (interstate-NO ROW)	$2,601,403	$10,405,612	$13,007,015	$0	$3,902,105	$16,909,120	$8,454,560
(7) Add 4 lane to existing 4 lane for BBD (SR 581 PD&E study)	N/A	N/A	N/A	N/A	N/A	$8,963,503	$4,481,752
(8) Add 2 lane to existing 6 lane (interstate)	$2,311,460	$9,245,841	$11,557,301	$0	$3,467,190	$15,024,491	$7,512,246
(9) New 6 lane roadway (SR 56 - No ROW)	$3,160,231	$12,640,924	$15,801,155	$0	$4,740,347	$20,541,502	$10,270,751
(10) 6 lanes of Interstate	$3,160,231	$12,640,924	$15,801,155	$15,169,109	$4,740,347	$35,710,610	$17,855,305

(11) Cost of Chancey and the Loop Road (2-laning) calculated using 'Subtotal' column for New Urban 2-Lane from FDOT June 2008 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: New Urban 2 lanes (June '09)- Scope Cont. $626,891 Subtotal Const $6,268,911 Total Const $6,895,802 ROW $0 Design & CEI $501,513 Total $7,397,315 Cost/Mile per direction $3,698,657
(12) Cost of Wesley Chapel Blvd calculated using 'Subtotal' column for add 2 lanes to existing 2 lanes from FDOT June 2009 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 2 to 4 lanes (June '09)- Scope Cont. $592,758 Subtotal Const $5,927,583 Total Const $6,520,341 ROW $0 Design & CEI $474,207 Total $6,994,548 Cost/Mile per direction $3,497,274
(13) Total project cost determined from detailed concept plans - for detailed cost breakdown, please see attached worksheet. The concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.
(14) TOTAL = Sum of Construction + ROW + Design & CEI
(15) Cost of Curley calculated using Construction Cost from FDOT tables - ROW and Design from the County CIP

County Method: 2 to 4 lanes (June '09)- Scope Cont. $592,758 Subtotal Const $5,927,583 Total Const $6,520,341 ROW & Design, CEI* $7,790,729 Total $14,311,070 Cost/Mile per direction $7,155,535
*County Method: 2 to 4 lanes (Oct. '06) - Scope Cont. $870,355 Subtotal Const $8,703,552 Total Const $9,573,907
*ROW & Design,CEI Costs derived from Total Per Mile Cost from original tables - ($8,682,318*2)-$9,573,907 = $7,790,729
(16) Cost of Collier Parkway calculated using 'Subtotal' column for 4 to 6 and 2 to 6 lanes from FDOT June 2008 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 4 to 6 lanes (June '09) - Scope Cont. $653,031 Subtotal Const $6,530,308 Total Const $7,183,339 ROW $1,534,622 Design & CEI $522,425 Total $9,240,385 Cost/Mile per direction $4,620,193

County Method: 2 to 6 lanes (June '09) - Scope Cont. $884,477 Subtotal Const $8,844,770 Total Const $9,729,247 ROW $2,078,521 Design & CEI $707,582 Total $12,515,350 Cost/Mile per direction $6,257,675
(17) Cost of CR 54 from SR 56 to Magnolia uses County CIP Cost; from Magnolia to I-75 uses 'Subtotal' column for 4 to 6 lanes from FDOT June 2008 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines

County Method: 4 to 6 lanes (June '09) - Scope Cont. $653,031 Subtotal Const $6,530,308 Total Const $7,183,339 ROW $1,534,622 Design & CEI $522,425 Total $9,240,385 Cost/Mile per direction $4,620,193

County Method: 2 to 4 lanes (June '09)- Scope Cont. $592,758 Subtotal Const $5,927,583 Total Const $6,520,341 ROW $1,392,982 Design & CEI $474,207 Total $8,387,530 Cost/Mile per direction $4,193,765
(18) Cost of Zephyrhills Bypass calculated using 'Subtotal' column for 2 to 4 lanes from FDOT June 2009 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines (No ROW assumed at this time)
(19) Cost of link widening included in intersection concept plans and costs
(20) Cost of Chancey Road and Porter 4-laning calculated using County Methodology
(21) Assumed 2/3 of the cost of a new 6-lane roadway - (9) above
*** NOTE: Costs from detailed concept plans are not calculated per mile, but using an overall project cost for the segment**

Wiregrass DRI Improvement Costs - REVISED 10/26/2009
Concept Plans - Link Improvement Costs

Intersection	Phase(s)*	Total Construction Cost	PE Design (15%)	CEI (15%)	ROW Cost	Total Project Cost	Reduced Total Project Cost**
Links							
I-75 from I-275 to SR 56	1,2 and 3	$11,409,000	$1,711,350	$1,711,350	$7,187,400	**$22,019,100**	**$14,464,347**
I-75 from SR 56 to Overpass Road	1,2 and 3	$54,241,000	$8,136,150	$8,136,150	$8,300,000	**$78,813,300**	**$51,772,457**
I-75 from Overpass Road to SR 52	1,2 and 3	$22,389,000	$3,358,350	$3,358,350	$2,286,900	**$31,392,600**	**$20,621,799**
SR 54 from US 41 to CR 54/SR 56	1	$35,734,000	$5,360,100	$5,360,100	$27,192,450	**$73,646,650**	**$48,378,484**
SR 54 from US 41 to CR 54/SR 56	2 and 3	$22,029,000	$3,304,350	$3,304,350	$27,192,450	**$55,830,150**	**$36,674,826**
SR 581 (Bruce B Downs)	1,2 and 3	$10,730,000	$1,609,500	$1,609,500	$0*	**$13,949,000**	**$9,163,098**

*ROW included in intersection concept plan

Phases 1, 2 and 3: Segment Breakdown (Calculated per mile and then segments shifted to match the Wiregrass DRI segments)

		Reduced Total Project Cost**
I-75 from I-275 to 56:	$22,019,100	$14,464,347
I-75 from 56 to 54:	$41,809,492	$27,464,655
I-75 from 54 to 52:	$68,396,408	$44,929,600

Phase 1		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$43,123,000	$28,327,499
SR 54 from Collier to Livingston:	$4,492,657	$2,951,226
SR 54 Livingston to SR 56:	$26,030,993	$17,099,759

Phase 2 and 3		Reduced Total Project Cost**
SR 54 from US 41 to Collier:	$33,926,800	$22,286,515
SR 54 from Collier to Livingston:	$3,223,869	$2,117,760
SR 54 Livingston to SR 56:	$18,679,481	$12,270,551

**Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 200(

% Change **34.31%**

Above %reduction is applied to concept plans throughout

TABLE 21-14C

WIREGRASS DRI - PHASE 3

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
SR 54 @ CR 581[6]	NBR	3342	8229	14,432	6,203	$117,188,727	53.88%	$63,137,953
	EBR							
	2NBL							
	WBL Fly-over							
	Signal Timings							
SR 54 @ Morris Bridge	Receiving lane for EBL	588	4,153	6,997	2,844	$2,209,798	20.68%	$456,878
	Receiving lane for EBT					$2,209,798		$456,878
	WBT Auxiliary Lane					$2,209,798		$456,878
	EBL					$473,645		$97,927
	NBR					$998,652		$206,472
	EBR					$998,652		$206,472
	Signal Timings					$58,716		$12,140
SR 54 @ Curley Road	Receiving lane for EBL	1460	4,246	8,799	4,553	$2,209,798	32.07%	$708,611
	EBL					$473,645		$151,883
	SBL					$473,645		$151,883
	Receiving lane for EBT					$2,209,798		$708,611
	WBT Auxiliary Lane					$2,209,798		$708,611
	Signal Timings					$58,716		$18,828
Bruce B Downs Blvd@ Dona Michelle Rd	Receiving lane for SBL	1466	13,856	15,416	1,560	$2,209,798	93.97%	$2,076,644
	Receiving lane for NBT					$2,209,798		$2,076,644
	NBT Auxiliary Lane					$2,209,798		$2,076,644
	SBL					$473,645		$445,105
	Signal Timings					$58,716		$55,178
Bruce B Downs Blvd @ Regents Park	Receiving lane for SBL	2515	8,670	13,463	4,793	$2,209,798	52.47%	$1,159,533
	Receiving lane for NBL					$2,209,798		$1,159,533
	SBL					$473,645		$248,533
	NBL					$473,645		$248,533
	NBT Auxiliary Lane					$2,209,798		$1,159,533
	Receiving lane for NBT					$2,209,798		$1,159,533
	EBL					$473,645		$248,533
	Signal Timings					$58,716		$30,810
Bruce B. Downs @ Pebble Creek	NBT Auxiliary Lane	2490	7,067	12,988	5,921	$2,209,798	42.05%	$929,302
	SBL					$473,645		$199,185
	Signal Timings					$58,716		$24,692
Bruce B Downs Blvd @ Highwoods Preserve	Receiving lane for SBL	1719	14,054	14,055	1	$2,209,798	100.00%	$2,209,798
	SBL					$473,645		$473,645
	NBR					$998,652		$998,652
	WBL					$473,645		$473,645
	Signal Timings					$58,716		$58,716
County Line Road@ SR 581	NBR	3302	8,951	13,372	4,421	$998,652	74.69%	$745,883
	SBL					$473,645		$353,761
	EBL					$473,645		$353,761
	WBL					$473,645		$353,761
	NBL					$473,645		$353,761
	Signal Timings					$58,716		$43,854

TABLE 21-14C

WIREGRASS DRI - PHASE 3

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
Bruce B. Downs @ Cross Creek	Receiving lane for SBL	2110	12,271	13,050	779	$2,209,798	100.00%	$2,209,798
	EBL					$473,645		$473,645
	NBL					$473,645		$473,645
	SBL					$473,645		$473,645
	Signal Timings					$58,716		$58,716
Bruce B. Downs @ Amberly Drive	NBL	227	10,016	12,926	2,910	$473,645	7.80%	$36,948
	WBL					$473,645		$36,948
	SBL					$473,645		$36,948
	Signal Timings					$58,716		$4,580
Bruce B. Downs @ Tampa Palms	NBL	227	9,229	11,882	11,882	$473,645	1.91%	$9,049
	WBL					$473,645		$9,049
	Signal Timings					$58,716		$1,122
Bruce B. Downs @ Commerce Palms	Receiving lane for SBL	671	9,499	12,794	3,295	$2,209,798	15.90%	$351,369
	NBL					$473,645		$75,312
	SBL					$473,645		$75,312
	Signal Timings					$58,716		$9,336
Bruce B. Downs @ Bearss	Receiving lane for NBL	208	9,390	11,505	2,115	$2,209,798	9.83%	$217,323
	NBL					$473,645		$46,581
	EBL					$473,645		$46,581
	SBR					$998,652		$98,213
	Signal Timings					$58,716		$5,774
Bruce B. Downs @ Skipper Road	NBL	228	7,911	10,385	2,474	$473,645	9.22%	$43,650
	Signal Timings					$58,716		$5,411
Bruce B. Downs @ Lake Forest Road	SBL	103	9,327	12,316	2,989	$473,645	3.45%	$16,322
	Signal Timings					$58,716		$2,023
Collier Pkwy @ County Line Rd.	EBL	138	5,274	6,230	956	$473,645	14.44%	$68,371
	WBR					$998,652		$144,157
	Signal Timings					$58,716		$8,476
US 41 @ County Line Road	NBR	148	5,308	6,911	1,603	$998,652	9.23%	$92,202
	EBL					$473,645		$43,730
	WBL					$473,645		$43,730
	EBT Auxiliary Lane					$2,209,798		$204,024
	Receiving lane for EBT					$2,209,798		$204,024
	Signal Timings					$58,716		$5,421
SR 54 @ Old Pasco Road	EBL	520	4,538	6,906	2,368	$473,645	21.96%	$104,010
	Signal Timings					$58,716		$12,894
Morris Bridge @ Cross Creek	Receiving lane for EBL	86	3,525	4,407	882	$2,209,798	9.75%	$215,468
	NBL					$473,645		$46,183
	Signal Timings					$58,716		$5,725

TABLE 21-14C

WIREGRASS DRI - PHASE 3

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
SR 52 @ US 41	EBT Auxiliary Lane	105	5,243	7,184	1,941	$2,209,798	5.41%	$119,541
	Receiving lane for EBT					$2,209,798		$119,541
	WBT Auxiliary Lane					$2,209,798		$119,541
	Receiving lane for WBT					$2,209,798		$119,541
	NBT Auxiliary Lane					$2,209,798		$119,541
	Receiving lane for NBT					$2,209,798		$119,541
	SBT Auxiliary Lane					$2,209,798		$119,541
	Receiving lane for SBT					$2,209,798		$119,541
	NBL					$473,645		$25,622
	Signal Timings					$58,716		$3,176
SR 54 @ Coats Road	EBR	306	3,769	5,008	1,239	$998,652	24.70%	$246,640
	EBL					$473,645		$116,978
	Receiving lane for EBL					$2,209,798		$545,761
	NBL					$473,645		$116,978
	Receiving lane for NBL					$2,209,798		$545,761
	SBR					$998,652		$246,640
	Signal Timings					$58,716		$14,501
SR 54 @ SR 56[6]	SBR	971	7,492	16,553	9,061	72,688,317	10.72%	$7,789,466
	EBL Fly-over							
	Receiving lane for EBT							
	WBT Auxiliary Lane							
	WBR							
	Signal Timings							
Bruce B Downs @ I-75	NBL at WB Ramp	1325	14,648	14,989	341	$473,645	100.00%	$473,645
	Signal Timings					$58,716		$58,716
SR 54 @ Suncoast Pkwy NB Ramp	2WBT	183	5,977	10,066	4,089	$4,419,597	4.48%	$197,796
	NBL					$473,645		$21,198
	Receiving lane for EBT					$2,209,798		$98,898
	Receiving lane for EBL					$2,209,798		$98,898
	Acceleration lane for NBR					$2,209,798		$98,898
	Signal Timings					$58,716		$2,628
SR 54 @ Porter Blvd.	WBT Auxiliary Lane	2223	11,128	12,897	1,769	$2,209,798	100.00%	$2,209,798
	Receiving lane for EBT					$2,209,798		$2,209,798
Collier Pkwy @ SR 54[6]	Interchange	810	8,844	19,328	10,484	$106,385,628	7.73%	$8,219,416
	SR 54 Fly-over, WBL							
CR 54 @ I-75[6]	Interchange Reconstruction	2343	18,268	22,434	4,166	$85,829,700	35.31%	$30,306,467
	NBL, SBL							
SR 56 @ I-75[6]	Interchange Reconstruction	1668	18,661	27,842	9,181	$28,755,206	26.67%	$7,669,014
	EBL, NBL, SBL							
US 41 @ SR 54	Interchange[4]	397	10,753	21,830	11,077	$124,145,000	3.58%	$4,449,360
	US 41 Fly-over, NBR,EBR,WBR - free flow turns							
SR 56 @ SR 581[6]	Each Approach - Triple Lefts, Three Thrus, Excl. Rights (EB Dual Right)	5028	8403	13,161	4,758	$2,475,659	100.00%	$2,475,659
					Total:	$649,718,703	Intersection Total	$162,410,949

TABLE 21-14C

WIREGRASS DRI - PHASE 3

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED 10/26/09

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost (June '09)	% Contribution[3]	Proportionate Cost (June '09)
Notes:					Pasco:	$607,336,879	Pasco:	$139,281,523
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						$42,381,823	Hillsborough:	$23,129,425
(1) D7 June 2009 Construction Cost for 300 feet exclusive right turn lane is			$251,069					
Construction cost for 300 feet exclusive left turn lane is			$119,078					
For intesection turn lanes, assume each turn lane leg is 0.1 miles								
Total Construction Cost for 0.1 mile exclusive right turn lane is			$441,881					
Total Construction Cost for 0.1 mile exclusive left turn lane is			$209,577					
To obtain the total cost for the turn lane improvement, Right-of-way cost at a rate of 120% of construction cost (less scope contingency) was added to the construction costs								
Total Improvement Cost for 0.1 mile exclusive right turn lane is			$998,652					
Total Improvement Cost for 0.1 mile exclusive left turn lane is			$473,645					
(2) For through lanes, a transition length of 0.25 miles was used.								
Construction Cost for adding one mile of one (1) through lane on the inside		$3,911,148						
Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of 120% of construction cost is					$2,209,798			
(3) Before and After Improvement capacities were considered from HCS and Synchro software for the respective intersections								
(4)Total cost for new interchange at SR 54 and US 41 is			$124,145,000	(Revised from $160M based on latest estimates)				
(5) Cost for modifying signal timings and or phasing =			$58,716					
15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.								
(6) Updated using costs from detailed concept plans - for detailed cost breakdowns, see attached worksheeet								
Concept plan costs reduced by 22.41%, consistent with cost reduction at SR 54 and US 41 interchange.								
(7) Improvements provided are in addition to the 'Existing plus Committed' Improvements, with the exception of SR 56 @ SR 581								

EXHIBIT I

WIREGRASS RANCH DRI NO. 260

WIREGRASS RANCH TRANSPORTATION MITIGATION TABLE

WIREGRASS - PHASE 1 TRANSPORTATION MITIGATION

Rev. May 13, 2010

Agreed Proportionate Share Requirements

	Gross Prop Share	L.E. Credit [4]	Net Prop. Share
Phase 1	$ 179,257,826	$ 13,122,985	$ 166,134,841
Phase 2	$ 148,251,087	$ 24,668,924	$ 123,582,163
Phase 3	$ 55,002,403	$ 13,122,985	$ 41,879,418
Gross Total	$ *382,511,316*	Net Total	$ *331,596,422*

Proposed Phase 1 Pipeline Projects
Agreed Proportionate Share and Impact Fee Credits

	Roadway	Total Construction Cost	Proportionate Share Credit	Impact Fee Credit	Financial Assurance [1]	Start Date [2]
1	SR 56 / 581 Intersection	$ 2,475,659	100%	50%	3/31/2008 [5]	1/1/2008 [5]
2	SR 56 - 581 to Wiregrass Ranch Blvd. [6]	$ 22,047,878	100%	50%	3/31/2008 [5]	1/1/2008 [5]
3	SR 56 - Wiregrass Ranch Blvd. to Meadow Pointe Blvd. [6]	$ 14,269,298	100%	50%/100%	3/31/2008 [5]	1/1/2008 [5]
4	Mansfield Blvd.	$ 5,956,019	50%	50%	3/31/2008 [5]	6/1/2008 [5]
5	Meadow Pointe Blvd.	$ 17,975,988	100%	100%	3/31/2014	10/1/2014
6	CR 54 Widening	$ 45,275,094	100%	100%	1/15/2014	10/1/2017
7	Wiregrass Ranch Blvd. [6]	$ 29,579,924	50%	50%	3/31/2017	10/1/2017
8	SR 581 Realignment	$ 34,920,553	100%	67%	3/31/2017	10/1/2017
9	Chancey Road	$ 12,343,775	50%	50%	3/31/2017	10/1/2017
10	SR 54 ROW Acquisition Fund	$ 5,000,000	100%	100%	N/A	N/A
11	Park & Ride Facility	$ 3,454,459	100%	100%	N/A [7]	N/A [7]
Total			$ *169,358,788* [3]			

[1] A letter of credit, bond or other form of financial assurance shall satisfy this requirement.

[2] Schedule shown does not preclude the developer from initiating construction of the improvements earlier than the dates required.

[3] Additional proportionate share credit in excess of the required Phase 1 net proportionate share identified above shall be applied to the initial development to be constructed in Phase 2.

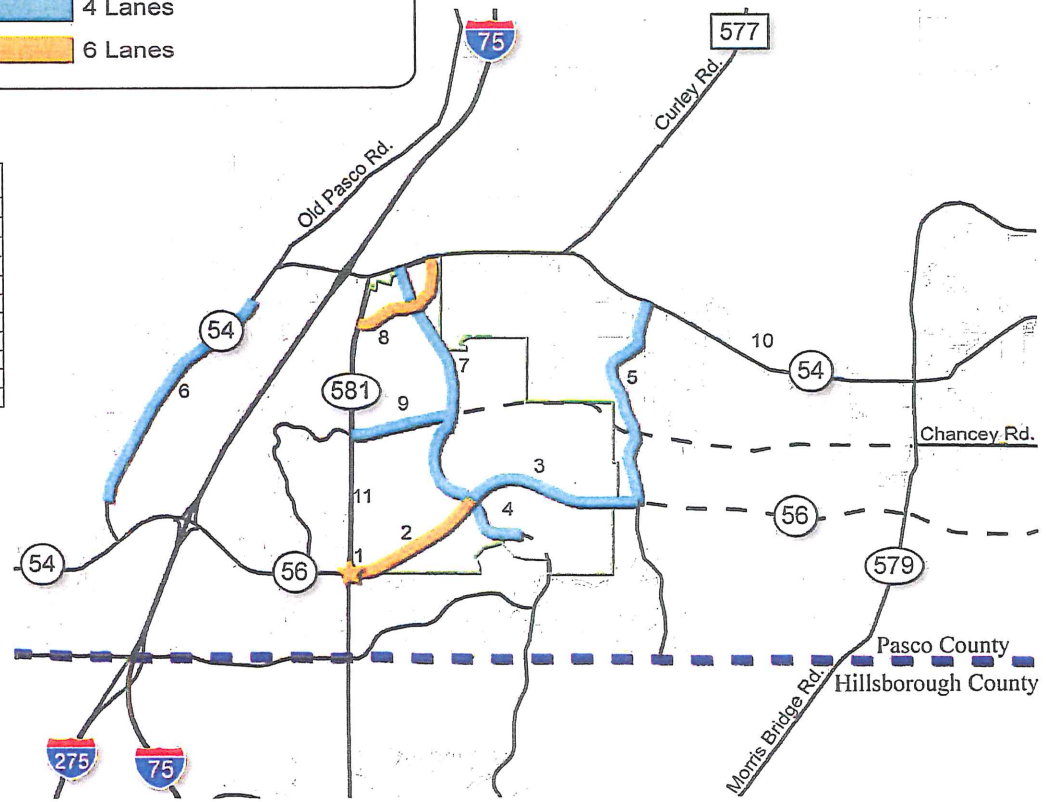
[4] The Limited Exemption (L.E.) credit is made up of the following:
Office: $26,499,278
Hospital/Med Office: $7,550,211
Community College: $2,255,258
Town Center: $12,869,677
Hotel: $1,740,470

[5] These obligations have been satisfied.

[6] Wiregrass Ranch Boulevard is formerly known as Porter Boulevard.

[7] To be determined in accordance with the Easement Agreement.

[8] All costs indentified are based on June 2009 FDOT cost index.



- LEGEND -
Major Roads
All Roads
Future Roads
Wiregrass
County Line

N

SCALE
0' 6,000' 12,000'

King ENGINEERING ASSOCIATES, INC.
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GRAPHIC REPRESENTATIONS ARE GENERAL IN NATURE AND SHOULD BE USED FOR PLANNING PURPOSES ONLY

PASCO COUNTY

TABLE 1
PROPOSED MITIGATION FOR WIREGRASS DRI - PHASE 1
Date 10/26/09

Item	Description	Improvement	Cost/Mile (D7 June 2009)	Reference	Link Length (feet)	Link Length (mile)	Total Project Cost Source: District 7 June 2008 Cost	Percentage Proportionate Share Credit	Total Proportionate Share Credit (D7 June 2008)
1	SR 56/ SR 581 (FDOT ultimate intersection)	n/a	n/a	Proportionate Share Tables	n/a	n/a	$2,475,659	100%	$2,475,659
2	SR 56 - from SR 581 to Wiregrass Ranch Blvd.	2 lanes to 6 lanes	n/a	Proportionate Share Tables	8,501	1.61	$22,047,878	100%	$22,047,878
3	SR 56 - from Wiregrass Ranch Blvd. to Meadow Pointe Blvd.	2 lanes to 4 lanes	n/a	Proportionate Share Tables	8,976	1.70	$14,269,298	100%	$14,269,298
4	Mansfield Blvd. - from SR 56 to School Entrance	New 4 lanes	$10,361,706	VII	3,035	0.57	$5,956,019	50%	$2,978,009
5	Meadow Pointe - from SR 54 to SR 56	2 lanes to 4 lanes	$6,994,548	IX	13,554	2.57	$17,975,988	100%	$17,975,988
6	CR 54 Widening - CCTC to Magnolia Drive	2 lanes to 4 lanes	Meeting 07/12/07	Meeting 07/12/07	n/a	n/a	$45,275,094	100%	$45,275,094
7	Wiregrass Ranch Blvd. - from SR 54 to SR 56	New 4 lanes	$10,361,706	VII	15,073	2.85	$29,579,924	50%	$14,789,962
8	[1]SR 581 Realignment	New 6 lanes	$20,541,502	I	8,976	1.70	$34,920,553	100%	$34,920,553
9	Chancey Road - from SR 581 to Porter Blvd.	New 4 lanes	$10,361,706	VII	6,290	1.19	$12,343,775	50%	$6,171,887
10	[2]SR 54 ROW Acquisition Fund	n/a	n/a	n/a	n/a	n/a	$5,000,000	100%	$5,000,000
11	Park & Ride Facility	n/a	n/a	Meeting 07/12/07	n/a	n/a	$3,454,459	100%	$3,454,459
						Total	$193,298,647		$169,358,788

Phase 1 Net Proportionate Share $166,134,841

Note:
1)[1] Realignment length was taken from County's Mitigation Proposal 06/13/07
2) [2] To Be paid on a "per trip" basis from the inception of Phase 1 development.
3) Concept plan costs were reduced by34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.

Source:

Table 1A- Obtained from District 7 Transportation Cost Estimates

Ref.	Urban Road	District 7 June 2009 Costs		
		Construction Cost Per Mile	Design & CEI Cost Per Mile	Total Cost Per Mile
I	6 Lane Roadway	$15,801,155	$4,740,347	$20,541,502
II	4 Lane Roadway	$12,913,392	$3,874,018	$16,787,410
III	2 Lane Roadway	$9,218,985	$2,765,696	$11,984,681
VI	Add Lanes(2 to 4)	$8,717,034	$2,615,110	$11,332,144
V	Add Lanes(4 to 6)	$9,603,394	$2,881,018	$12,484,412

Table 1B- County Methodology for Cost Calculations

Ref.	Urban Road	District 7 June 2009 Costs				
		FDOT Subtotal Construction Cost Per Mile	Pasco County Construction Cost Per Mile	Design & CEI Cost Per Mile	Scope Contingency	Total Cost Per Mile
VI	6 Lane Roadway	$12,640,924	$10,744,785	$859,583	$1,074,479	$12,678,847
VII	4 Lane Roadway	$10,330,714	$8,781,107	$702,489	$878,111	$10,361,706
VIII	2 Lane Roadway	$7,375,189	$6,268,911	$501,513	$626,891	$7,397,315
IX	Add Lanes(2 to 4)	$6,973,627	$5,927,583	$474,207	$592,758	$6,994,548
X	Add Lanes(4 to 6)	$7,682,715	$6,530,308	$522,425	$653,031	$7,705,763

Calculation:
1.Subtotal construction cost per mile was taken from District 7 June 2009 costs.
2. Total construction cost per mile is 85% of FDOT District 7 June 2009 costs.
3. Design and CEI is 8% of the Pasco County construction costs.
4. Contingency cost is 10% of the Pasco County construction cost.

Exhibit I (Continued from Pages 1 & 2)

Wiregrass DRI Transportation Mitigation Terms and Conditions:

1. The Owner/Applicant and the County have agreed on the specific pipeline projects required for Phase 1 as identified on Page 1 of this Exhibit I. The remaining pipeline project(s) for Phases 2 and 3 shall be determined by mutual agreement prior to the completion of Phase 1, or March 1, 2014, whichever is first to occur. The Phase 2 and 3 proportionate share shall be utilized for facility or mobility improvements in Pasco County that benefit one or more of the following roadway segments: (I-75 from the I-75/I-275 apex north to S.R. 52, or (2) S.R. 54/56 east of U.S. 41. Prior to the County authorizing the commencement of development for Phases 2 and 3, the specific Phase 2 and 3 improvements shall be identified through the filing of a NOPC and development order amendment. The improvements shall be consistent with s. 163.3180(12). F.S., and the schedule of capital improvements in the comprehensive plan shall be amended at the next regularly scheduled update to include the improvements if they are not already in the schedule. The County has agreed to the total construction costs for all the pipeline projects, except for the Park and Ride Facility, for which a conceptual cost estimate only has been included on Page 1. The final agreed to construction costs for the Park and Ride Facility shall be set forth in the Development Agreement. To the extent the final proportionate share credit amount set forth on Page 1 of this Exhibit I and the DA for the Park and Ride Facility, is less than, or exceeds the final agreed to construction costs for this improvement, then such credit excess (or shortfall) shall be applied to the Phase 2 proportionate share, at the time the Phase 2 transportation mitigation improvements are established.

2. As reflected in the tables set forth on page 1 of this Exhibit I, Wiregrass DRI shall receive proportionate share credit for the pipeline projects to the extent, and as set forth, on Page 1 of this Exhibit I. All such credits shall be provided at the same cost as set forth in this Exhibit I (except for the Park and Ride Facility which shall be determined as set forth in Note 1, above), regardless of the actual cost of construction for such pipeline project.

3. The Phase 1 pipeline projects and proportionate share credit agreed to by Owner/Applicant and the County include the third and fourth lanes of some internal regional collector roadways (Wiregrass Ranch, Mansfield, and Chancey) (the "Internal Collector Roadways"). These Internal Collector Roadways would not generally be considered by the County to be viable pipeline projects or proportionate share creditable, because (1) the Internal Collector Roadways were not identified as needed improvements in Exhibit H (the Proportionate Share Calculation Table), and (2) the Internal Collector Roadways are necessary to some extent for the internal development of the DRI. However, the County has agreed that it is in the public interest to include the third and fourth lanes of these roadways as pipeline projects and provide proportionate share credit for the cost of constructing the third and fourth lanes of these Internal Collector Roadways due to the following unique circumstances relating to the Wiregrass DRI: (1) the Wiregrass DRI is uniquely surrounded by 3 major arterial roadways and close to I-75, and the third and fourth lanes of the Internal Collector Roadways serve as parallel collectors to partially relieve congestion on the surrounding arterial and interstate network, (2) the Wiregrass DRI is uniquely surrounded by three existing Developments of Regional Impact with substantial existing development, (3) the Internal Collector Roadways serve unique public facilities provided by the Wiregrass DRI Owner/Applicant, including a Community College, a Government Services Building, a High School/Middle School site, 3 Elementary School sites, and potentially a 4th Elementary School site. (4)

the Wiregrass DRI contains land uses estimated to generate over 20,000 p.m. peak hour gross trips and over Three Hundred Million Dollars worth of proportionate share mitigation at buildout of Phases 1 through 3. Notwithstanding the foregoing, the County has specifically not provided any proportionate share credit or impact fee credit for the first two lanes of construction, or four lanes of right of way, for the Internal Collector Roadways, because the County has determined, consistent with prior policy and legislative declarations in the Transportation Impact Fee Ordinance and Section 610.3 of the Land Development Code, that these portions of the Internal Collector Roadways are site access related improvements that primarily serve the internal development of the DRI. The County has additionally determined that the provision of proportionate share credit and impact fee credit for the third and fourth lanes of the Internal Collector Roadways shall not serve as a legal or policy precedent for any other DRI or non-DRI project that does not meet all of the unique criteria of the Wiregrass DRI as set forth in this paragraph.

4. The deadlines for provision of a letter of credit, bond, or other form of financial assurance acceptable to the County for each pipeline improvement are set forth in the tables contained on Page 1 of this Exhibit I and in the entitlement-related form of financial assurance requirements set forth below, for each respective pipeline project. Similarly, the deadline for each construction commencement date is set forth in these tables. All construction completion deadlines shall be 18 months after the commencement of construction, unless extended in the DA or the SR 56 Roadway Agreement between Locust Branch, LLC, Meadow Pointe IV CDD and Pasco County as may be amended by agreement of the County (based upon particular circumstances related to such pipeline).

5. Based upon a comparative analysis of expected trip generation versus levels of entitlements for various stages of development within Phase 1, Wiregrass DRI may proceed with the following subphases of Phase 1 of the development:

   (i) Phase 1A: The Applicant/Owner (or its designee) has posted the letter of credit, bond or other form of financial assurance and commenced Pipeline Projects 1, 2 and 3, and Pipeline Project 4 has been constructed and opened to the traveling public; therefore, construction plan approvals may be procured for the following additional development : up to 463,891 s.f. of retail space; up to 120 hotel rooms (which hotel development is subject to applicable provisions relating to Limited Exemptions in Section 9, below); up to 950 multi-family units; up to 99,180 s.f. of medical office; up to 100 hospital beds; up to 310,000 s.f. of office space and up to 707 f.t.e. students of community college; up to 300,000 square feet of Attraction and Recreation Facilities ("ARF") as defined in Section 5.b(6) of the DO; and up to 360 hotel rooms, and 100,000 s.f. of medical office, and 200,000 s.f. of office; or the equivalent pm peak hour trips allowed pursuant to the DO and Equivalency Matrix. In no event shall the Phase 1A non-residential entitlements be converted to residential entitlements ("Phase 1A"). In no event shall the Phase 1A multi-family residential be converted to single family residential entitlements.

   (ii) Phase 1B: Upon provision of the letter of credit, bond or other form of financial assurance; for pipelines, #1, 2, 3, and 5, and Pipeline #4 has been constructed and is opened to the traveling public, plats (or construction plan approvals where no plat is required) may be procured for the following additional development; up to 1,380 single family units and 620 townhome units; and up to 800,000 sf of

retail space (in addition to the previously approved Wal-Mart store on Parcel C-2 (for 217,522 s.f.) and JC Penney store on Parcel C-6 (for 99,387 s.f.); or equivalent p.m. peak hour trips allowed pursuant to the DO and Equivalency Matrix("Phase 1B").

The Applicant/Owner (or its designee) has posted the letter of credit, bond or other form of financial assurance and commenced Pipeline Projects 1, 2 and 3, and Pipeline Project 4 has been constructed and opened to the traveling public. Therefore, the foregoing paragraph notwithstanding, plats (or construction plan approvals where no plat is required) may be procured for the following portion of the Phase 1B entitlements provided the Applicant/Owner (or its designee) has not exceeded the letter of credit/bond/financial assurance deadlines for pipeline project 5: (i) Up to 800,000 s.f. of retail space; (ii) Up to 217,522 s.f. of retail may be permitted on Parcel C2 for the Wal-Mart store pursuant to the preliminary site plan approval prior to this Development Order upon completion of the improvements required by the Wal-Mart preliminary site plan approval; (iii) Up to 99,387 s.f. of retail may be permitted on Parcel C6 for the J.C. Penney store pursuant to the preliminary site plan approved prior to this Development Order upon completion of SR 56 from SR 581 to the Parcel C6 commercial entrance, including the 56/581 intersection improvements (per approved FDOT plans); (iv) Up to 1,000 residential units on Parcel(s) S1, S3-A and/or S3 may be constructed upon completion of Chancey Road (4 lanes) from SR 581 to the S1 entrance; (v) Up to 1,000 additional residential units on Parcel(s) S1, S3-A and/or S3 may be constructed upon completion of Mansfield Blvd. (4 lanes from SR 56 past the high school entrance, and two lanes south to Meadow Pointe subdivision).

(iii) Phase 1C: Upon provision of the letter of credit, bond or other form of financial assurance for pipelines #1-5, inclusive, and #7 and provision of the required easement agreement for mitigation item #11, plats (or construction plan approvals where no plat is required) may be procured for the following additional development: up to 1,000 single family units, and up to 1,050 multifamily units, and 18 holes of golf course, or the equivalent p.m. peak hour trips allowed pursuant to the DO and Equivalency Matrix ("Phase 1C"). (See also Condition 5(vi) below).

(iv) Phase 1D: Upon provision of the letter of credit, bond or other form of financial assurance for all Phase 1 pipelines, other than item #10 (which is a per-trip fee), and provision of the required easement agreement for item #11, plats/construction plan approvals may be procured for the following additional development: up to 1,000 single family units or the equivalent p.m. peak hour trips allowed pursuant to the DO and Equivalency Matrix ("Phase 1D"). (See also Condition 5(vi) below).

(v) Notwithstanding the foregoing, the required easement agreement for mitigation item #11 shall be provided prior to the issuance of the first building permit for any vertical development on Parcel M11.

(vi) Notwithstanding the foregoing, until such time as the letters of credit, bonds or other forms of financial assurance for the Phase 1C/1D Pipeline Projects (Phase 1C/1D Assurance) have been provided, Phase 1C/1D entitlements shall pay a per trip fee at the rate of $47,557 per trip ($125,573,805 Phase 1C/1D proportionate share obligation/2,640.5 Phase 1C/1D peak hour trips) (Phase

1C/1D Per Trip Fee). The Phase 1C/1D Per Trip Fee shall be based on the number of trips generated by the applicable entitlement using the trip generation rates in the attached LUEM (Exhibit F) and shall be payable at the same time as transportation impact fees. The Phase 1C/1D Per Trip Fee is in addition to any transportation impact fees that may be required. Whenever a a Phase 1C/1D Assurance has been accepted by the County for Pipeline Projects 6, 7, 8, 9 or 11, the Phase 1C/1D Per Trip Fee rate shall be reduced. The new rate shall be determined by dividing the remaining unsecured Phase 1C/1D proportionate share obligation by the remaining Phase 1C/1D trips that have not received a building permit. (Example: Assurance posted for Pipeline Project 6 and there are no Phase 1C/1D entitlements that have received a building permit. The new rate would be [$125,573,805-$45,275,094]/2,640.5=$30,410.) Once the total aggregate contribution of all the Phase 1C/1D funds (both the Phase 1C/1D Per Trip Fees and Phase 1C/1D Assurance amounts) provided to the County equals the total proportionate share obligation for Phase 1C/1D, no additional payments or assurances shall be required for Phase 1C/1D entitlements. The County agrees to account for the Phase 1C/1D Per Trip Fee in a separate line item account (Wiregrass Phase 1C/1D Pipeline Account) that is designated and used for proportionate share funds attributable to Pipeline Projects 6, 7, 8, 9 and 11 for reimbursement to the Credit Receiving Entity as defined in the Development Agreement. Once the Credit-Receiving Entity has posted any of the Phase 1C/1D financial assurances for any of the corresponding Pipeline Projects 6, 7, 8, 9 or 11, the County agrees to promptly reimburse to the Credit-Receiving Entity a pro-rata share of the Phase 1C/1D Per Trip Fees paid. The pro rata share shall be based on the ratio of the Phase 1C/1D Assurance posted compared to the Phase 1C/1D proportionate share obligation remaining immediately prior to posting. (Example: Bond is posted for Pipeline Project 6 which costs $45,275,094. This represents 36% of the total Phase 1C/1D proportionate share obligation remaining immediately prior to such posting [$45,275,094/$125,573,805]. Therefore, 36% of the Phase 1C/1D Per Trip Fees paid to date would be reimbursed.)

(vii) Notwithstanding the foregoing, there is no limitation on the timing or quantity (including the advancement within Phase 1 or from Phase 2 or Phase 3 forward) of any specifically approved Town Center, Office/Employment Center, or other Limited Exemption entitlements authorized by this DO or the County's Concurrency Management Ordinance.

(viii) If plats (or construction plan approvals where no plat is required) have been procured for any entitlements set forth herein, then the C.O.'s for such entitlements shall be issued by the County subject only to compliance with all other County regulations including, but not limited to, the Master Roadway Plan.

(ix) All development shall be subject to and consistent with Section 4.e of the Development Order.

6. The Phase 1 pipeline projects for SR 56 require the Applicant/Owner (or its designee) to add lanes 3 through 6 (Pipeline #2, from SR 581 to Wiregrass Ranch Blvd.) and lanes 3 and 4 (Pipeline #3, from Wiregrass Ranch Blvd. to Meadow Pt. Blvd.) to an existing DO and DA obligation of Wesley Chapel Lakes DRI to build the first 2 lanes of SR 56 through Wiregrass DRI. Therefore, Wiregrass DRI has been provided no proportionate share credit for the first 2 lanes of SR 56 (a credit reduction of $ 9,033,180).

Notwithstanding approval of this DO, Wesley Chapel Lakes DRI shall remain legally obligated for the complete cost of construction of the first 2 lanes of SR 56, the necessary SR56/SR581 intersection improvements, and the necessary SR 56/Meadow Pointe Boulevard intersection improvements, and shall only receive proportionate share and impact fee credits therefore, as limited by and set forth in the DO and DA for Wesley Chapel Lakes DRI. Commencement of pipeline #2 (S.R. 56-581 to Wiregrass Ranch Blvd.) shall constitute commencement of pipeline #3 (S.R. 56- Wiregrass Ranch Blvd. to Meadow Pointe Blvd.).

In the event Wiregrass DRI elects to construct the first 2 lanes pursuant to the existing SR 56 Road Agreement between and among Wiregrass DRI, Wesley Chapel Lakes DRI, and the County, Wiregrass DRI reserves the right to negotiate for a cost contribution from Wesley Chapel Lakes DRI for the initial 2 lanes of SR 56, the SR 56/SR 581 intersection, and the SR 56/Meadow Pointe Boulevard intersection, up to the full amount of the proportionate share (FDOT cost) credit reduction that has been made by the County to Wiregrass DRI. Absent a mutual agreement between Wiregrass DRI and Wesley Chapel Lakes DRI for such 2 lane contribution amount, and intersection contribution amounts, Wiregrass DRI shall not be obligated to construct the initial 2 lanes or the intersections under this DO, but shall be required to add the additional lanes (beyond 2 lanes) pursuant to this DO, when Wesley Chapel Lakes DRI fulfills its DO/DA obligations. Provided, however, in no event shall Wiregrass DRI be relieved of any of the deadlines or letter of credit/bond/financial assurance requirements for S.R. 56, or the SR 56/581 intersection, set forth in this Exhibit I.

7. The cost basis for the proportionate share obligation for each pipeline improvement and proportionate share credits is set forth on page 1 of this Exhibit I. With respect to FDOT projects, the June 2009 cost estimates published by FDOT District 7 have been utilized, as required by FDOT and the County. The Phase 2 and Phase 3 proportionate share amounts on Page 1 of this Exhibit I (as adjusted pursuant to Note 1 above) shall be inflated or deflated to the time of payment and/or project identification using the indexing rates of Pasco County's Transportation Impact Fee Ordinance. The Phase 1 developer construction projects shall be constructed by developer regardless of actual cost. However, in the event the FDOT published construction cost figures utilized herein for the current DRI proportionate share calculations are decreased subsequent to adoption of this DO, then the Applicant/Owner shall have the right to recalculate the required proportionate share mitigation amount for Phase 1, 2 and 3 (as adjusted pursuant to Note 1 above), based upon such adjusted FDOT cost figures. Any required adjustment shall be substituted as Exhibits H and I to this DO, after approval thereof by the County, and required adjustments shall be reflected by appropriate amendment(s) to any related DA for Wiregrass Ranch DRI. The revised Exhibits H and I shall also revise the Limited Exemption proportionate share credit shown on page 1 of Exhibit I accordingly, based on the adjusted FDOT cost figures. Exhibit H and I may also be revised as necessary to reflect additional proportionate share credit consistent with condition 16. The Phase 1 proportionate share mitigation amount may be recalculated as referenced above provided the Phase 1 mitigation pipeline projects are not modified.

8. Impact fee credits will be provided based upon the applicable percentage of the total construction cost amount set forth on page 1 of this Exhibit I, or actual cost, whichever is less, subject to the requirements of the DA and the Transportation Impact Fee Ordinance. No fee credits shall be acknowledged by the County for any developer, builder, or parcel buyer within Wiregrass DRI except upon presentation by such party of a written, executed, and notarized assignment of impact fee credits from the legal entity

that owns/holds such credits. Notwithstanding anything to the contrary in this Exhibit I, no impact fee credits shall be provided for the FDOT and County required Wal-Mart interim improvements required pursuant to the FDOT Settlement Agreement and prior County approvals for Wal-Mart, nor for the prior interim improvements made for the JC Penney store. The CIP allocations for the fee credits, including recognition of the prior impact fees already paid for the JC Penney store, shall be addressed in the DA. Phase 1 pipeline #3 (SR 56 from Wiregrass Ranch Blvd to Meadow Pointe Blvd) shall receive 50% impact fee credit for the on-site portion and 100% credit for the off-site portion, subject to the above provisions. Impact fee credits for pipeline project #1 (the 56/581 intersection) shall be reduced by any impact fee credits provided to the Wesley Chapel Lakes DRI or the Seven Oaks DRI for their required contributions to said project.

9. Limited Exemption (as defined in the DO) entitlements for which proportionate share credit has been granted shall be responsible only for the payment of transportation impact fees to address their proportionate share obligation, subject to any incentives granted pursuant to the Pasco County Economic Development Incentive Ordinance. Pasco County shall address the proportionate share obligation for compliant Limited Exemption (as defined in the DO) entitlements through the application of transportation impact fees or other revenue sources toward one or more of the improvements listed in Exhibit H (the Proportionate Share Calculation Table) or toward alternate road or mobility improvements that benefit the improvements in Exhibit H.

10. The alignment for SR 581 through Wiregrass DRI shall be mutually agreed by the Applicant/Owner and the County, and is subject to FDOT approval and permitting. The County agrees that impacts to wetlands shall be avoided where practical, provided that FDOT and County road design requirements can be met, and provided that the alignment is flexible to allow Wiregrass DRI to maximize the feasibility and marketability of frontage parcels along the SR 581 re-alignment (due to the increased quantity of donated right-of-way acreage that is required for such re-alignment). The County also agrees to support the request for signalization at the Wiregrass Ranch Blvd. and the realigned SR 581 intersections at SR54, subject to the FDOT design approval and permitting process for such pipeline. No frontage road system will be required within Wiregrass DRI for the SR 581 re-alignment, due to the increased quantity of donated right-of-way that is required for such pipeline, provided however, that appropriate interconnects will be required between adjacent parcels in accordance with LDC.

11. The Phase 1 SR 54 Right-of-Way fund contribution (Curley Road to Morris Bridge Road) shall be made on a per-trip basis, at the rate of $576.57 per trip ($5,000,000/8,672 Phase 1 peak hour trips), payable at the same time as transportation impact fees through the permitting of Phase 1 entitlements until the total $5,000,000 is paid to the County, but in any event prior to December 31, 2019. Once the total aggregate contribution of all the SR 54 Right-of-Way funds being paid to the County equals $5,000,000 no additional SR 54 Right-of-Ways payments shall be required for any remaining Phase 1 entitlements. No bond or other form of financial assurance is required for this mitigation item. The payment of the Phase 1 SR 54 Right-of-Way fund is in addition to any transportation impact fees that may be required.

12. With respect to the Phase 1 CR 54 pipeline #6 project, the County will be responsible for all design and permit approvals and right-of-way acquisition (this cost already has been deducted from the pipeline credit amount to Wiregrass DRI, which is obligated for construction costs, only, as to this pipeline project). Wiregrass DRI will be required to commence construction of this project by 10/01/17 or 6 months following acquisition of

all right-of-way and design/permit approvals by the County, whichever is later. Letter of credit, bond, or other form of financial assurance shall be provided prior to March 31, 2014. This paragraph and the CR 54 obligations may be modified within the Development Agreement.

13. The Park & Ride Facility (item #11) for Phase 1 may be located by the Applicant/Owner within any of the following DRI parcels C4, S3A, O2, M11, C5, C6, C7, O3, along SR 581 or SR 56 subject to the requirements of paragraph 5 and subject to the approval of PCPT and the County Growth Management Administrator. The facility shall consist of 150 parking spaces to be designed, permitted and constructed by Applicant/Owner, or its designee. The facility must have reasonable access to SR 581, but need not directly abut SR 581. Fee simple ownership and use of the land containing the facility may remain titled in owner or its designee, and a permanent, non-exclusive easement agreement for use of the 150 park-and-ride spaces, in favor of the County or its designated agency, shall suffice for dedication or provision of said facility as the required mitigation pipeline contemplated herein. The Park and Ride Facility shall also be made available to the Hillsborough Regional Transit Authority (HARTline), including, but not limited to, for HARTline routes 51X (the New Tampa/Pasco Express Route) and 52LX (the U.A.T.C./New Tampa/Pasco Limited Express Route).

14. To the extent funds from other sources become available in the County's Capital Improvement Program as a result of the commitment to construct the C.R. 54 widening project (project #6), the County may utilize such funds for improvements to I-75. The County may also utilize Phase 2 or Phase 3 proportionate share funds for improvements to I-75.

15. The DA shall incorporate the foregoing terms and conditions, and shall be materially consistent with this Exhibit I, and the related terms of the DO.

16. Subject to separate approval by the County Administrator or the BOCC, land use exchanges that convert a non-Limited Exemption use to a qualifying Limited Exemption use per section 402.7 of the County Land Development Code may be granted proportionate share credit in addition to the proportionate share credits approved in Exhibit I. If such separate approval is granted, the proportionate share credit to the Master Developer shall be calculated by the formula identified below in addition to what has been allowed and shown on page 1 of Exhibit I. The separate approval may be granted by a concurrency certificate approved by the County Administrator or BOCC and shall not require an amendment to the Development Order. The determination of net trips shall be determined on a case-by-case basis using the following procedure:
    a. Use the trip generation numbers in the LUEM to determine the equivalent gross trips.
    b. Subtract 17.3% of the trips (for internal capture based upon the DRI average internal capture rate shown on Table 21-6C of the DRI ADA.
    c. If the land use requested is retail, subtract an additional 7.7% of the trips (for pass-by trips).
    d. Determine the resultant net trips.
    e. Divide the net trips by 15,604 and multiply this percentage times the prop share of $382,511,316.

The foregoing paragraph shall also apply to the Attractions and Recreation Facilities ("ARF") if that facility is determined to qualify as a Limited Exemption per Section 402.7

of the Land Development Code or the BOCC modifies Section 402.7 to include a Attractions and Recreation Facilities ("ARF").

$$\frac{\text{Net PM Peak Hour Trips of the land use(s) to be converted}}{\text{15,604 trips}} \times \text{Total Phase 3 Gross Proportionate Share} = \text{Additional Proportionate Share Credit}$$

Example: Convert 400 mf units (238 net pm peak hour trips) to 168,000 s.f of office

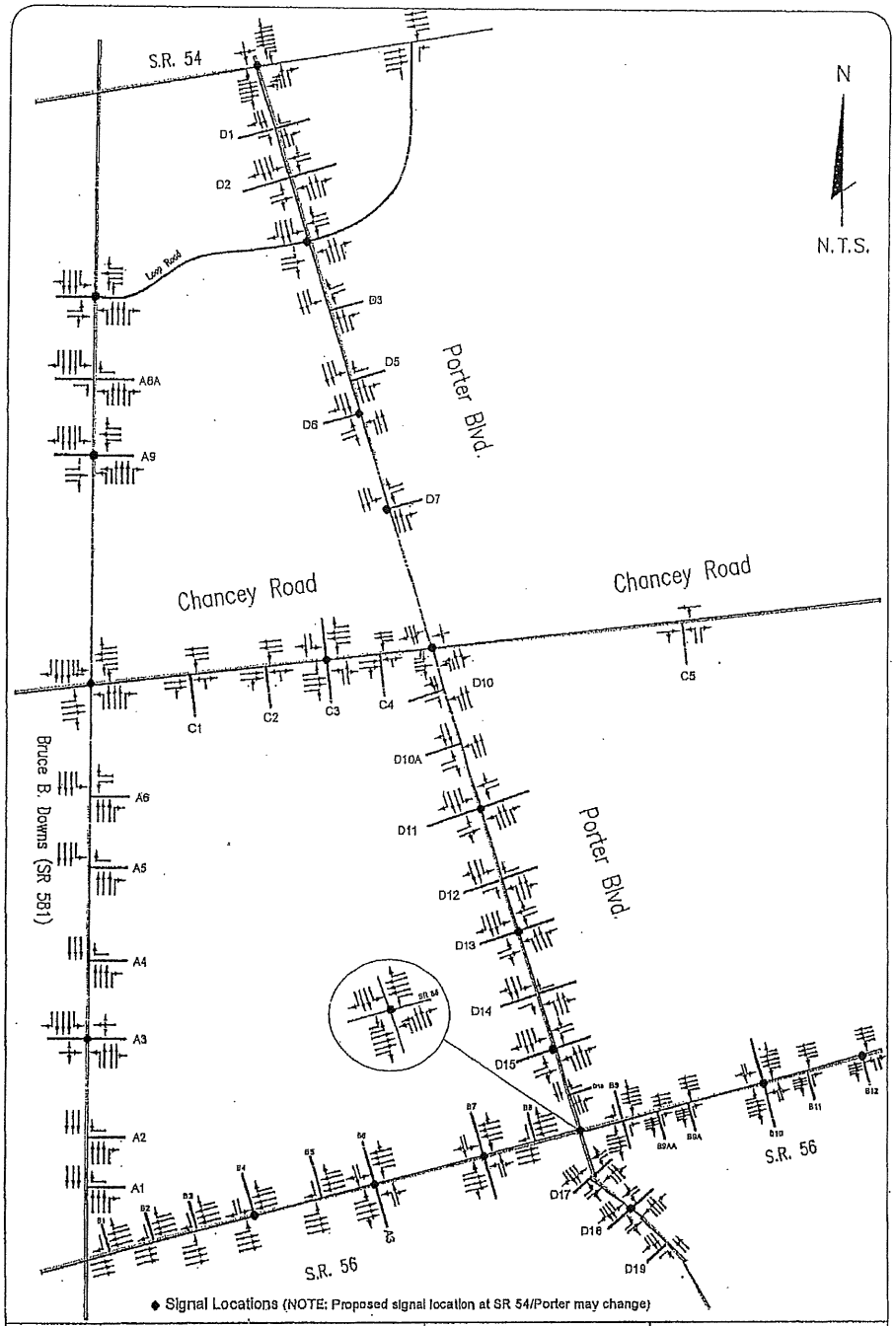
Step 1: 400 mf units * .62 = 248 gross trips
Step 2: 248 trips – 43 trips = 205 trips
Step 3: Conversion is not to retail, so skip pass by reduction of 7.7%
Step 4: 205 Net trips
Step 5 : See formula below

$$\frac{\text{205 trips}}{\text{15,604 trips}} \times \$382,511,316 = \$5,025,302 \text{ credit}$$

EXHIBIT J

WIREGRASS RANCH DRI NO. 260

SITE ACCESS/INTERSECTIONS

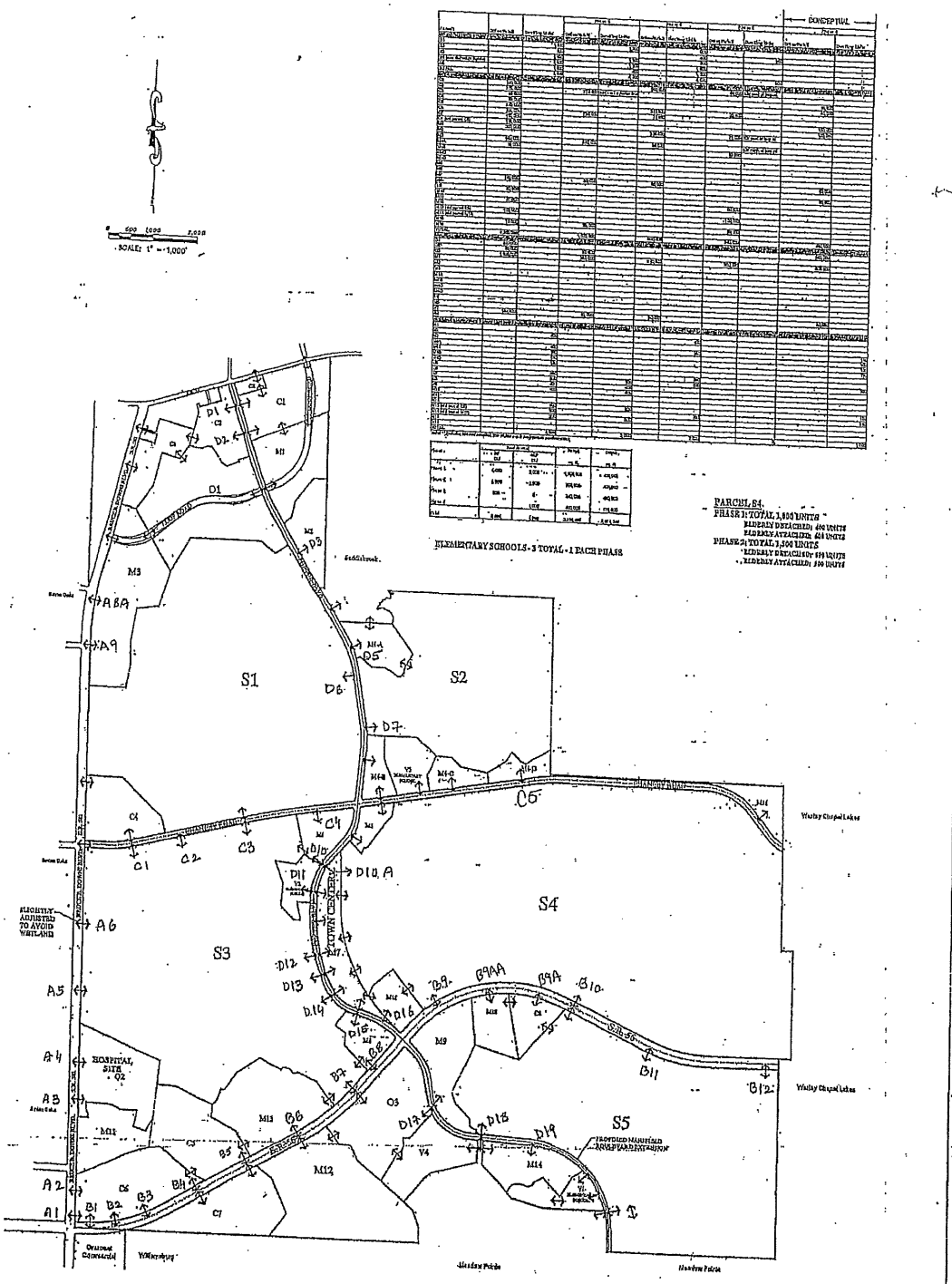


SITE ACCESS INTERSECTION IMPROVEMENTS

WIREGRASS DRI (PHASE 3)

EXHIBIT J

1 of 2



LEGEND

↕ CONCEPTUAL ACCESS POINTS (SUBJECT TO FINAL DESIGN AND ENGINEERING)

CONCEPTUAL ACCESS EXHIBIT
WIREGRASS
PASCO COUNTY, FLORIDA

PREPARED BY:

King Engineering Associates, Inc.

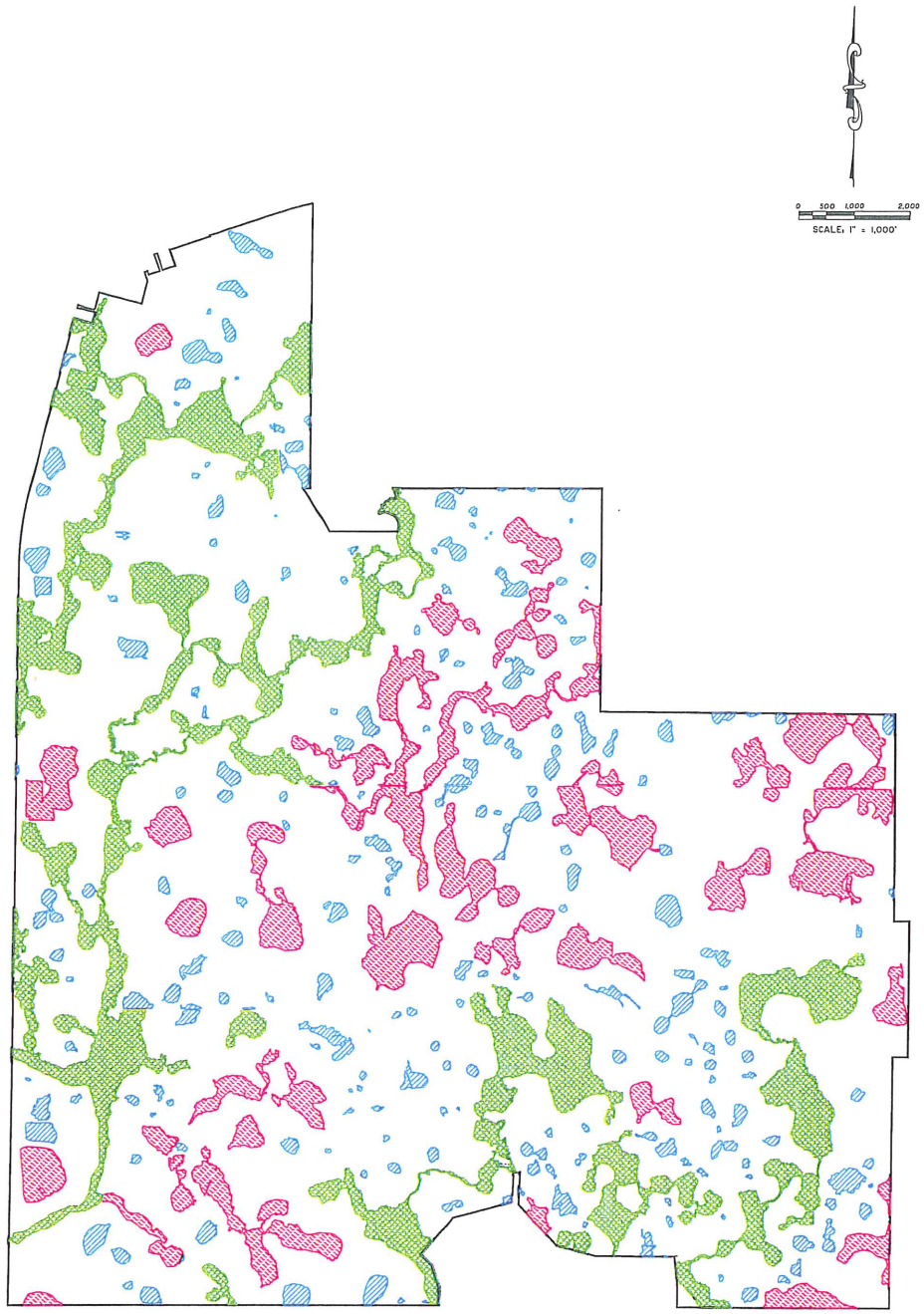
B-1-1.

EXHIBIT J
2 of 2

EXHIBIT K

WIREGRASS RANCH DRI NO. 260

WETLANDS CATEGORIZATION MAP



LEGEND

CATEGORY I

CATEGORY II

CATEGORY III

NOTE:
WETLAND LIMITS AND CATEGORIZATION SHOWN ARE A COMBINATION OF APPROVED DELINEATIONS AND PRELIMINARY ESTIMATES AND MAY BE SUBJECT TO REVISION DURING FINAL AGENCY REVIEW AND PERMITTING.

EXHIBIT K
PRELIMINARY WETLAND CATEGORY EXHIBIT
WIREGRASS
PASCO COUNTY, FLORIDA

PREPARED BY:

King
ENGINEERING ASSOCIATES, INC.
4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
Engineering License #2610

NO.	DATE	DESCRIPTION	APP'D BY

JOB NO. 3109-301-000
DATE 04/03/07
SCALE 1"=1,000'
DRAWN BY: BAB

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

H:\PLANNING\projects\3778\001\000\Exhibits\DO\wetland category exh.dwg, July 19, 2010 10:02 AM, CCL, King Engineering Associates Inc.
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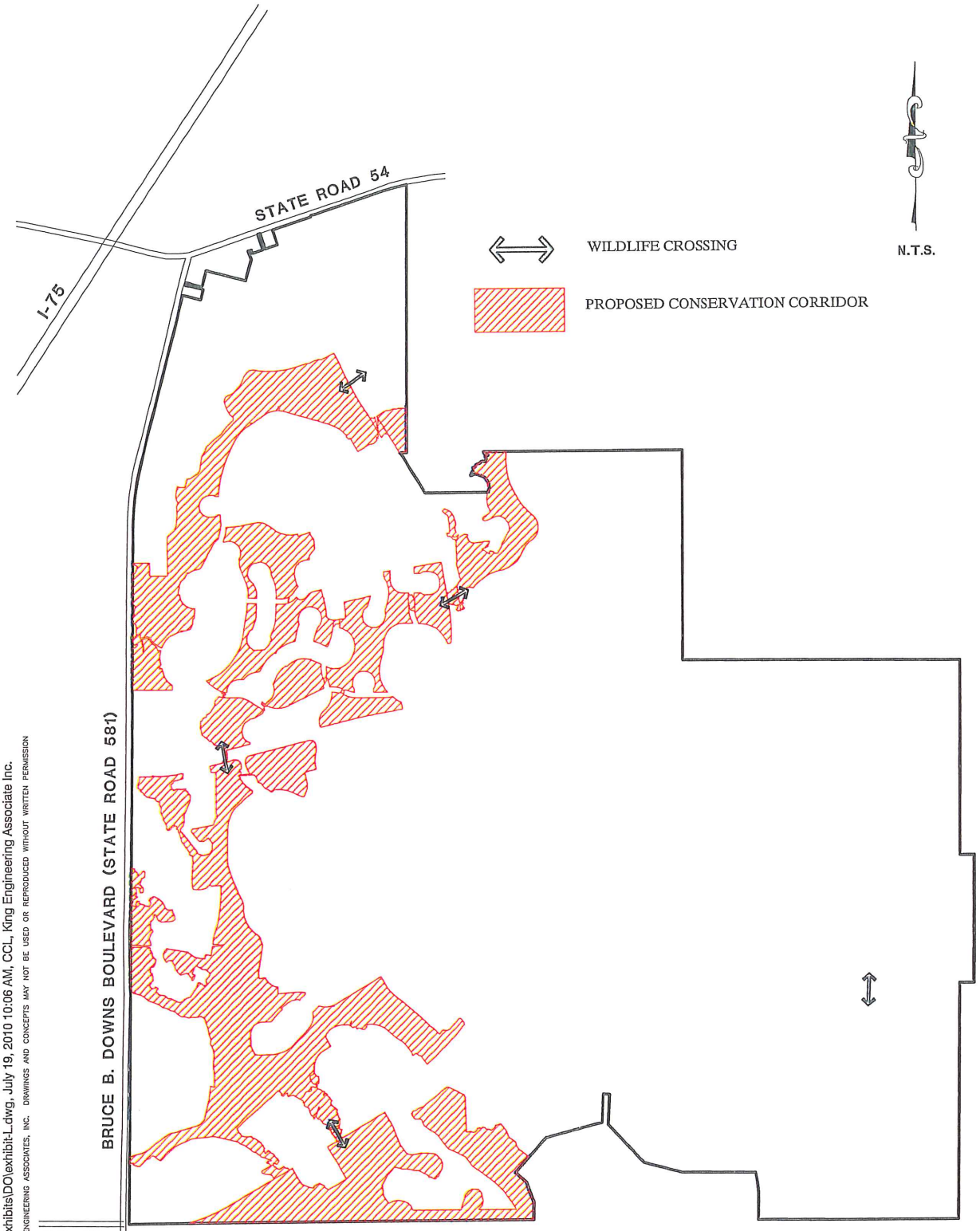
EXHIBIT L

WIREGRASS RANCH DRI NO. 260

CONSERVATION CORRIDOR



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H:\PLANNING\projects\3778\001\000\Exhibits\DO\exhibit-L.dwg, July 19, 2010 10:06 AM, CCL, King Engineering Associate Inc.

WIREGRASS DRI
PASCO COUNTY, FLORIDA

DEVELOPMENT ORDER
EXHIBIT L
CONSERVATION CORRIDOR

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
ENGINEERING LICENSE #00002610
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL kingtx@kingengineering.com

JOB NO. 3109-301-000
DATE: 06-12-07
SCALE: N.T.S.

EXHIBIT M

WIREGRASS RANCH DRI NO. 260

SETTLEMENT AGREEMENT WITH PASCO COUNTY
AND FLORIDA DEPARTMENT OF TRANSPORTATION
DATED DECEMBER 22, 2006

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
Haydon Burns Building
605 Suwannee Street
Tallahassee, Florida

WAL-MART STORES EAST, LP,

Petitioner,

vs. DOT CASE NO. 06-007

DEPARTMENT OF TRANSPORTATION,

Respondent,
_____/

STIPULATION OF SETTLEMENT

Petitioner, WAL-MART STORES EAST, LP, (hereinafter WAL-MART), and Respondent, DEPARTMENT OF TRANSPORTATION (hereinafter DEPARTMENT), together with GOODMAN PROPERTIES, INC. (hereinafter GOODMAN), WIREGRASS RANCH, INC. (hereinafter WIREGRASS), and the BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA (hereinafter COUNTY) hereby enter into a Stipulation of Settlement for the purpose of resolving the issues raised in the above-captioned proceeding.

WHEREAS, the DEPARTMENT, on January 18, 2006, sent a Proposed State Highway Access Driveway/Connection Notice of Intent to Deny Permit for application number 05-A-789-0088 to WAL-MART regarding WAL-MART's application for a driveway connection located at State Road 54 and Porter Boulevard in Pasco County, Florida; and

WHEREAS, Application number 05-A-789-0088 sought approval by WAL-MART to install a full median opening with a traffic signal at the intersection of State Road 54 and Porter Boulevard (the SR 54/Porter Boulevard Signalized Median Opening) in connection with the construction of a WAL-MART and Supercenter pursuant to DRC approval by the COUNTY; and

WHEREAS, WAL-MART filed a Petition for Formal Administrative Hearing on February 10, 2006, to contest the DEPARTMENT's Notice of Intent to Deny Permit; and

WHEREAS, through subsequent negotiations on April 26, 2006, the DEPARTMENT WAL-MART, and the substantially interested parties GOODMAN, WIREGRASS and COUNTY, agreed to the following as an amicable resolution to this case;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES:

1. Upon approval of this Stipulation of Settlement by Final Order entered by the DEPARTMENT, the aforesaid Proposed State Highway Access Driveway/Connection Notice to Deny Permit for Application number 05-A-789-0088 shall be deemed vacated and of no further force and effect. The DEPARTMENT hereby approves those certain roadway improvements described in Composite Exhibit A hereto (the "Roadway Improvements), which are to be installed by WAL-MART.

2. WAL-MART's engineers shall submit to the DEPARTMENT sufficiently detailed construction plans for the Roadway Improvements, along with the appropriate DEPARTMENT application, which the DEPARTMENT shall review in accordance with the procedures and timeframes set forth in DEPARTMENT regulations, to determine if said construction plans are consistent with Exhibit A and if the construction plans meet

DEPARTMENT design approval. WAL-MART's engineers will review any comments issued by the DEPARTMENT as to said construction plans and will make any revisions necessary to bring said plans into compliance with Exhibit A and to meet DEPARTMENT design regulations. Within thirty (30) days after receipt of revised construction plans from WAL-MART, and upon DEPARTMENT approval, the DEPARTMENT shall issue a notice of intent (the Roadway Improvements NOI) to issue a permit for construction of the Roadway Improvements, and, within thirty (30) days after issuance of the Roadway Improvements NOI, which permit will authorize WAL-MART to install the Roadway Improvements.

3. Subsequent to entry of the Final Order approving this Stipulation of Settlement, the DEPARTMENT, WAL-MART, GOODMAN and WIREGRASS will engage in a traffic simulation analysis to be funded by the DEPARTMENT to determine the potential impact of future development by the parties on the SR 54 corridor between the I-75 interchange and the entrance to the Saddlebrook development (hereinafter "SR 54 Corridor"). The SR 54 traffic simulation analysis will be conducted in accordance with the Scope of Services – SR 54 Traffic Simulation Analysis – Pasco County ("Scope of Services"), a copy of which is attached hereto as Exhibit "B." The SR 54 traffic simulation analysis will include an analysis of future traffic operations using a traffic microsimulation tool such as CORSIM or SIM TRAFFIC. The parties shall agree upon which traffic microsimulation tool shall be used. While COUNTY will not participate in the SR 54 traffic simulation analysis, a copy of the completed analysis will be forwarded to the COUNTY.

4. It is the intent of the parties that the SR 54 traffic simulation analysis will be a collaborative effort by the DEPARTMENT, WAL-MART, GOODMAN and WIREGRASS.

All such parties will have approval authority of the data input and methodology for the analysis and agree to be obligated by the results of the analysis. All data necessary for the analysis shall be delivered to the **DEPARTMENT** in a reasonable time not to exceed 90 days from entry of the Final Order approving this Stipulation of Settlement. It is anticipated that the analysis will be completed within 90 days of the approval of the input data and methodologies by all parties. No party shall unreasonably delay completion of the SR 54 traffic simulation analysis.

5. The parties understand and agree that the SR 54 traffic simulation analysis will determine whether the SR 54 Corridor will fail the Level of Service standard at some point in the future at the SR 54/Porter Boulevard Signalized Median Opening. This determination will be made pursuant to the Scope of Services based upon all projected development traffic for which specific approval is requested in the Wiregrass Ranch Development of Regional Impact/Application for Development Approval ("Wiregrass Ranch DRI/ADA") including the **WAL-MART** and **GOODMAN** properties and background traffic projections which will be developed as part of the SR 54 traffic simulation analysis using the latest version of the Tampa Bay Regional Planning Model (TBRPM 5.1) refined to include socioeconomic data reflective of known proposed projects/developments in the area of the SR 54/Porter Boulevard Signalized Median Opening. In addition, based upon the DRI traffic study projections for each specific-approved phase of the Wiregrass Ranch DRI/ADA, the SR 54 traffic simulation analysis will determine: i) if the traffic signal at the SR54/Porter Boulevard Signalized Median Opening may need to be relocated east at some point in the future to the intersection of SR 54 and the SR 54 / SR 581 connector loop road as generally depicted on Map H of the Wiregrass Ranch DRI/ADA attached hereto as Exhibit "C" (the SR 54/Loop Road Intersection); and ii) if so, when such

relocation should be expected to occur based upon the current buildout projections for the Wiregrass Ranch DRI/ADA and other background traffic in the area, and iii) the relocation of the traffic signal to the SR54/Loop Road Intersection shall occur at the approximate year, if any, that unacceptable levels of service, including above average crashes, backing up and interfering with SR 54/SR 581 intersection, will occur along the SR 54 Corridor that may be attributable to the SR 54/Porter Road Signalized Median Opening and its relative proximity to SR 581 and I- 75, as determined by the analysis performed pursuant to the Scope of Services (the "Target Date").

6. No later than twelve (12) months prior to the Target Date, WAL-MART, GOODMAN or WIREGRASS may provide the DEPARTMENT with updated data and analysis reflecting actual conditions then existing in the SR 54 Corridor indicating that the Target Date will not occur as projected by the SR 54 Traffic Simulation Analysis performed pursuant to the Scope of Services. Such updated analysis may include, without limitation, the following:

A. Traffic counts at the SR 54/Porter Boulevard Signalized Median Opening;

B. Traffic counts at other locations along the SR 54 Corridor;

C. Information concerning roadway improvements not previously included in the SR 54 Traffic Simulation Analysis;

D. Data indicating that the increase in background traffic in the SR 54 Corridor has not occurred as projected; and

E. Any DRI buildout modification for the Wiregrass Ranch DRI (if approved).

Upon the receipt of such data and analysis, the DEPARTMENT shall be required to conduct a single new SR 54 traffic simulation analysis for the SR 54 Corridor to determine

whether the signal at the SR 54/Porter Boulevard Signalized Median Opening should be relocated to the SR 54/Loop Road Intersection and, if appropriate, a new Target Date. The inputs and methodologies for this updated analysis shall be agreed to by the requestor(s) and the DEPARTMENT. It is the intent of the parties that WAL-MART, GOODMAN or WIREGRASS can submit the above mentioned data, individually or jointly and upon receipt of final data by the three parties the Department will be required to conduct only one new SR 54 traffic simulation analysis.

7. If the traffic signal at the Signalized Median Opening is relocated: i) the cost of relocating the signal, to the SR 54/Loop Road Intersection, and related necessary intersection improvements, shall be borne 50% by WAL-MART and 50% by GOODMAN. It is the intent of GOODMAN and WIREGRASS that GOODMAN will be assigning its share of the potential relocation cost to the entity being established to construct and own the internal Wiregrass Ranch roads and infrastructure (the "Road Club"); ii) the SR 54 / Porter Boulevard intersection shall become a restrictive directional intersection with traffic movements limited to right in, right out and west bound to south turns onto Porter Boulevard from SR 54 iii) the SR 54/Loop Road Intersection shall become a full median signalized opening; iv.) all existing County deadlines, conditions and requirements relating to Porter Boulevard shall apply to the portion of the Loop Road that functions as the primary north-south road from S.R. 56 to S.R. 54, and the County may rename this portion of the Loop Road to Porter Boulevard; and v.) the County may rename existing Porter Boulevard some other name.

8. a. Pursuant to any approved DRI development order for the WIREGRASS RANCH DRI (DRI Approval), WIREGRASS shall be obligated to reserve additional right of

way for the potential realignment of Porter Boulevard and/or the Loop Road in order to maintain the primary north-south connector between SR 54 and SR 56, as generally depicted on Exhibit "C." Maintaining such primary north-south alignment will be necessary in order to have a full median opening and traffic signal at the intersection of the Loop Road (or Porter Boulevard if renamed in accordance with paragraph 7) and SR 54. If the DRI Approval occurs, **WIREGRASS** shall dedicate such additional right of way on or before the Target Date or new Target Date as determined herein, or the date set forth in the DRI Approval, whichever occurs first. **WIREGRASS** shall provide the realigned right-of-way, including any necessary land for drainage, wetland and floodplain mitigation needed for the ultimate construction of Porter Boulevard, at no cost to the County (collectively, the Realigned ROW); this obligation shall be binding upon **WIREGRASS'** successors and assigns who become owners of such Realigned ROW.

b. In addition, in the event **WIREGRASS** or any successor or assign seeks any Preliminary Development Agreement, sub-threshold DRI level of development, or other zoning, land use or development permit authorization for any portion of the land impacted by such potential future realignment of Porter Boulevard, as conceptually depicted on Exhibit "C", then such further development authorization shall include terms and conditions for such potential realignment of right-of-way as mutually acceptable to the County and **WIREGRASS. WIREGRASS** and/or its successors and assigns, shall provide the realigned right-of-way, including any necessary land for drainage, wetland and floodplain mitigation needed for the ultimate construction of Porter Boulevard, at no cost to the County. All other terms and conditions relating to the potential future realigned Porter Boulevard not set forth in this

Agreement shall be addressed in the conditions of the development authorization(s) for the land impacted by the potential future realignment of Porter Boulevard; this obligation shall be binding upon WIREGRASS' successors and assigns who become owners of such Realigned ROW.

9. The COUNTY agrees that this Stipulation of Settlement satisfies the following:

A. DRC Approval (a copy of which is attached as Exhibit D) – Recommendations 5; the first two sentences of 9; the first sentence of 13.

B. Rezoning Conditions (a copy of which is attached as Exhibit E) – Amended Conditions 9 and 11.

WAL-MART, GOODMAN and WIREGRASS acknowledge that the provisions of this paragraph are conditioned upon the issuance by FDOT of the Roadway Improvements NOI and construction by WAL-MART of the Roadway Improvements.

10. Each party will bear its own costs and attorneys' fees in this proceeding.

11. This Stipulation of Settlement constitutes a full and final compromise and settlement of all issues now pending herein and in any related matters, and each party agrees to release the other party from all claims, demands, and causes of action that would arise from the matters set forth in any pleading filed herein or in any related matters.

12. Each party acknowledges participation in the negotiation of the Stipulation of Settlement and agrees that no provision of this agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated, or drafted such provision.

13. The parties hereto represent and warrant that the terms of the Stipulation of Settlement were negotiated at arms length and this agreement was prepared without fraud, duress, undue influence, or coercion of any kind exerted by any of the parties upon the other, and that the execution and delivery of this Stipulation of Settlement is the free and voluntary act of each party hereto.

14. The Stipulation of Settlement is a compromise of disputed claims and causes of action, does not constitute an admission of liability by any party hereto, and shall never be treated as an admission of liability by any party hereto for any purpose.

15. The terms of this Stipulation of Settlement and the Final Order may only be modified by the PARTIES in the same manner as those documents were executed and adopted.

16. This Stipulation of Settlement hereby shall be governed by, interpreted, and construed in accordance with the laws of Florida. Nothing herein shall be construed to diminish the DEPARTMENT'S responsibility for coordinating the planning of a safe, viable, and balanced state transportation system.

17. Any failure of any party to insist upon the strict performance of any terms or provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof.

18. This document incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Stipulation of Settlement that are not contained in this document except as set forth in the Wiregrass Ranch DRI/ADA and applicable County development approvals and development

applications. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

19. This Stipulation of Settlement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns; provided, however, the obligations of WAL-MART, GOODMAN, and WIREGRASS may be assigned to the Wiregrass Ranch DRI developer(s)-of-record or to one or more property owners associations community development districts, or other DRI-related master infrastructure entity or similar designee, and upon such assignment, the assignor shall thereafter be relieved of future benefits and obligations hereunder, and expressly waive any third-party beneficiary status. The DEPARTMENT and the COUNTY shall be notified at least 30 days prior to execution of any such assignment. Notwithstanding anything in this paragraph 19 to the contrary, any assignment of GOODMAN'S and WIREGRASS' obligations under paragraphs 7 and 8, may only be accomplished upon the consent of the COUNTY.

20. Any required notices under this Stipulation of Settlement shall be provided to:

DEPARTMENT	District VII Secretary District VII General Counsel Department of Transportation 11201 N. Malcom McKinley Blvd Tampa, Florida 33612
WAL-MART	Wal-Mart Stores East, LP Attn: David Roetto, Real Estate Manager - 8703 2001 SE 10th Street Bentonville, AR 72716-0550
	Wal-Mart Stores East, LP. Attn: Bruce Wickline, Esq. – 8313 2001 SE 10th Street Bentonville, AR 72716-0550

Wal-Mart Stores East, LP
Attn: J. Chris Callaway, Assistant Vice President
2001 SE 10th Street
Bentonville, AR 72716-0550

WIREGRASS

Wiregrass Ranch Inc.
Attn: James Don Porter
1515 N. Riverhills Drive
Temple Terrace, FL 33617

With a Copy to:

Joel R. Tew, Esq.
Tew Barnes & Atkinson, LLP
PO Box 5124
Clearwater, FL 33758-5124

GOODMAN

Goodman Properties, Inc.
Attn: John W. Dowd, III, Senior Vice President of Development
777 S. Flagler Drive
Suite 1101 East Tower
West Palm Beach, Florida 33401

With a Copy to:

Goodman Properties, Inc.
Attn: Lawrence A. Silvestri, Esq.
777 S. Flagler Drive
Suite 1101 East Tower
West Palm Beach, Florida 33401

COUNTY

County Administrator
7530 Little Road, Suite 340
New Port Richey, FL 34654

County Attorney
7530 Little Road, Suite 340
New Port Richey, FL 34654

21. The parties stipulate to and request entry of a Final Order consistent herewith in DOT CASE NO. 06-007. The Final Order approving this Stipulation of Settlement shall be recorded in the public records of Pasco County, Florida. Prior to entry of a Final Order, this Stipulation of Settlement is contingent upon approval of the Secretary of the DEPARTMENT OF TRANSPORTATION or his authorized representative and the Board of County Commissioners of Pasco County, Florida. Until such approval is received, by issuance of a Final Order, no party incurs any liability or obligation whatsoever pursuant to this Stipulation of Settlement.

22. The parties acknowledge that this Stipulation of Settlement shall become final and binding upon the parties upon the occurrence of the following:

A. Execution by WAL-MART, GOODMAN and WIREGRASS.

B. Execution by the COUNTY after approval by the Pasco County Board of County Commissioners.

C. Execution by the DEPARTMENT after approval by the Secretary of FDOT.

The "Effective Date" shall be the date of the last execution of this Stipulation of Settlement, as set forth in A, B and C hereinabove.

23. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

Approved as to Legal Form
~~STIPULATED AND AGREED~~ to this 6th day of December, 2006.

Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458
Attorney for Respondent

By: _____
Erik R. Fenniman
Assistant General Counsel
Florida Bar No. 0673641

STIPULATED AND AGREED to this 22nd day of December, 2006.

Ruden, McClosky, Smith, Schuster & Russell, P.A.
200 E. Broward Boulevard, Fifteenth Floor
Post Office Box 1900
Ft. Lauderdale, Florida 33302
Attorney for Petitioner

By: _____
Glenn N. Smith
Florida Bar No. 165334

Dated: _____

Wal-Mart Stores East, LP

_____
By: J. Chris Callaway,
Assistant Vice President

Dated: 12/21/06

Florida Department of Transportation

Donald J. Skelton
By: Donald J. Skelton, P.E.
District VII Secretary

Dated: 12-5-06

Wal-Mart Stores East, LP

By: J. Chris Callaway,
Assistant Vice President

Approved as to legal terms only
by BEW
WAL-MART LEGAL DEPT
Date: 12/04/2006

Dated: _____

Florida Department of Transportation

_____
By: Donald J. Skelton, P.E.
District VII Secretary

Dated: 12/1/06

Goodman Properties, Inc.

Lawrence A. Silvestri

By: Lawrence A. Silvestri
Vice President

Dated: _____

Wiregrass Ranch, Inc.

_____

By: William H. Porter, President

12/4/06

Wiregrass Ranch, Inc.

William H. Porter

By: William H. Porter, President

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

(SEAL)



ATTEST:

BY: _____ BY: _____
JED PITTMAN, CLERK ANN HILDEBRAND, CHAIRMAN

APPROVED

DATE: _____
JAN 09 2007

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
OFFICE OF THE COUNTY ATTORNEY

_____
Attorney

FTL:1871531:6

ROADWAY IMPROVEMENTS

(i) Construction of a second eastbound through lane on State Road 54 through the Porter Boulevard intersection to a point approximately 1200-feet east of State Road 54 - Point Pleasant Boulevard intersection; and

(ii) Construction of a dedicated 790-foot right-turn lane on eastbound State Road 54 to Southbound Porter Boulevard; and

(iii) Construction of a dedicated 240-foot right-turn lane eastbound State Road 54 to First Chapel Outparcel "D"; and

(iv) Construction of 390-foot dual westbound left turn lanes on State Road 54 to southbound Porter Boulevard; and

(v) Traffic signal construction at the State Road 54 and Porter Boulevard intersection; and

(vi) Restriping of existing dedicated right turn lane to Point Pleasant Boulevard to a second westbound through lane on State Road 54 to provide for dual westbound through lanes on State Road 54; and

(vii) Construction of a second westbound left turn lane at the State Road 54 and State Road 581 intersection including necessary signal modifications at State Road 54 – State Road 581 Intersection; and

(viii) Restriping of the southbound receiving lanes on State Road 581 to receive second westbound to southbound left turn lane being added; and

(ix) Modification of eastbound State Road 54 to southbound State Road 581 right turn lane form free flow condition to yield condition to allow second westbound State Road 54 to southbound State Road 581 left turn receiving lane; and

(x) Addition of an overlap right turn phase for northbound State Road 581 to eastbound State Road 54; and

(xi) Median improvements at the proposed State Road 581 Access Road and State Road 581 intersection including median closure if required by FDOT and Pasco County.

ATTACHMENT "A"

SCOPE OF SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES

OPTIONAL SERVICES

TASK WORK ORDER #1

FOR

SR 54 PD&E STUDY

SR 54 TRAFFIC SIMULATION ANALYSIS

PASCO COUNTY

FINANCIAL PROJECT ID: 416561-1-22-01

EXHIBIT "B"

I. BACKGROUND AND PURPOSE

Services required of the Consultant under the Original Agreement provided for the preparation of Project Development and Environment (PD&E) Studies.

Optional Services Authorization #1 provides for the preparation of a detailed traffic simulation analysis along SR 54 of specific proposed developments (Wiregrass and Wal-Mart) and effects on the SR 54 PD&E corridor. The limits for this analysis will be on SR 54 from I-75 to Saddlebrook Way Main Entrance, in Pasco County.

II. SERVICES TO BE PROVIDED BY THE CONSULTANT

The CONSULTANT shall perform the following tasks as directed by the DEPARTMENT. The tasks below are in accordance with the standard scope (Engineering Section) and as modified below.

Data Collection

2.1 Field Review

The CONSULTANT shall conduct all anticipated meetings, field trips and presentations needed to collect engineering data and coordinate with the DEPARTMENT. It is anticipated that a maximum number of 3 field reviews, 4 meetings and 2 presentations will be required.

2.4 Existing Roadway Characteristics

The CONSULTANT shall collect information related to existing roadway conditions (number of lanes, land widths, turn lanes and storage lengths as needed for input into the analysis performed under Section 2.15.

2.6 Traffic Data

Traffic Data is to be provided by the District per the Wal-Mart Stipulation of Settlement and data collected under the Original Agreement to which this Scope of Services is an amendment. Traffic counts (two years or less) will be used for determination of the Annual Average Daily Traffic (AADT) conditions and A.M. and P.M. peak hour traffic conditions. The Consultant will supplement the available traffic counts and conduct traffic counts (A.M and P.M. Turning Movement Counts and 72 hour classification counts) for those locations where recent data is not readily available. Growth factors based on the last three years of available data will be used to bring recent counts to 2006 conditions.

In addition to counts performed in the original agreement, the CONSULTANT will furnish 8-hour manual vehicle turning movement counts (at 15-minute increments with hourly totals) for peak hours at the following intersections:

SR 54 @ I-75 West side
SR 54 @ I-75 East side

SR 54 @ SR 581
SR 54 @ Saddlebrook Way Main Entrance

The CONSULTANT will also obtain the current signal timings for the signalized intersections within the study area (3 locations – I-75 west, I-75 east, SR 581,)

The CONSULTANT will also collect traffic information in order to estimate traffic patterns for adjacent developments along the corridor that may impact the microsimulation analysis of the corridor.

2.11 Transportation Plans

The CONSULTANT shall obtain and review related to the years of the analysis:

- Development review information provided by Wiregrass and Wal-Mart developers
- Development Orders approved by the County
- County CIP and DEPARTMENT work program

2.13 Base Map

The CONSULTANT shall develop a base map showing the intersections for the purposes of documenting traffic volumes and other information that will be summarized in the related reports.

2.15 Analysis of Existing Conditions

The existing traffic occurring during the A.M. and P.M. peak hours will be evaluated for determination of the existing levels of service, delay, volume/capacity ratios, and travel speeds along SR 54 within the study limits. Prior to conducting the analysis, the traffic counts will be converted to AADTs and normalized to K100 conditions using FDOT-Approved K and D factors. Traffic conditions observed and measured in the field will be entered into a Synchro/Sim Traffic micro-simulation model. The calibration effort should show how well the model replicates existing conditions and in specific the maximum queuing at critical movements.

The results of tasks 1 and 2 will be summarized in an Existing Conditions Technical Memorandum (see 2.38).

2.18 Traffic Analysis

The current version of the Tampa Bay Regional Planning Model, Version 5.1 will be reviewed for reasonableness of the model validation year to determine the distribution and assignment or the traffic volumes compared with actual traffic counts and origin/destination travel patterns among the parallel roadways within and affecting the Study Area. The area of influence is bounded by SR 56 on the south, SR 52 to the north, US 301 to the east, and US 41 the west.

2.18.1 Adjust SE Data

A review of the socio economic data (ZDATA) files will be conducted to determine whether the projected land use densities and intensities include the more recent developments with and influencing the Study Area. At a minimum it is anticipated that the following recent DRI's in the area of influence are or will be included in the model:

Approved	
Seven Oaks (FKA Saddlebrook Village)	Cannon Ranch
Cypress Creek	Cypress Creek Town Center
Oakley Plaza	Wesley Chapel Lakes
Meadow Pointe	New River
Northwood	

Proposed	
Epperson Ranch	Pasco Town Center
Two Rivers	Wiregrass Ranch

A review of the Master Planned Unit Developments (MPUDs) by Pasco County will be conducted to ensure that their development levels are included in the future socio economic (ZDATA) data for the opening, interim, and design year (2010, 2020, and 2030). These adjustments to the socio economic data will be made based on coordination with the Tampa Bay Regional Planning Council, Pasco County, and the District. The Traffic Analysis Zones (TAZs) will be adjusted to reflect the travel patterns by refining the loadings locations (centroid connectors) of the ZDATA along and influencing the Study Area.

2.18.2 Adjust roadway network

The TBRPM road network will be reviewed and developed corresponding to the time frames for the opening year, interim year, and the design year based on the road improvements currently funded in the adopted and tentative District's Five Year Work Program, Pasco County's Capital Improvement Plan (C.I.P.), and privately funded roadways committed by the developers (i.e. SR 56 extension, Porter Boulevard, Chancey Road, Meadow Pointe Boulevard extension, and County Line Road extension).

The analysis shall also take into account the cost affordable network for the District and Pasco County; i.e. – improvements on the District's and Pasco County's long range plans which are not presently funded, but for which funding is anticipated to be obtained.

2.18.3 Develop Annual Average Daily Traffic

Based on coordination with the District, the TBRPM model volumes will be developed for the opening year, interim year, and design year conditions (2010, 2020 and 2030) as well as the years 2013 and 2016, reflective of phases II and III of the Wiregrass development[1]. The TBRPM future year volumes will be reviewed for reasonableness and as necessary, will be

[1] Phases I and IV of Wiregrass DRI will be assumed to coincide with TBRPM model years 2010 and 2030.

refined through this Sub-Area validation effort. Roadways that are not within reasonable forecast parameters will be adjusted based on the Florida Department of Transportation's (FDOT) Design Traffic Handbook and NCHRP 255 method in order to smooth the model derived volumes that are under/over forecasted by the TBRPM Model.

2.18.4 Development of DDHV's and Turning Movement Volumes

The AADT developed on the previous task will be converted to Directional Design Hourly Volumes (DDHVs) using FDOT approved K, D and T factors. A technical memorandum *SR 54 Project Traffic Forecasts* (see 2.38) will be produced, summarizing the efforts of tasks 2.18.1 through 2.18.4.

2.18.5 Development of Future Roadway and Signalization information for use in microsimulation analysis

Based upon the development conditions and future planned roadway conditions, the roadway geometry will be modeled and future intersection signalization inputs developed that will be used in the microsimulation analysis under 2.18.6

2.18.6 Conduct, Review and Validate Microsimulation Traffic Analysis

Future year traffic conditions will be evaluated using a methodology and analysis tools consistent with the Highway Capacity Manual. The operational analyses will use the calibrated micro-simulation SimTraffic or CORSIM software to evaluate the future traffic volumes for the corridor.

The analysis will assume a traffic signal at the SR 54 and Point Pleasant Blvd/proposed Porter Boulevard intersection and will identify future traffic operations for the SR 54 corridor.

2.29 Comparative Analysis and Evaluation

The analysis performed in 2.18.6 will identify the approximate year, if any, that unacceptable levels of service along the corridor will occur that may be attributable to the location of the signal at the proposed Porter Blvd and SR 54 and its relative proximity to SR 581, including the analysis of turn lane storage lengths utilizing design criteria, standards and regulations per FHWA and FDOT. If such determination is made, an alternatives traffic analysis will be prepared assuming that the signal is relocated to a location near the proposed Loop Road (per the April 2006 version of Wiregrass DRI internal roadway plan). A comparative analysis of measure of effectiveness will be performed, comparing the advantages and/or disadvantages of the SR 54/Porter Blvd and the SR 54/ Loop Road signal locations as well as additional analyses including a grade separated SR 54 and SR 581 intersection, to determine the location of signalized intersections along the SR 54 corridor study area.

2.38 Technical Documentation

The results of the analysis will be summarized in the following documents.

2.38.1 **Analysis Methodology** which will be approved by the DEPARTMENT with input and acceptance from the Wiregrass and Wal-Mart developers

2.38.2 **Project Traffic Forecast Report** that will be used for the PD&E Study developed under the original agreement.

2.38.3 **Draft Technical Traffic Analysis Memorandum** summarizing the results and documentation of the Development Review Traffic Analysis

2.38.4 **Final Technical Traffic Analysis Memorandum**

2.40 Quality Control

III. PROVISIONS FOR WORK

All services shall be performed in accordance with the governing provisions outlined in the original Contract.

IV. DEPARTMENT RESPONSIBILITIES

The DEPARTMENT will provide all services as outlined in the original Contract and subsequent Supplemental Agreements.

V. SUMMARY OF COMPENSATION

For a summary of all fees for this agreement, please refer to the attached Exhibit "B".

VI. DETAILS OF ADDED COMPENSATION

The details of added compensation will be provided with each authorized task assignment.

VII. LENGTH OF SERVICES

Services shall begin as directed by the Department's Project Manager. All traffic simulation and supporting traffic analysis shall be completed within 90 days. All other analysis done shall not be considered complete until all deliverables have been accepted by the Department..

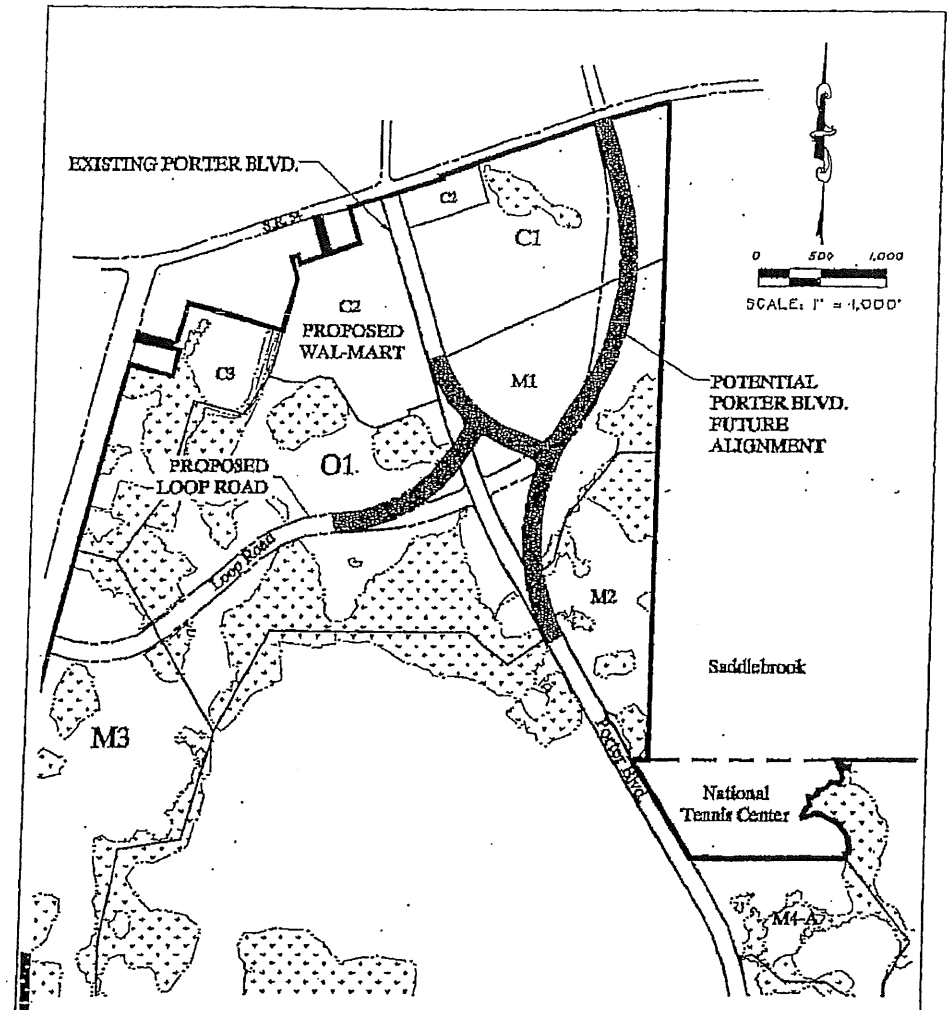

EXHIBIT C

WAL-MART - WESLEY CHAPEL
(STORE #3418-00)
STIPULATION OF SETTLEMENT
PASCO COUNTY, FLORIDA

PREPARED FOR:
THE GOODMAN COMPANY
[illegible]

PREPARED BY:
King
[illegible]

RECEIVED

JUN 20 2005

KIMLEY-HORN & ASSOCIATES, INC

PASCO COUNTY, FLORIDA

DADE CITY (352) 521-4274
LAND O' LAKES (813) 929-6084
NEW PORT RICHEY (727) 847-8142
FAX (727) 847-7000

DEVELOPMENT REVIEW DIVISION
WEST PASCO GOVT. CENTER
7530 LITTLE ROAD, SUITE 230
NEW PORT RICHEY, FL 34654-5598

June 23, 2005

Wal-Mart Stores East, Inc.
2001 S.E. 10th Street
Dentonville, AR 72716

RE: Wal-Mart Wesley Chapel (Project No. IIPR05-005)

Dear Sir or Madam;

Please be advised that on June 23, 2005, the Development Review Committee (DRC) reviewed and approved the preliminary/construction plan for the above-referenced project as noted on the enclosed agenda memorandum. This approval is issued under the provisions of Section 306, Development Review Procedures, of the Land Development Code.

Also enclosed, please find the Certificate of Level of Service (LOS) Compliance for this project. Keep this for your records as it references the LOS expiration date.

The owner/developer is hereby notified that no activity shall commence on-site until both the completed notarized acknowledgment portion of the enclosed agenda memorandum and receipt for payment of Pasco County utility impact fees (if applicable) are received by the Development Review Division. Any site specific conditions listed as requiring completion prior to Site Development Permit Issuance must also be completed.

The owner's/developer's acceptance of the enclosed condition(s) constitutes a notice of authorization to perform all related work as allowed by Section 306, Development Review Procedures, of the Land Development Code, but shall not include the structure, septic tanks, signs, construction within County/State right-of-way, and all other construction activities requiring separate governmental permits. Should the owner/developer object to any condition of approval as stated on the attached, a written notice of rebuttal or request for an administrative appeal shall be submitted within 30 days of the DRC's decision in accordance with Section 317, Administrative Appeals, of the Land Development Code. The owner/developer may contact this office for information regarding corresponding application and fee requirements.

EXHIBIT D

Wal-Mart Stores East, Inc.
June 23, 2005

The owner/developer shall obtain a hard-copy Site Development Permit prior to commencing any activity. **A stamped copy of the approved site plan shall be kept on the job site at all times.** No Certificate of Occupancy shall be issued until compliance with all requirements, including building and/or site inspection finals, are completed.

Any person failing to implement or carry out developments in accordance with all applicable requirements, conditions, or approved plans shall be subject to penalties as stated in the Development Review Procedures.

With regard to the Pasco County National Pollutant Discharge Elimination System program, information on the Florida Stormwater, Erosion and Sedimentation Control Training and Certification Program is available on the Internet at www.dep.state.fl.us/water/stormwater/npdes/index.htm.

By the issuance of this permit, Pasco County, its employees and representatives, assume no responsibility and/or liability in regard to either the design, construction, or performance of the permitted facilities.

Should you have any questions, please contact this office.

Sincerely,

Gary S. Willever
Technical Specialist I

Cynthia M. Jolly, P.E.
Development Director

CMJ/GSW/ltr/walmartweschapeld/08d

Enclosures

cc: Kimley-Horn & Associates, Inc.
Suite 300
10117 Princess Palm Avenue
Tampa, FL 33610

CONDITIONAL CERTIFICATE OF LEVEL OF SERVICE COMPLIANCE

PASCO COUNTY
DEVELOPMENT SERVICES BRANCH

This conditional Certificate of Level of Service (LOS) Compliance issued, pursuant to the requirements of the Pasco County Comprehensive Plan and Land Development Code, certifies that at the time of issuance this project was in compliance with the various ordinances of Pasco County regulating land development or use.

Project Name:	Wal-Mart Wesley Chapel
Project No.:	IIPR05-005
Developer's Name:	Wal-Mart Stores East, Inc.
Location:	On the south side of S.R. 54, approximately 2,000 feet east of S.R. 581, Section 07, Township 26 South, Range 20 East.
Parcel ID Nos.:	07-26-20-0000-00200-0052, 07-26-20-0000-00200-0019, 07-26-20-0000-00200-0070, and 07-26-20-0000-00200-0018
Land Use Classification:	MU (Mixed Use)
Zoning District:	C-2 General Commercial
Acreage:	36.18 Acres, m.o.l.
Number of Units:	1
Type of Units:	207,162-Square-Foot Retail Building; 10,361-Square-Foot Garden Center; and Four Out-Parcels
Traffic Impact Fee Zone:	3
Transportation Analysis Zone:	241

CONCURRENCY ANALYSIS:

The preliminary/construction site plan has been reviewed by the applicable County departments for compliance with the LOS requirements of the Pasco County Comprehensive Plan. Based on review of the project, the conditional Certificate of LOS is being issued.

The conditional LOS Certificate is issued with the following condition:

> Utility service commitment fees shall be paid in accordance with Pasco County Code of Ordinances, Chapter 110, Articles II and IV, as amended.

In accordance with Section 402, Concurrency Management System, of the Land Development Code, the conditional Certificate of LOS shall expire on June 23, 2008.

Cynthia M. Jolly, P.E.
Development Director

6/19/05
Date

PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Development Review Committee DATE: 6/24/05 FILE: DR05-1808

SUBJECT: Class II, Commercial Development Review - Wal-Mart Wesley Chapel Preliminary/Construction Site Plan (Project No. IIPR05-005) (Cont. from 8/24/05, 5/25/05, and 6/9/05)

FROM: Cynthia M. Jolly, P.E.
Development Director

REFERENCES: Land Development Code, Section 306, Development Review Procedures: Comm. Dist. 2

It is recommended that the data herein presented be given formal consideration by the Development Review Committee (DRC).

Commission District:	The Honorable Pat Mulieri, Ed.D.
Project Name:	Wal-Mart Wesley Chapel
Developer's Name:	Wal-Mart Stores East, Inc.
Location:	On the south side of S.R. 54, approximately 2,000 feet east of S.R. 581, Section 07, Township 26 South, Range 20 East.
Parcel ID Nos.:	07-26-20-0000-00200-0052, 07-26-20-0000-00200-0019, 07-26-20-0000-00200-0070, and 07-26-20-0000-00200-0018
Land Use Classification:	MU (Mixed Use)
Zoning District:	C-2 General Commercial
Flood Zone:	"X"
Acreage:	36.18 Acres, m.o.l.
Number of Units:	1
Type of Units:	207,162-Square-Foot Retail Building; 10,361-Square-Foot Garden Center; and Four Out-Parcels
Water/Sewage:	Central/Central (Pasco)
Drainage:	On-Site Retention
Traffic Impact Fee Zone:	3
Transportation Analysis Zone:	241
Present Land Use:	Vacant
Level of Service (LOS) Analysis:	Conditional

DEVELOPER'S REQUEST:

The developer is requesting preliminary/construction site plan approval to construct a 207,162-square-foot retail building, a 10,361-square-foot garden center, and four out-parcels.

BACKGROUND:

In October 2003, Rezoning Petition No. 6080 was approved changing the zoning from A-R Agricultural-Residential and C-2 General Commercial Districts to a C-2 General Commercial District.

FINDINGS OF FACT:

1. The preliminary/construction site plan has been reviewed by the Growth Management Department for compliance with the Pasco County Comprehensive Plan and was found to be consistent with the above-referenced zoning district's permitted uses.

2. The preliminary/construction site plan for the above-subject project was prepared for Wal-Mart Stores East, Inc., by Kimley-Horn and Associates, Inc., and consists of 44 sheets dated October 1, 2004; the sheets were last revised on June 15, 2005. The plans were originally received by the Development Review Division (DRD) on October 26, 2004, and final revisions were received on June 16, 2005.

CONCURRENCY ANALYSIS:

The preliminary/construction site plan was reviewed by the applicable County departments for compliance with the LOS requirements of the Pasco County Comprehensive Plan. Based on review of the project, a conditional Certificate of LOS is being issued.

The conditional LOS Certificate is being issued with the following condition:

Utility service commitment fees shall be paid in accordance with the Pasco County Code of Ordinances, Chapter 110, Articles II and IV, as amended.

In accordance with Section 402, Concurrency Management System, of the Land Development Code, the conditional Certificate of LOS shall expire in three years from the date of approval of this project by the DRC.

RECOMMENDATION:

The Development Director recommends approval of the preliminary/construction site plan with the following conditions:

1. The developer acknowledges that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect, including all impact fee ordinances.

2. The S.R. 54/Porter Boulevard Intersection construction plans shall be submitted to the County for separate plan design review and approval. The S.R. 54/Porter Boulevard Intersection shall be constructed, inspected, and accepted by the County prior to the issuance of the first Certificate of Occupancy (CO).

3. Prior to the issuance of any on-site Development Permit and commencement of any on-site development activity, the applicant shall, at no cost to the County, be required to revise the site plans and construct the following improvements~~, including the donation of the following right-of-way:~~

   a. Revise the site plans,

      (1) Add/modify standard general notes.

      ~~(2) Remove parking along on-site perimeter circulation isle.~~

      (2) Revise the traffic signage and signalization plan in accordance with Memorandum No. TRM05-2019~~1710~~ and any revisions required due to redesign required in other conditions.

      (3) Revise the tree survey recap sheet to eliminate the discrepancy with inches to be replaced.

      (4) Add profile information to all pressurized piping and storm culvert crossings.

      ~~(6) Add utility notes limiting the pipe depth; fire hydrants must be flow tested and color coded; and reclaimed water is unavailable.~~

      (5) Add a complete fixture count and fire flow requirements table.

      ~~(8) Extend the proposed 12 inch water main to C.R. 581 to connect to the existing 12 inch water main.~~

      ~~(9) Add a battery backup to the pump station.~~

      ~~(10) Add a reduced pressure backflow preventer to the private pump station, wash down water service.~~

      (6) Add two-inch backflow preventers to the downstream side of the water meters (to be installed by the Pasco County Utilities Services Branch).

      (7) Remove all reuse irrigation services from the plans.

      (8) Include the jack and bore as the method to cross S.R. 54 for water and force mains.

      (9) Show that the water main on Porter Boulevard is a 12-inch diameter.

      (10) Note that the fire hydrant in the northeast corner shall be on an eight-inch minimum main.

      (11) Provide a fire hydrant on the northwest corner of S.R. 54 and Porter Boulevard and ~~along that~~ the southwest corner of the parking lot near the access road to S.R. 581 and on both sides of Porter Boulevard.

b. Documentation.

~~(1) Provide the location and design drawings for the County stormwater management ponds for the two abutting drainage basins located along S.R. 54 from the intersection of S.R. 581 easterly along S.R. 54 to a point easterly of the proposed Porter Boulevard.~~

(1) Proof of ownership or agent of record documentation for entire site.

~~(3) A copy of the deed restriction limiting commercial to 227,500 square feet.~~

~~4. All required road right-of-way along S.R. 54 and Porter Boulevard (minimum of 140 feet) shall be dedicated to Pasco County prior to the issuance of any CO.~~

4. Any improvements within the Florida Department of Transportation (FDOT) controlled right-of-way (S.R. 581 and S.R. 54) are subject to the FDOT review/approval/permit.

5. The applicant shall provide written evidence that the appropriate FDOT committee has approved a full median opening and a traffic light at the intersection of Porter Boulevard and S.R. 54 at the location shown on the preliminary/construction plan prior to or concurrent with submittal ~~of any application for construction plan approval~~ a Site Development Permit for the project. If the appropriate FDOT committee, or other body with appellate jurisdiction over the appropriate FDOT committee, fails to approve a median and a traffic light at such location, the preliminary/construction plan approval and the associated conditions of approval shall become null and void.

6. This approval does not include any access management onto S.R. 54 for any of the out-parcels. Access management shall be reviewed and approved at the time of out-parcel site plan approval, subject to the FDOT approval.

7. The applicant and successors in interest acknowledge that any approved ~~access locations onto~~ median openings on Porter Boulevard are subject to modification in the future.

8. Access location, type, and spacing from the site to S.R. 581 shall be based on data and analysis as required and approved by Pasco County and the FDOT.

9. Prior to the issuance of the first CO, the developer shall, at its sole expense, design and construct all needed interim intersection improvements, including signalization and turn lanes, at the intersection of Porter Boulevard and S.R. 54. The interim improvements shall be based on data and analysis as required and approved by the FDOT and Pasco County. In addition ~~the developer shall dedicate~~, at no cost to the County, additional right-of-way required to implement the interim improvements shall be dedicated or perpetual easement prior to the issuance of the first CO.

10. The developer agrees to assume the future cost of reconstruction of interim improvements to provide ultimate improvements compatible with the S.R. 54 Capital Improvement Plan (CIP) project design including, but not limited to, design, permitting, additional right-of-way (or an alternative design solution subject to review and approval by the FDOT and the County), and drainage at the intersection of Porter Boulevard and S.R. 54 consistent with the final CIP planned improvements on S.R. 54 prior to the issuance of the first CO.

~~12. The owner/developer shall provide sufficient right-of-way, tapering from zero feet to approximately 53 feet, more or less, in accordance with the proposed Project Development and Environment Study for S.R. 54 and stormwater retention and flood plain mitigation on the subject site for the six laning of S.R. 54 prior to the issuance of the first CO.~~

~~13. The owner/applicant agrees to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the approved FDOT Project Development and Environment Study for Bruce B. Downs Boulevard (S.R. 581) prior to the issuance of the first CO.~~

~~14. The owner/applicant agrees to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division.~~

11. The developer shall provide a minimum 24-foot paved travel lane(s) connection to neighboring properties or project(s) to the north to Out-lot A and west. Such travel lane(s) shall be free and clear of buildings, parking spaces, landscaping, retention/detention ponds, or any other obstruction that would prevent the free flow of traffic between the project and neighboring properties or project(s).

12. The owner/developer or project contractor shall obtain a hard-copy Site Development Permit from the DRD prior to commencing any construction. To obtain this permit, the following must be submitted to the DRD: the completed notarized acknowledgment portion of the attached agenda memorandum, a copy of the recorded Agenda Memorandum Conditions of Approval, the receipt for payment of Pasco County utility impact fees (if the project is served by County water and/or sewer), completion of any site-specific conditions listed as requiring completion

prior to the issuance of the Site Development Permit, and a copy of the approved Southwest Florida Water Management District (SWFWMD) Permit and Plan must be submitted to the DRD. In the event the SWFWMD Permit and Plan require any changes to the County-approved plan; an amendment to the County-approved plan shall be submitted for review and approval prior to the issuance of the Site Development Permit. No construction shall commence until the permit has been properly posted on the site.

~~17. The developer shall convey at no cost to Pasco County a minimum of 140 feet of right-of-way for Porter Boulevard (check Table 7-1, Pasco County Corridor Preservation Table, located in the Comprehensive Plan, Transportation Element, for arterial/collector and major intersection right-of-way requirements). In addition, the developer and its successors and assigns shall, at no cost to Pasco County, design, construct, provide, and obtain any and all permits required by any local, State, or Federal agency for appropriate and sufficient drainage/retention, wetland, and floodplain mitigation facilities on the developer's property or at another site acceptable to the County to mitigate all impacts associated with the initial and future improvements of Porter Boulevard within or adjacent to the boundaries of the developer's property including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multimodal paths, medians, and other roadway appurtenances. All conveyances shall occur at record plat or construction plan approval where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division, and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions. All stormwater management plans, reports, or calculations for the developer's project shall include a detailed scope of design and permitting parameters and a signed and sealed certification that such plans, reports, or calculations comply with this condition.~~

13. Prior to final site/construction plan approval of any project abutting a State roadway, the owner/developer shall furnish to the DRD a Letter of Intent indicating approval and/or an approved Driveway Permit from the FDOT. Prior to the issuance of the first CO, the owner/developer shall provide a letter from the FDOT stating that the improvements within the State right-of-way have been inspected and completed to its satisfaction.

14. ~~The developer acknowledges that approval of this preliminary plan and/or construction plan does not establish vested rights with respect to construction of the project. Further, t~~The developer acknowledges that no permit shall be issued or plat approved without the issuance of an unconditional Certificate of LOS Compliance. ~~The issuance of such unconditional Certificate shall be contingent upon completion of the S.R. 581 and S.R. 54 projects by the FDOT and Pasco County as set forth in the Capital Improvements Element of the Pasco County Comprehensive Plan as of the date of the BCC or FDOT approval of these construction plans.~~ The developer is, however, put on further notice and hereby agrees that the BCC or FDOT is not irrevocably bound by the current schedule of capital projects and shall not be held liable for any expenses, costs, or other damages incurred by the developer in reliance on the current schedule. ~~The developer may apply for such unconditional Certificate of LOS Compliance within two years of the scheduled completion of the S.R. 581 and S.R. 54 construction plans.~~

15. The developer acknowledges that in accordance with the Land Development Code, Section 402, Concurrency Management System, the unconditional Certificate of LOS shall expire in three years from the date of approval of this project by the DRC.

16. Site plans submitted with Building Permit applications are invalid as to final site approval unless stamped approved by the DRD or the DRC. These plans are submitted to show building location in regard to property line, other buildings, etc., only. The site must conform to those plans submitted and/or approved by the DRD or DRC in accordance with Section 306 of the Land Development Code.

17. The owner/developer shall acknowledge that this project is subject to the Pasco County Transportation Impact Fee Ordinance and may be subject to the School Impact Fee Ordinance, the Parks and Recreation Impact Fee Ordinance, the Library Impact Fee Ordinance, the Fire Combat Impact Fee Ordinance, the Rescue Impact Fee Ordinance, and the Hurricane Preparedness Impact Fee Ordinance and shall pay any applicable impact fees assessed to the project in accordance with the said ordinances and policies. Waivers may be granted in accordance with the said ordinances and waiver procedures.

18. The owner/developer or project contractor shall notify the Engineering Services Department at least two working days prior to commencing any activity on the site.

19. In the event impact fee ordinances/resolutions are adopted by the BCC including, but not limited to, solid waste, public safety, or wildlife, the developer shall be required to comply with such ordinances/resolutions.

20. The owner/developer shall arrange for a final site inspection approval by the County prior to occupancy/use of the permitted facilities.

21. Prior to the issuance of the first CO, the developer shall submit all necessary State and Federal permits including, but not limited to, dredge and fill, surface water operation and maintenance,

water distribution, wastewater collection, and reclaimed water from the appropriate agencies. The permit shall include the copies of the actual permit itself and all drawings that are approved by the respective regulatory agency. Any annual reports required by such agencies shall be submitted to the Biologist and stormwater engineer.

22. All construction work, including roads, drainage, and utilities, shall be constructed in accordance with Pasco County design standards and tested in compliance with the Engineering Services Department's *Testing Specifications for Construction of Roads, Storm Drainage, and Utilities*.

23. Utility service commitment fees shall be paid in accordance with the Pasco County Code of Ordinances, Chapter 110, Articles II and IV, as amended.

24. If a Pasco County Global Positioning System (GPS) network point is located within the boundary of the site or within 50 feet of the same, the point shall be re-established using GPS methods and "Blue Booked" prior to the issuance of any Building Permits or the recording of any plat. Proof of the said Blue Booking shall be submitted to the County Surveyor prior to the issuance of the said permit or the recording of the said plat. If it is discovered that the said point has been destroyed by construction, then the owner/developer of the land will be responsible for payment to Pasco County in the amount of $5,000.00 each.

25. The owner/developer acknowledges that a Building Permit shall be obtained for all structures that have a footer, regardless of size, through the Central Permitting Division; i.e., including, but not inclusive of, buildings, accessories, and retaining walls.

26. Prior to any construction activity, the developer shall ensure that proper erosion and sediment control measures are in place. The developer shall control all fugitive dust originating from the project site and shall indicate on the construction drawings the manner in which fugitive dust is to be controlled. Further, all retention pond side slopes and associated swales shall be sodded to prevent soil erosion.

27. The developer shall, at the time of Building Permit submittal, comply with the architectural rendering as approved by the DRC.

28. Unless otherwise approved by the Emergency Services Director, when the development is record platted, or where a plat is not required, prior to the issuance of the first Building Permit, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until such a petition has been received by the Emergency Services Director.

29. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered, work shall come to an immediate stop, and the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County shall be notified within two working days of the resources found on the site.

30. If the site is identified on Map 3-1a, 3-1b, or 3-1c in the Pasco County Comprehensive Plan as a location of known endangered and threatened species, the developer shall submit to the DRD, a copy of the approved Federal, State, or other regulatory permit, or if no permit has been issued, then the developer shall submit a copy of the application submitted to the Federal, State, or other regulatory agency prior to site development.

31. If, during construction activities, any evidence of the presence of State and Federally protected plant and/or animal species is discovered, work shall come to an immediate stop, and Pasco County shall be notified within two working days of the plant and/or animal species found on the site.

32. Site plans approved by the DRD or the DRC are the final approved documents. Changes/additions/deletions to approved site plans, i.e., building size, location, loading zones, etc., require revised site plan submittal, review fee, and approval in accordance with Section 306 of the Land Development Code.

33. The developer acknowledges that an appeal may be filed against the decision of the DRC or DRD within 30 days of the date of this approval. Any development that takes place within the 30-day-appeal deadline shall not establish vested rights with respect to construction of the project.

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

The DRC's approval of this preliminary/construction site plan constitutes a finding by the DRC that the preliminary/construction site plan, as conditioned, is consistent with those Goals, Objectives, and Policies of the Comprehensive Plan and those provisions of the Land Development Code that are applicable to preliminary/construction site plan approvals. This action is based on the office review of the plans, supporting documentation, and certifications of the Engineer of Record.

DEVELOPER'S ACKNOWLEDGMENT:

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

_____ _____

Date WAL-MART STORES EAST, INC.

STATE OF FLORIDA
COUNTY OF _____ _____

Title

The foregoing instrument was acknowledged before me this _____ (date), by _____ (name of corporation acknowledging) a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal: _____

NOTARY

ATTACHMENTS:

1. Location Map
2. Site Plan
3. Architectural Renderings
4. Traffic Operations Division Memorandum No. TRM05-1710

CMJ/GSW/dr/walmartweschapel/08a

DEVELOPMENT REVIEW COMMITTEE ACTION (6/23/05):

Approved with amended conditions; the deletion of Condition Nos. 3.b.(1), 4, 12, 13, 14, and 17 are contingent upon receipt of a letter from Joel R. Tew committing to the dedications.

ZONING PETITION REVIEW REPORT

TO: Pasco County Planning Commission

PETITION #6080

Commission District #2

FROM: Debra M. Campbell
Zoning/Code Compliance Administrator

Planning Commission
Hearing Date: 10/6/03

SUBJECT: Rezoning Request
South Central Pasco County

Board of County Commissioners
Hearing Date: 10/21/03, DC

APPLICANT: WIREGRASS RANCH, INC., ET AL.

TAZ #241

PETITION SUMMARY:

Petition No. 6080 in the name of Wiregrass Ranch, Inc., et al. has been filed for a change in zoning from A-R Agricultural-Residential and C-2 General Commercial Districts to a C-2 General Commercial District. The property is located on the east side of Bruce B. Downs Boulevard (S.R. 581), approximately 530 feet south of S.R. 54 and on the south side of S.R. 54, approximately 1,320 feet east of Bruce B. Downs Boulevard (S.R. 581) (Parcel ID Nos. 07-26-20-0000-00200-0000, 0150, 0010, and 0050 [portions of], and 07-26-20-0000-00200-0014), and contains 82.6 acres, m.o.l.

The surrounding zoning districts and land uses are as follows:

	Zoning District	Land Use
North:	C-2 General Commercial	S.R. 54, Applebee's; Commercial Strip Center; Undeveloped; Auto Supplies
East:	A-R Agricultural-Residential	Undeveloped; Single-Family Dwellings; Groves
South:	A-R Agricultural-Residential	Undeveloped
West:	A-R Agricultural-Residential; C-2 General Commercial	Bruce B. Downs Boulevard; Restaurants; Undeveloped; Commercial Strip Center

FINDINGS OF FACT:

1. Presently, the subject site contains single-family dwellings and pastureland, and the applicant proposes to develop the property commercially.

2. Access to the property is from S.R. 54, which has 120 feet of right-of-way, and/or Bruce B. Downs Boulevard (S.R. 581), which has 200 feet of right-of-way.

3. The subject property is located in Flood Zones "AE" and "X," and development within the area designated Zone "AE" is subject to the requirements of Article 700, Flood Damage Prevention, of the Land Development Code.

4. The surrounding area is characterized by commercial development and undeveloped land.

5. The subject area has been designated MU (Mixed Use) under the Comprehensive Plan.

6. The Pasco County Comprehensive Plan anticipated a higher density for this area in its future planning by designating it as an MU (Mixed Use) land use.

7. The Board of County Commissioners has approved several similar rezoning requests in the immediate vicinity. Some are as follows:

   a. Petition No. 2675, on October 23, 1984 (from A-R Agricultural-Residential to C-2 General Commercial) located directly north of the subject request.

   b. Petition No. 2676, on October 23, 1984 (from A-R Agricultural-Residential to C-2 General Commercial) located directly north of the subject request.

   c. Petition No. 3018, on August 27, 1985 (from A-R Agricultural-Residential to R-2 Low Density Residential, MF-1 Multiple Family Medium Density, and C-2 General Commercial) with conditions located directly north of the subject request.

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EXHIBIT E

10/22/03

d. Petition No. 4629 on August 19, 1993 (from A-R Agricultural-Residential to C-2 General Commercial) with conditions located directly north of the subject request.

e. Petition No. 5542, on January 19, 2000 (from A-R Agricultural-Residential and C-2 General Commercial to C-2 General Commercial) with conditions located directly adjacent to the north of the subject request.

f. Petition No. 5997, on March 11, 2003 (from A-R Agricultural-Residential to C-2 General Commercial) with conditions located directly adjacent to the north of the subject request.

8. Staff has noted that the existing C-2 General Commercial District portion of subject parcel is an original zoning.

9. The owners'/applicants' request is compatible with the established pattern of land use and zoning in the area.

10. The proposed request is consistent with Article 300, Subsection 303.2(E)1, Criteria and Standards to be Considered in Review of Applications for Zoning Amendments, of the Pasco County Land Development Code and with the Pasco County Comprehensive Plan, October 2000.

STAFF RECOMMENDATION:

Approval with Conditions

CONDITIONS:

1. The owners/developers shall provide sufficient right-of-way tapering from zero feet to approximately 63 feet, m.o.l., in accordance with the proposed Project Development and Environment Study for S.R. 54 and stormwater retention and flood plain mitigation on the subject site for the six laning of S.R. 54 prior to preliminary site plan approval.

2. The owners/applicants agree to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the approved Florida Department of Transportation Project Development and Environment Study for Bruce B. Downs Boulevard (S.R. 581) at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.

3. The owners/applicants agree to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee.

4. Commercial development cannot exceed 227,500 square feet without a zoning amendment.

5. The 227,500-square-foot C-2 General Commercial development limitation shall be recorded as a deed restriction to place potential buyers on notice.

6. If the subject parcel is to be subdivided from the parent tract, the owners/developers shall submit a Unified Plan of Development or go through subdivision review pursuant to Section 306 of the Land Development Code prior to its division from the parent tract.

7. The owners/developers shall comply with the Access Management Plan for S.R. 581 as approved by the Florida Department of Transportation.

8. The owners/developers shall provide internal access to the adjacent two-acre parcel to the north which was rezoned (Petition No. 5997) to C-2 General Commercial by the Board of County Commissioners on March 11, 2003, and was proposed to be developed as Johnny Carino's restaurant.

9. A Pasco County approved traffic study shall be submitted prior to submission of a preliminary site plan.

10. Site specific improvements and off-site transportation improvements shall be pursuant to the Pasco County approved traffic study and approved at the time of preliminary site plan approval.

11. The owners/developers shall pay for traffic signalization at Porter Boulevard and S.R. 54 if warranted.

12. The owners/applicants acknowledge that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.

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13. This property may be subject to review under the Pasco County Code which shall include Building and Building Regulations, Fire Prevention and Protection, and Health and Welfare at the time of site plan review.

14. The owners/applicants shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code prior to commercial use of the property.

15. At the time of site plan review, the owners/applicants shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy No. 2.8.2, as follows:

2.8.2 Require the evaluation and proper management of endangered, threatened, and species of special concern by requiring that proposed development sites be examined for the presence of State and Federally protected plant and animal species. Criteria and thresholds for reviews to examine sites in this manner shall be specified in the County's land development regulations. At a minimum, the criteria will consider:

(a) The Area of Potentially Significant Habitat as shown on Map 3-1 that has been identified by the Florida Fish and Wildlife Conservation Commission as a "hot spot of biological resources and rare species occurrence" or other available data sources.

(b). The size and distribution of listed species populations within a proposed development site.

(c) The feasibility and viability of on-site protection and management and whether the proposed development site includes a wildlife corridor.

(d) The feasibility of maintaining a wildlife corridor.

(e) The appropriateness of mitigation to an acceptable off-site location in the event that on-site mitigation is shown to be ineffective.

When listed species are found, the proposal shall be forwarded to the Florida Fish and Wildlife Conservation Commission for recommendations to minimize the impact of development on those species found on the site. These recommendations shall be considered during the development approval process. Failure to receive recommendations from the Florida Fish and Wildlife Conservation Commission within the development review process time frames shall not preclude a project from being scheduled, considered, or approved.

16. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.

17. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Zoning/Code Compliance Division.

PLANNING COMMISSION ACTION:

Approval of Staff Recommendation: 10 Ayes; _____ Nayes

BOARD OF COUNTY COMMISSIONERS ACTION:

Note: At the Board of County Commissioners meeting on October 21, 2003, staff amended Condition Nos. 9 and 10 as outlined below.

Approval of Staff Recommendation with Amended Conditions

AMENDED CONDITIONS:

1. The owners/developers shall provide sufficient right-of-way tapering from zero feet to approximately 63 feet, m.o.l., in accordance with the proposed Project Development and Environment Study for S.R. 54 and stormwater retention and flood plain mitigation on the subject site for the six laning of S.R. 54 prior to preliminary site plan approval.

2. The owners/applicants agree to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the approved Florida Department of Transportation Project Development and Environment Study for Bruce B. Downs Boulevard (S.R. 581) at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.

3. The owners/applicants agree to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division at the

time of preliminary site plan approval unless otherwise determined by the Development Review Committee.

4. Commercial development cannot exceed 227,500 square feet without a zoning amendment.

5. The 227,500-square-foot C-2 General Commercial development limitation shall be recorded as a deed restriction to place potential buyers on notice.

6. If the subject parcel is to be subdivided from the parent tract, the owners/developers shall submit a Unified Plan of Development or go through subdivision review pursuant to Section 306 of the Land Development Code prior to its division from the parent tract.

7. The owners/developers shall comply with the Access Management Plan for S.R. 581 as approved by the Florida Department of Transportation.

8. The owners/developers shall provide internal access to the adjacent two-acre parcel to the north which was rezoned (Petition No. 5997) to C-2 General Commercial by the Board of County Commissioners on March 11, 2003, and was proposed to be developed as Johnny Carino's restaurant.

9. The owner/developer has submitted a traffic study. Based on the build-out dates and the land uses assumed in the traffic study dated October 2003, Pasco County accepts the conclusion in the study that the subject rezoning does not require any off-site improvements that are not already provided for in previously committed road improvement projects provided, however, that prior to or concurrent with the preliminary site plan approval, the County may require additional data and/or analysis related to the site-related driveway connections pursuant to the County's access management guidelines, and the Development Review Committee at the time of preliminary site plan approval may require additional site-related driveway access geometry and improvements and/or additional site access locations, subject to any applicable Florida Department of Transportation criteria.

10. This rezoning shall be aggregated into a Development of Regional Impact and any traffic studies required at that time shall include the property subject to this rezoning.

11. The owners/developers shall pay for traffic signalization at Porter Boulevard and S.R. 54 if warranted.

12. The owners/applicants acknowledge that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.

13. This property may be subject to review under the Pasco County Code which shall include Building and Building Regulations, Fire Prevention and Protection, and Health and Welfare at the time of site plan review.

14. The owners/applicants shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code prior to commercial use of the property.

15. At the time of site plan review, the owners/applicants shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy No. 2.8.2, as follows:

2.8.2 Require the evaluation and proper management of endangered, threatened, and species of special concern by requiring that proposed development sites be examined for the presence of State and Federally protected plant and animal species. Criteria and thresholds for reviews to examine sites in this manner shall be specified in the County's land development regulations. At a minimum, the criteria will consider:

(a) The Area of Potentially Significant Habitat as shown on Map 3-1 that has been identified by the Florida Fish and Wildlife Conservation Commission as a "hot spot of biological resources and rare species occurrence" or other available data sources.

(b) The size and distribution of listed species populations within a proposed development site.

(c) The feasibility and viability of on-site protection and management and whether the proposed development site includes a wildlife corridor.

(d) The feasibility of maintaining a wildlife corridor.

(e) The appropriateness of mitigation to an acceptable off-site location in the event that on-site mitigation is shown to be ineffective.

When listed species are found, the proposal shall be forwarded to the Florida Fish and Wildlife Conservation Commission for recommendations to minimize the impact of development on those species found on the site. These recommendations shall be

EXHIBIT N

WIREGRASS RANCH DRI NO. 260

AGREEMENT WITH SCHOOL BOARD*

*INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND GROWTH MANAGEMENT DEPARTMENT

AGREEMENT FOR SALE
WIREGRASS RANCH SCHOOL SITES

THIS AGREEMENT is made and entered this 2nd day of March, 2004, by and between Wiregrass Ranch, Inc., a Florida corporation, hereinafter referred to as "Seller," and The School District for Pasco County, Florida ("School District"), a political subdivision of the State of Florida, also referred to as "Buyer."

1. Sale of Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, certain unimproved land in Pasco County, Florida, as follows:

(a) High School Parcel. Seller shall sell and the School District shall purchase that certain parcel depicted on Exhibit "A" hereto as the "High School Parcel" and which is preliminarily described on Exhibit "B" hereto, containing approximately 59.12 gross acres, of which approximately 50.69 acres are uplands (net of jurisdictional wetlands). The precise legal description for the High School Parcel shall be provided to the parties by survey pursuant to paragraph 5 below, which survey legal description shall be used for the deed and title policy for the High School Parcel. Simultaneous with the conveyance of the High School Parcel to Buyer, Seller also shall convey the Access Parcel depicted on Exhibit A hereto and described on Exhibit "E" hereto, to Buyer, for no additional consideration, which conveyance shall be subject to Seller's retained easement rights and Buyer's construction obligations pursuant to paragraphs 14(c)iii, below. Buyer may subsequently dedicate such Access Parcel to Pasco County Florida, as public right-of-way, or may dedicate same to the Community Development District for Wiregrass Ranch.

(b) Middle School Parcel. Seller shall sell and the School District shall purchase that certain parcel depicted on Exhibit "A" hereto as the "Middle School Parcel" and which is preliminarily described on Exhibit "C" hereto, containing approximately 29.192 gross acres, of which approximately 27.30 acres are upland (net of jurisdictional wetlands). The precise legal description for the Middle School Parcel shall be provided to the parties by survey pursuant to paragraph 5 below, which survey legal description shall be used for the deed and title policy for the Middle School Parcel.

(c) Drainage/Mitigation Parcel. Simultaneously with the Initial Closing (as described in paragraph 8, below), and for no additional consideration beyond the Purchase Price for the High School Parcel and the Middle School Parcel (as set forth in paragraph 2, below), Seller shall convey to Buyer that certain Drainage/Mitigation Parcel depicted on Exhibit "A" hereto and described on Exhibit "D" hereto, containing 38.30 gross acres, more or less; provided, however, that the conveyance of the Drainage/Mitigation Parcel shall be subject to the following easements, covenants and restrictions: (i) Seller shall retain a permanent exclusive easement over, under, and across the Drainage/Mitigation Parcel for purposes of drainage retention, detention, and/or conveyance of stormwater, excavation of borrow pits for fill dirt material, flood plain compensation and/or mitigation, upland habitat preservation and/or mitigation, and wetland or other environmental mitigation, including, without limitation, ingress-egress rights for initial excavation, construction or creation, and for maintenance of any facilities, mitigation areas, or other such use therein; and (ii) Buyer's utilization of said Drainage/Mitigation Parcel shall be

limited to (x) construction and use of a secondary access roadway as generally depicted on Exhibit "A" hereto, not to exceed 60 feet in width (inclusive of pavement, slopes, sidewalks, drainage, etc.), (y) construction of a landscape, fence, wall or other buffer area along the southern boundary of said Drainage/Mitigation Parcel, and (z) passive educational uses not inconsistent or incompatible with Seller's retained easement rights as set forth in (i) above. It is expressly understood and agreed that Seller's easement rights hereunder may include creation and maintenance of a master drainage and/or environmental mitigation bank for the Wiregrass Ranch project. The permitting, construction and maintenance of the secondary access roadway, any buffer area, and any education use pursuant to (ii), above, shall be at Buyer's sole cost and expense. In the event the proposed location of the secondary access road is not practical due to environmental permitting constraints, Seller and Buyer shall cooperate in good faith to locate a suitable secondary access roadway location for Buyer.

(d) Elementary School Parcels. In addition to the High School Parcel, the Middle School Parcel, and the Drainage/Mitigation Parcel, Seller has agreed to sell, and Buyer has agreed to buy, three (3) elementary school parcels within the Wiregrass Ranch master planned project (collectively the "Elementary School Parcels"). The precise location of each Elementary School Parcel is not yet determined by the parties, but shall be determined during the planning and approval process for Wiregrass Ranch, based upon the following criteria: (i) each Elementary School Parcel shall contain approximately fifteen (15) upland acres, net of jurisdictional wetlands; (ii) each Elementary School Parcel shall be accessed via a local roadway or street, rather than S.R. 56, Porter Boulevard, or Chancey Road, if feasible; and (iii) Seller and Buyer mutually shall cooperate in good faith to locate one such elementary school site north of Chancey Road, one site between Chancey Road and S.R. 56, and one site south of S.R. 56, within the Wiregrass Ranch project, subject to planning, permitting and approval requirements, and project development design criteria for Wiregrass Ranch. The precise location and survey legal description for each Elementary School Parcel shall be provided pursuant to paragraph 5, below, within two hundred seventy (270) days after the Effective Date of this Agreement, or sooner with the mutual approval of Seller and Buyer as to any such parcel. Once procured, the survey legal description shall be utilized for the deed and title policy for each Elementary School Parcel.

(e) Option Parcel. In addition to the High School Parcel, Middle School Parcel, and three (3) Elementary School Parcels to be purchase by Buyer hereunder, Seller also has agreed to provide Buyer with an option to purchase a fourth (4th) elementary school parcel within Wiregrass Ranch (the "Option Parcel"), which may be exercised by Buyer and closed upon at any time within five (5) years after the Initial Closing (as defined below) for the High School Parcel and the Middle School Parcel, on the following terms and conditions: (i) the Option Parcel shall contain approximately fifteen (15) upland acres, net of jurisdictional wetlands; (ii) the Option Parcel site shall be mutually selected by Buyer and Seller, subject to the locational criteria set forth above for the Elementary School Parcels, and (iii) the Purchase Price for the Option Parcel shall be the same per acre rate as set forth herein for the High School Parcel, Middle School Parcel, and three (3) Elementary School Parcels to be purchased by Buyer hereunder.

The deed for each parcel shall contain restrictions limiting the use of the parcel to schools, public arts, education, and/or recreational purposes.

2. Purchase Price. Seller and Buyer agree that the Purchase Price for all of the purchase parcels hereunder (excluding the Drainage/Mitigation Parcel and the Access Parcel), including the High School Parcel, Middle School Parcel, three (3) Elementary School Parcels, and Option Parcel (if exercised by Buyer), shall be calculated at the rate of Fifty Thousand Dollars ($50,000.00) per upland acre, net of jurisdictional wetlands (except as provided in paragraph 2(b), below). The Purchase Price shall be paid in cash at Closing for each of the respective parcels, by cashier's check, wire transfer, or official School District check, after adjustment for closing costs and prorations, if any, as provided for herein. With respect to the acreage for each parcel, the Purchase Price shall be calculated as follows:

(a) Survey Acreage. The Wiregrass Ranch project surveyor, King Engineering Associates, Inc., Tampa, Florida, shall prepare the certified survey for each parcel pursuant to the criteria set forth in this Agreement. The survey shall include a calculation of the gross upland acres, net of jurisdictional wetlands, calculated to the nearest one-hundredth (.01) acre. The gross upland acreage shall include any private access roadway (other than the Access Parcel) provided for such parcel to connect to a public right-of-way within Wiregrass Ranch, as well as any interior, isolated wetland jurisdictional area within the parcel that is to be mitigated for by Buyer within the Drainage/Mitigation Parcel or on other land provided by Seller, pursuant to paragraph 2(b), below. Buyer shall not be required to pay for wetland acreage that is not to be impacted and mitigated for by Buyer.

(b) Mitigation for Wetland Impacts. In the event the High School Parcel or the Middle School Parcel contain one or more interior, isolated jurisdictional wetlands which Buyer desires to impact and mitigate for incident to its site development of such parcel, then such on-site wetland impact area shall be treated as "upland area" for purposes of calculating the Purchase Price for said parcel; provided, however, that Seller then shall provide to Buyer up to three (3) acres of off-site mitigation land for each such interior, on-site acre to be impacted, at no additional land cost to Buyer. The location of such off-site mitigation area shall be determined by Seller in accordance with the Wiregrass Ranch master plan and the requirements of all agencies having jurisdiction thereover, and may be within the Drainage/Mitigation Parcel. The cost of constructing and planting all such off-site mitigation areas desired by Buyer shall be paid for by Buyer, including the cost of permitting with respect thereto. Buyer shall engage King Engineering Associates, Inc., to perform all environmental permitting for such impacts and mitigation.

(c) Any survey prepared hereunder for any parcel shall be subject to revision to reflect any relocation of nearby or adjacent public roadways, or private roadways, or drainage or other utilities, or other requirements for adjacent development parcels including governmental approval or project design or permitting requirements, in Seller's reasonable discretion, provided that the net upland acreage for the High School Parcel shall remain not less than fifty (50) acres, for the Middle School Parcel not less than twenty-five (25) acres, and for each of the Elementary

School Parcels and the Option Parcel not less than fifteen (15) acres, in a configuration acceptable to Buyer for use as an educational facility.

In any event, based upon the foregoing minimum upland acres to be contained within each Parcel, and the Buyer's current wetland impact/mitigation plans, the minimum Purchase Price shall be as follows:

High School Parcel: 51.47 acres (50.69 upland acres plus 0.78 planned wetland acres impact @ $50,000.00 = $2,593,500.00

Middle School Parcel: 27.30 upland acres (no planned wetland impact) @ $50,000.00 = $ 1,365,000.00

Elementary School Parcel: 15 acres uplands @ $50,000 = $ 750,000.00 (minimum for each site)

3. Deed(s). Seller shall convey fee simple title to each Parcel to Buyer by statutory warranty deed free and clear of all liens and encumbrances except real estate taxes, assessments, if any, for the then current year, zoning, land use and all other requirements and restrictions of governmental authorities, and easements and restrictions of record, if any, which do not preclude the use of the Parcel as a school site.

4. Title Insurance. Seller, at Seller's expense, agrees to deliver to Buyer written title insurance commitments issued by Tew, Barnes & Atkinson, L.L.P., Clearwater, Florida, as agent for Chicago Title Insurance Company binding that company to insure title to each of the Parcels by its A.L.T.A. Form B, Owner's Title Insurance Policy, upon recording of the respective deeds for the parcels. Each title insurance commitment shall be provided within thirty (30) days after a legal description is available for each Parcel, and shall be revised and updated upon receipt of the actual survey for each Parcel. Buyer may object if the commitment is not consistent with paragraph 3, above. Such policies, when issued, shall be subject only to those matters set forth in paragraph 3 of this Agreement. The title policies shall be in the full amount of the respective Purchase Price for each Parcel.

5. Survey. Within thirty (30) days after the Effective Date hereof (defined below), King Engineering Associates, Inc., at Buyer's expense, shall prepare a boundary survey of the High School Parcel, the Middle School Parcel, the Access Parcel, and the Drainage/Mitigation Parcel, respectively, pursuant to paragraph 2, above, and which legal description shall be used for the title commitments, title policies, and deeds. With respect to the Elementary School Parcels and the Option Parcel, the survey shall be provided by King Engineering Associates, Inc., at Buyer's expense, within thirty (30) days after Seller and Buyer mutually agree on the location and configuration of each such Parcel, as required herein; provided, however, that in any event such survey shall be provided not less than sixty (60) days prior to Closing on each such Parcel.

6. Closing Costs. The closing costs for each Parcel shall be paid by the parties as follows:

(a) Buyer shall pay for the cost of the surveys, and documentary stamps due on the deed(s), if any.

(b) Seller shall pay the cost of title search expenses and title premiums, recording the deeds, and for any corrective instruments related to title matters.

(c) Real estate taxes for the then current year shall be prorated as of the Closing Date and paid by Seller at Closing, through said date.

7. Parcels to be Sold "As Is". Buyer shall have no recourse against Seller with respect to any matter regarding the Parcels (other than the warranties contained in the warranty deed to be delivered at closing), and Seller makes no other warranty or representation (implied or otherwise) with respect to the Property or this transaction. Without limiting the generality of the foregoing, Buyer acknowledges that it has conducted and will continue to conduct, prior to closing, its own due diligence investigation of each Parcel to determine its suitability for Buyer's intended use. This paragraph 7 shall survive the closing of all the transactions contemplated herein.

8. Closing Date. Closing shall take place at the offices of Tew, Barnes & Atkinson, L.L.P., Clearwater, Florida, in accordance with the following schedule, as to each parcel:

Initial Closing: High School Parcel Closing and Middle School Parcel Closing, together with the Access Parcel and Drainage/Mitigation Parcel, shall occur within forty-five (45) days after the Effective Date of this Agreement;

Second Closing: One (1) Elementary School Parcel Closing shall occur within one (1) year after the Initial Closing;

Third Closing: One (1) Elementary School Parcel Closing shall occur within two (2) years after the Initial Closing;

Fourth Closing: One (1) Elementary School Parcel Closing shall occur within three (3) years after the Initial Closing;

Option Closing: The Option Parcel Closing shall occur, if such option is exercised by Buyer, within five (5) years after the Initial Closing (defined above).

9. Default. In the event that either party should fail to consummate the transaction contemplated herein for any reason, except the other party's default, the sole and exclusive remedy hereunder shall be the right to sue for specific performance of this Agreement. No party shall be liable to any other party for any monetary damages in any event.

10. Brokerage. Each party warrants and represents to the other that no broker is involved in this transaction. Each party further agrees to indemnify and hold harmless the other party from and against any and all claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation, arising from the acts of the indemnifying party in conjunction with this Agreement or the transactions

contemplated herein. This paragraph 10 shall survive the closing of the transactions contemplated herein.

11. Notices. Any notice required to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by U.S. certified mail, postage prepaid, return receipt requested, or overnight delivery service. Such written notice shall be addressed as follows:

As to Seller: Wiregrass Ranch, Inc.
Attn: Don Porter
2528 Highway 581
Wesley Chapel, FL 33543

With a Copy to: Joel R. Tew, Esquire
Tew, Barnes & Atkinson, L.L.P.
2655 McCormick Drive
Clearwater, FL 33759

As to Buyer: Pasco County School District
Attn: Dr. John Long, School Superintendent
7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34639

With a Copy to: Dennis Alfonso, Esquire
P.O. Box 4
Dade City, FL 33526-0004

Either party may, by subsequent written notice, designate a different address or parties for receiving notice.

12. Assignment. This Agreement may not be assigned by Buyer without the express written consent of Seller, which consent shall be in Seller's sole and absolute discretion.

13. Attorney's Fees. In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorney's fees and court costs, such attorneys' fees to include those incurred on any appeal. The provisions of this paragraph 13 shall survive the closings of the transactions contemplated in this Agreement.

14. Special Provisions. This Agreement shall be conditioned upon the following, additional covenants and obligations between and among the parties, which shall survive each Closing:

(a) At each Closing, Buyer will execute IRS Form 8283 for each parcel, acknowledging the fair market value of each respective parcel, for bargain-sell charitable contribution purposes in favor of Seller, if requested by Seller and supported by MAI appraisal.

(b) As reflected on Exhibit "A," access to both the High School Parcel and the Middle School Parcel is to be provided via the extension of new S.R. 56 eastward from C.R. 581 (Bruce B. Downs Blvd.), and then via the extension of new Porter Boulevard southward from new S.R. 56, to connect with existing Mansfield Road to the south of Wiregrass Ranch. In consideration for the Purchase Price for the High School Parcel and the Middle School Parcel, Seller shall cause its Designated Developer within the Wiregrass Ranch project, Pulte Home Corporation, or the Community Development District, to design and construct such portion of S.R. 56 Extension from C.R. 581 to Porter Blvd., and the Porter Blvd. southern extension to Mansfield Road, adjacent to the High School Parcel access road and the Middle School Parcel frontage, as generally depicted on Exhibit "A" hereto, together with sanitary sewer and potable water transmission lines having sufficient design capacity for both school sites, within the right-of-way for said public roadways (collectively the "Road and Utility Connection." The Road and Utility Connection shall be completed by Seller's Designated Developer or the CDD on or before June 30, 2006, subject to Acts of God, force majeure, and design/permitting/construction approvals, requirements and conditions of governmental entities having jurisdiction, or other such third-party events or acts not within the reasonable control of Seller or its Designated Developer or the CDD.

(c) The Buyer acknowledges that the Property is only a portion of Wiregrass Ranch, which is owned, and which is undergoing initial planning for future development by one or more developers who are or will be contract purchasers for land within Wiregrass Ranch. Incident to the future planning, zoning entitlement, and/or development of Wiregrass Ranch, Buyer covenants and agrees as follows:

i. The various school parcels covered by this Agreement shall be excluded by Seller from any initial Application for Development Approval for any Development of Regional Impact, and Buyer shall independently own, plan, and develop its school parcels, including provision for mitigation of any of its impacts, if legally required in accordance with applicable Florida law. Seller and its Designated Developer do not assume any responsibility for mitigation of impacts with respect to Buyer's development of any of the parcels, except for the commitment of Seller for the Road and Utility Connection pursuant to 14(b) above, and the provision of off-site land for potential wetland mitigation by Buyer, pursuant to paragraph 2(b) above. Upon request, Buyer shall provide Seller, its Designated Developer, and other governmental agencies having DRI-related jurisdiction with written confirmation that the provision of the school parcels covered by this Agreement is expected to fully mitigate the DRI-related school impacts for the Wiregrass Ranch project, through complete buildout of the project. In the event Seller or its Designated Developer are lawfully required to include the school parcels in any ADA for the project, the School District will negotiate its impact mitigation directly with the agencies having jurisdiction thereof (if lawfully required), and shall indemnify Seller and its Designated Developer against such additional impacts, if any.

ii. The School District agrees to cause its design architect for each of the Parcels to retain King Engineering Associates, Inc., or other engineering firm designated by Seller, as a consultant to coordinate the master drainage plan, master wetland/floodplain mitigation plan, and master transportation access plan for the parcels with the master plan for

Wiregrass Ranch, to achieve maximum public benefit from efficiency in land use and operations and to avoid inconsistency in design engineering and construction.

iii. The ultimate road design upon buildout of Wiregrass Ranch contemplates a minimum of four lanes for S.R. 56, and four lanes for the extension of Porter Blvd. south from S.R. 56, through the access road entrance to the High School Parcel, as generally depicted on Exhibit "A" hereto (with only two lanes for Porter Blvd. continuing south of the High School access to existing Mansfield Road). With respect to the intersection of the High School Parcel access road with Porter Blvd., the Buyer agrees as follows:

(x) Buyer shall engage King Engineering Associates, Inc., or other road engineering consultant designated by Seller, to design and permit the Access Parcel road from the High School Parcel to Porter Blvd., as a four-lane divided and landscaped urban section, and to procure County and/or FDOT permits, as applicable, for the signalization of the High School Access Parcel road intersection with Porter Blvd., at the earliest possible date, as an additional Purchase Price amount for the High School Parcel.

(y) Buyer shall construct the Access Parcel road from the High School Parcel to Porter Blvd., as designed above, at Buyer's expense, and shall provide Seller, its successors and assigns, with non-exclusive access and utility easement rights over the access road for the adjoining parcels fronting on the access road (with full median access), as generally depicted on Exhibit "A." An easement shall be retained by Seller at Closing pursuant to this requirement.

(z) Buyer shall pay, as an additional Purchase Price amount for the High School Parcel, the cost of installation of the traffic signalization for the intersection of the High School Parcel access road at Porter Blvd., up to a maximum additional purchase price of $125,000.00 for such signalization cost, as certified by King Engineering Associates, Inc., or other project engineer designated by Seller. The balance of any such cost shall be paid by Seller or its Designated Developer or CDD.

iv. Incident to the future land use, zoning, or development use of Wiregrass Ranch, the School District agrees not to object to any future zoning or license request by Seller, any future developer or property owner within Wiregrass Ranch, on any adjacent parcel or other area within Wiregrass Ranch, including, without limitation, any application for AB "wet zoning" variances, licenses, permits, or other approvals.

~~v. By separate resolution of its governing board, the School District shall designate the high school to be constructed within the High School Parcel as "Wiregrass High School," in recognition/memory of James H. "Wiregrass" Porter.~~

vi. The Buyer acknowledges that all Parcels under this Agreement are within a proposed high quality, master-planned community, adjacent to future residential, office, retail and other public uses. Therefore, Buyer agrees that the final site plan for each parcel, and

the architectural design and quality of the improvements to be constructed thereon (i.e., exterior façade, style, and color scheme), shall be subject to the prior review and comment and approval of Seller, which approval shall not be unreasonably withheld. Without limiting the foregoing, Buyer agrees to utilize split-face block or better construction materials for the principal buildings within the High School and Middle School Parcels, and to use directional lighting wherever feasible for parking and recreational facilities, to minimize unnecessary impacts on adjoining properties. Buyer also agrees to participate in a master signage plan and master landscape plan along all frontage areas in cooperation with Seller's Designated Developer.

vii. The School District agrees to cooperate, to the extent financially feasible, with Seller or its Designated Developer with respect to a joint community college facility/program in conjunction with the high school campus, and/or a public-private partnership to create a public auditorium/fine arts/performing arts center for the community.

15. Effective Date; Due Diligence Period. This Agreement shall become legally effective upon the date it is accepted and approved by the Buyer's governing board, and executed by its Chairman (the "Effective Date"), notwithstanding earlier execution hereof by the Seller. From and after the Effective Date, Buyer shall have thirty (30) days within which to conduct its due diligence with respect to the Parcels which are subject to this Agreement, including any environmental analysis, flood plain analysis, appraisal analysis, Comprehensive Plan consistency approval, or other matter whatever deemed necessary by Buyer. Buyer shall notify Seller and its project engineer, King Engineering Associates, Inc., prior to access upon any of the Parcels by Buyer or any third party consultants, and shall indemnify Seller and hold it harmless from any property damage, personal injury, or other loss or casualty incurred by reason of Buyer or its consultants in connection with such entry and/or inspection. Unless Buyer terminates this Agreement on or before the 30th day (i.e., prior to expiration of the "Due Diligence" period), this Agreement shall be binding upon both Seller and Buyer, in accordance with its terms.

16. Miscellaneous. This Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the parties, and no representation, warranty, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may be modified only by an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns (where assignment is permitted). This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Time is of the essence of this Agreement. Headings to paragraphs used in this Agreement have been provided for convenience only and shall not affect the interpretation hereof. Whenever used herein, the singular form shall include the plural and vice versa, and the use of any gender shall include all genders, as appropriate. **This Agreement shall be null and void if not accepted by the governing body of Buyer on or before March 15, 2004** 16

17. Radon Gas. Buyer acknowledges that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from the county public health unit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

"SELLER"

Wiregrass Ranch, Inc.

WITNESSES:

By: _____
Thomas M. Porter
Title: Vice President

As to Seller

Date: 3/6/04

"BUYER"

School District of Pasco County, Florida
through its School Board

By: _____

As to Buyer

Printed Name: Jean Larkin Weightman
Chairperson

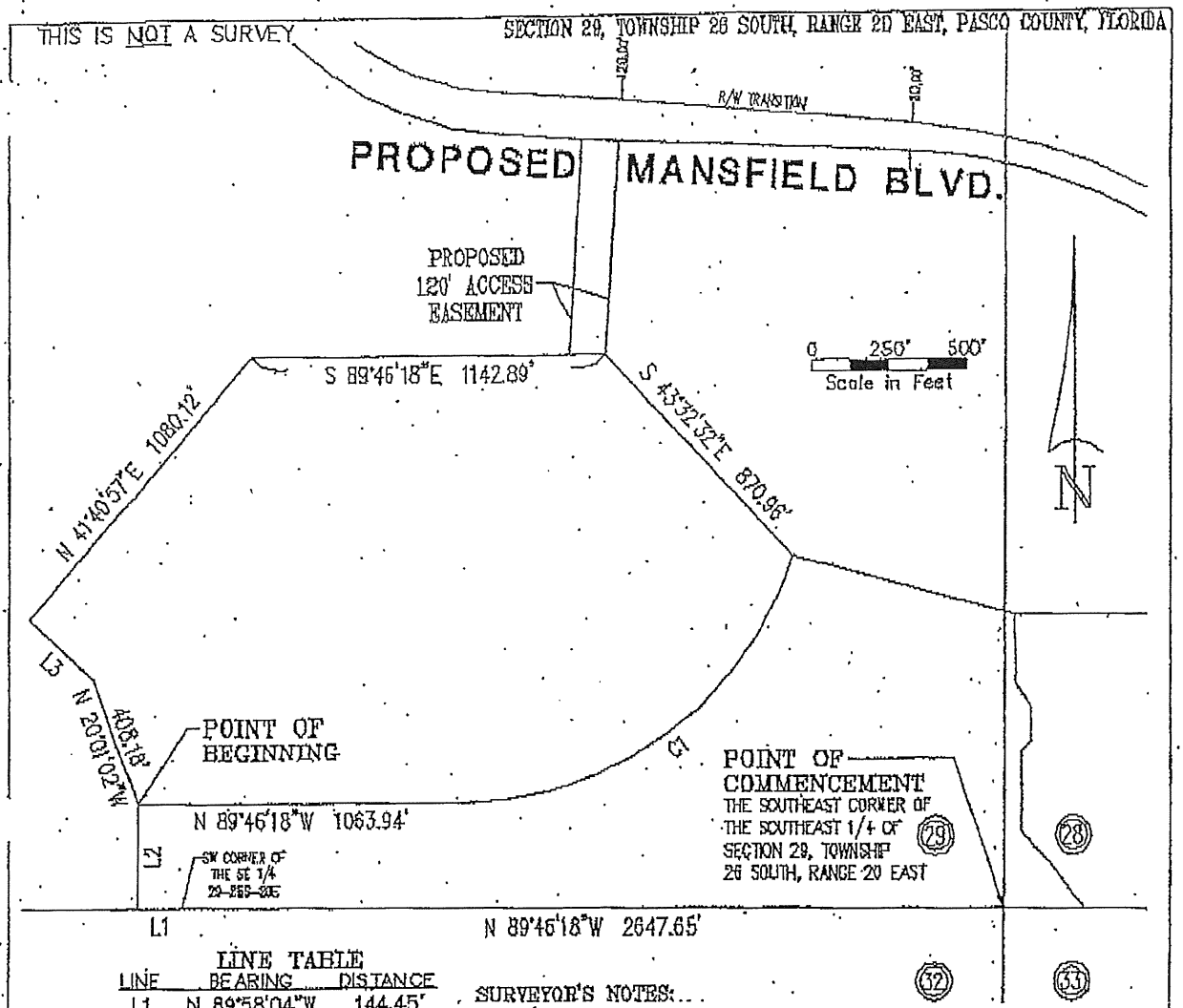
Date: 3/16/04 Date: 3/16/04

List of Exhibits

Exhibit A	-	Concept Plan/Educational Complex
Exhibit B	-	High School Parcel Legal Description
Exhibit C	-	Middle School Parcel Legal Description
Exhibit D	-	Drainage/Mitigation Parcel Legal Description
Exhibit E	-	Access Parcel Legal Description

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.06'
L3	N 48°19'03"W	283.03'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC.

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	71°29'55"	1100.00	1372.67	1285.33	791.87	S 54°28'45"W

WIREGRASS RANCH

PROPOSED HIGH SCHOOL PARCEL AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/25/04	R.E.D.	R.H.L.	R.H.L.
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		29	26 SOUTH	20 EAST

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 - 900 - 5881
FAX 813 - 900 - 5882
E-MAIL King@kingengineering.com

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\SU 3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet for a POINT OF BEGINNING; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 1,080.12 feet; thence S.89°46'18"E. a distance of 1,142.89 feet; thence S.43°32'32"E. a distance of 870.96 feet to a point of curvature; thence 1,372.67 feet along the arc of a non-tangent curve to the right, concave Northwesterly, having a radius of 1,100.00 feet, delta 71°29'55", chord bearing and distance S.54°28'45"W., 1,285.33 feet; thence N.89°46'18"W., a distance of 1,063.94 feet to the POINT OF BEGINNING.

Containing 59.174 acres more or less.

WIREGRASS RANCH

PROPOSED HIGH SCHOOL PARCEL AT WIREGRASS

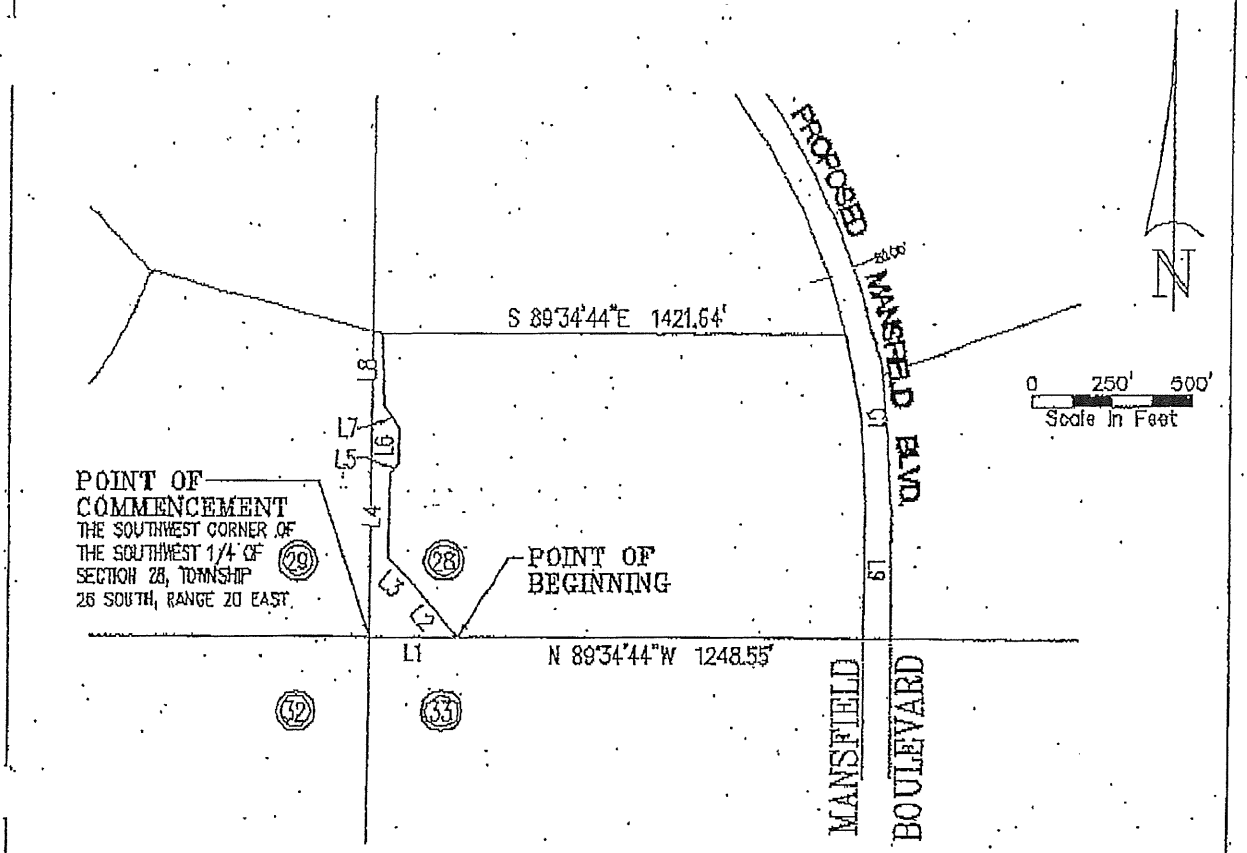
King ENGINEERING ASSOCIATES, INC.

4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 500
TAMPA, FLORIDA 33634
PHONE [illegible]
FAX [illegible]
E-MAIL [illegible]

Q:\SU 3108\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL

THIS IS NOT A SURVEY

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°34'44"E	263.85'
L2	N 39°10'55"W	169.87'
L3	N 46°30'18"W	125.95'
L4	N 00°57'59"E	248.15'
L5	N 43°44'49"E	44.38'
L6	N 00°00'00"E	103.15'
L7	N 34°14'03"W	84.30'
L8	N 02°14'18"W	210.69'
L9	S 00°25'16"W	395.38'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
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4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC.

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	14°56'41"	1940.00	506.02	504.59	254.45	S 07°03'04"E

WIREGRASS RANCH

PROPOSED MIDDLE SCHOOL PARCEL AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/26/04	R.E.D.	R.H.L.	R.H.L.
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		28	26 SOUTH	20 EAST

King
ENGINEERING ASSOCIATES, INC.
4923 MEMORIAL HIGHWAY PHONE 813-880-8881
SUITE 300 FAX 813-880-8882
TAMPA, FLORIDA 33634 E-MAIL

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

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RICHARD H. LAWRENCE
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CERTIFICATE OF AUTHORIZATION No. LB 2610

G:\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL

THIS IS NOT A SURVEY

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the Southwest 1/4 of Section 28, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence S.89°34'44"E., along the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33, a distance of 263.85 feet to the POINT OF BEGINNING; thence leaving said line, N.39°10'55"W. a distance of 189.87 feet; thence N.46°30'18"W., a distance of 125.95 feet; thence N.00°57'59"E., a distance of 248.15 feet; thence N.43°44'49"E., a distance of 44.38 feet; thence N.00°00'00"E., a distance of 103.15 feet; thence N.34°14'03"W., a distance of 84.30 feet; thence N.02°14'18"W., a distance of 210.69 feet; thence S.89°34'44"E., a distance of 1,421.64 feet to the Westerly right-of-way line of proposed Mansfield Boulevard (an 80' proposed R/W); thence 506.02 feet along the arc of a non-tangent curve to the right, concave Southwesterly, having a radius of 1,940.00 feet, delta 14°56'41", chord bearing and distance S.07°03'04"E., 504.59 feet; thence S.00°25'16"W., a distance of 395.38 feet to the South line of the Southwest 1/4 of said Section 28; thence N.89°34'44"W., along said South line of said Section 28, a distance of 1,248.55 feet to the POINT OF BEGINNING.

Containing 29.192 acres more or less.

WIREGRASS RANCH.

PROPOSED MIDDLE SCHOOL PARCEL AT WIREGRASS

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTRE, SUITE 500
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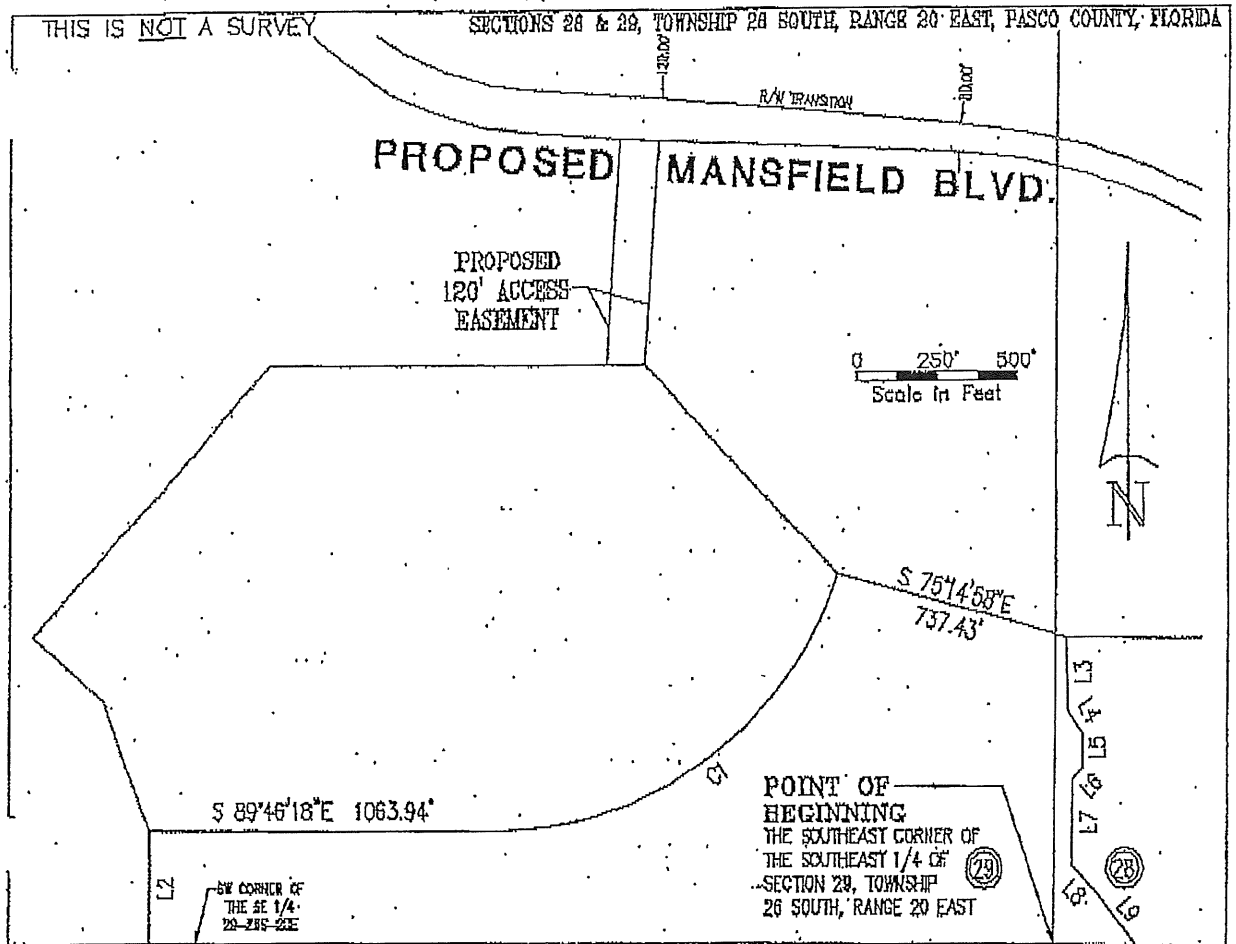
FAX 813 • 880 • 8882
E-MAIL King@kingengineering.com

Q:\Sc 3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL

THIS IS NOT A SURVEY

SECTIONS 28 & 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.06'
L3	S 02°14'18"E	210.69'
L4	S 34°14'03"E	84.30'
L5	S 00°00'00"W	103.15'
L6	S 43°44'49"W	44.38'
L7	S 00°57'59"W	248.15'
L8	S 46°30'18"E	125.95'
L9	S 39°10'55"E	189.87'
L10	N 89°34'44"W	263.85'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
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CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	71°29'55"	1100.00	1372.67	1285.33	791.87	N 54°28'45"E

WIREGRASS RANCH

PROPOSED DRAINAGE/MITIGATION EASEMENT AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/26/04	R.E.D.	R.H.L.	R.H.L.
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		28 & 29	26 SOUTH	20 EAST

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STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\SL 3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL

THIS IS NOT A SURVEY

SECTIONS 28 & 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Sections 28 & 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Beginning at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence S.89°46'18"E., a distance of 1,063.94 feet to a point of curvature; thence 1,372.67 feet along the arc of a tangent curve to the left, concave Northwesterly, having a radius of 1,100.00 feet, delta 71°29'55", chord bearing and distance N.54°28'45"E., 1,285.33 feet; thence S.75°14'58"E., a distance of 737.43 feet; thence S.02°14'18"E., a distance of 210.69 feet; thence S.34°14'03"E., a distance of 84.30 feet; thence S.00°00'00"W., a distance of 103.15 feet; thence S.43°44'49"W., a distance of 44.38 feet; thence S.00°57'59"W., a distance of 248.15 feet; thence S.46°30'18"E., a distance of 126.95 feet; thence S.39°10'56"E., a distance of 189.87 feet to the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33; thence N.89°34'44"W. a distance of 263.85 feet to the POINT OF BEGINNING.

Containing 38.072 acres more or less.

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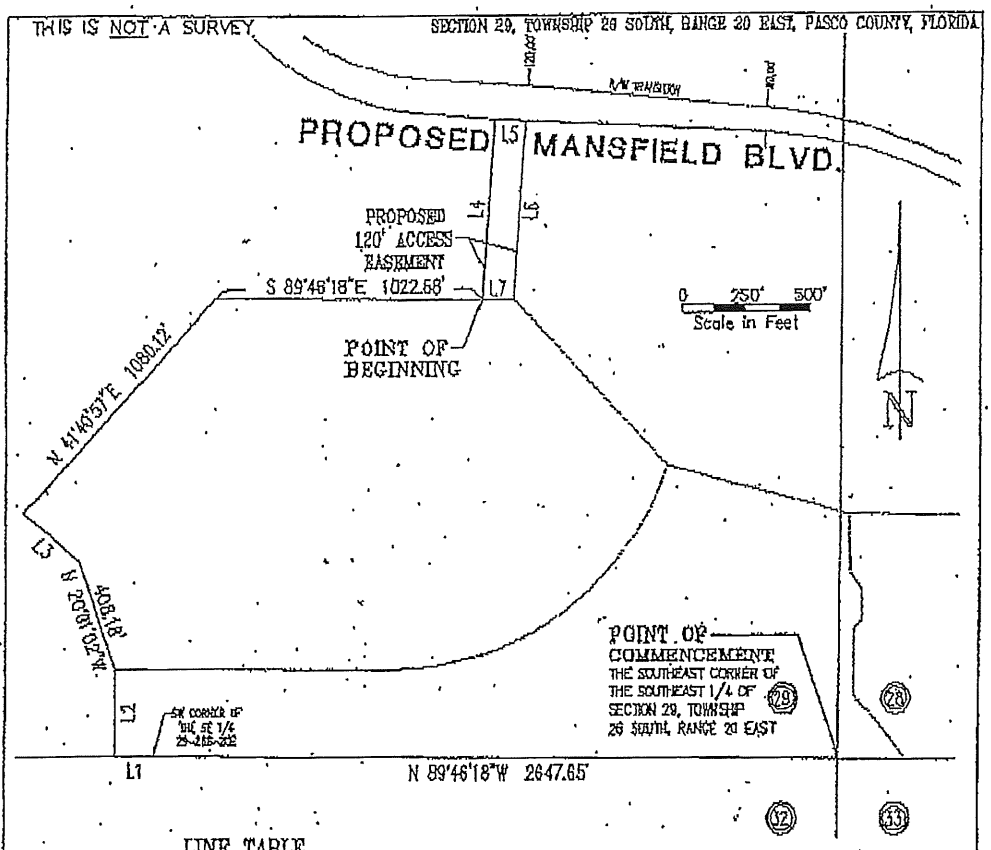
WIREGRASS RANCH

PROPOSED DRAINAGE/MITIGATION EASEMENT AT WIREGRASS

King
ENGINEERING ASSOCIATES, INC.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.06'
L3	N 48°19'03"W	283.03'
L4	N 03°37'04"E	667.74'
L5	S 86°22'56"E	120.00'
L6	S 03°37'04"W	660.63'
L7	N 89°46'18"W	120.21'

SURVEYOR'S NOTES:
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WIREGRASS RANCH

PROPOSED HIGH SCHOOL 120' ACCESS EASEMENT

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/25/04	R.E.D.	R.H.L.	R.H.L.
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		29	26 SOUTH	20 EAST

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STATE OF FLORIDA # LS 3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

G:\Survey\3109\301\SKLEGALS\Post-Boundary-Survey\SCHOOL PARCEL D.dwg

THIS IS NOT A SURVEY SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 1,080.12 feet; thence S.89°46'18"E. a distance of 1,022.68 feet for a POINT OF BEGINNING; thence N.03°37'04"E., a distance of 667.74 feet to the intersection of the proposed southerly right-of-way line of Mansfield Boulevard (120' R/W); thence S.86°22'56"E., along said right-of-way a distance of 120.00 feet; thence leaving said right-of-way S.03°37'04"W., a distance of 660.63 feet; thence N.89°46'18"W., a distance of 120.21 feet to the POINT OF BEGINNING.

Containing 1.830 acres more or less.

WIREGRASS RANCH

PROPOSED HIGH SCHOOL 120' ACCESS EASEMENT

King ENGINEERING ASSOCIATES, INC.

Sheet 2 of 2

G:\Survey\3109\301\SKLEGALS\Post-Boundary-Survey\SCHOOL PARCEL O.dwg

EXHIBIT O

WIREGRASS RANCH DRI NO. 260

AGREEMENT WITH FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
DATED OCTOBER 8, 2004

AGREEMENT REGARDING WIREGRASS RANCH DRI PROJECT PURSUANT TO SECTION 380.032 (3), FLORIDA STATUTES STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

THIS AGREEMENT is entered into by and between Pulte Home Corporation, its successors and assigns ("Pulte") and Goodman Properties, Inc., its successors and assigns ("Goodman") (Pulte and Goodman hereinafter collectively referred to as "Developers"), and the State of Florida, Department of Community Affairs ("DCA"), pursuant to Section 380.032(3), Florida Statutes.

Recitals

WHEREAS, pursuant to Section 380.031(18), Florida Statutes ("F.S."), DCA is the state land planning agency having the power and duty to exercise general supervision of the administration and enforcement of Chapter 380, F.S., which includes provisions relating to development of regional impact ("DRI"); and

WHEREAS, DCA is authorized pursuant to Section 380.032(3), F.S., to enter into agreements "necessary to effectuate the provisions and purposes" of Chapter 380, F.S., and this Agreement meets that statutory standard; and

WHEREAS, the Developers represent and state that:

A. Pulte previously has obtained local zoning approval from Pasco County, Florida, consistent with its local Comprehensive Plan, for a sub-DRI threshold development known as "Pulte S.R. 56 MPUD," pursuant to Pasco County, Florida, Rezoning Petition No. 6177, for the real property described on Exhibit A hereto.

B. Goodman previously has obtained local zoning approval from Pasco County, Florida, consistent with its local Comprehensive Plan, for a sub-DRI threshold development known as "Goodman S.R. 54 Commercial Project," pursuant to Pasco County, Florida, Rezoning Petition No. 6080, for the real property described on Exhibit B hereto.

C. Wiregrass Ranch, Inc. previously has obtained local zoning approval from Pasco County, Florida, consistent with its local Comprehensive Plan, for a sub-DRI threshold development known as "Wiregrass S.R. 56 Commercial Project," pursuant to Pasco County, Florida, Rezoning Petition No. 6079, for the real property described on Exhibit C hereto.

D. Pulte has acquired fee simple ownership to a portion of the Pulte S.R. 56 MPUD property, and the remainder thereof remains titled in Wiregrass Ranch, Inc.

E. Goodman is manager for the Goodman S.R. 54 Commercial Project, for First Chapel Value Associates, L.P., the fee simple owner thereof, and Goodman is manager for the Wiregrass S.R. 56 Commercial Project for Mountain Ventures Tampa, LLC, and Second Chapel Value Associates, L.P., the fee simple owners thereof (collectively the "Goodman Commercial Projects").

F. Pulte and Goodman are distinct and independent legal entities, and do not share any ownership, management, marketing or other business interests.

G. Based on the representations of the Developers herein the approved Goodman commercial projects and the Pulte residential MPUD project are not "physically proximate" to one another, pursuant to Section 380.0651(4), F.S., nor do they satisfy any of the criteria necessary to determine that there is a "unified plan of development" pursuant thereto, even if such physical proximity existed; therefore, there currently is no legal or factual basis to require "aggregation" of the separate and distinct sub-DRI threshold projects as a single development under Chapter 380, F.S.

H. In the absence of a voluntary Application for Development Approval of a DRI, the Pulte S.R. 56 MPUD, the Goodman S.R. 54 Commercial Project, and the Wiregrass S.R. 56 Commercial Project all could lawfully proceed, independent of each other and without DRI review, pursuant to their existing local zoning approvals, without review of any potential regional impacts which might result from the cumulative impact of said separate and distinct projects. (Maps identifying the locations of the three projects are included in Exhibits A, B and C).

I. Notwithstanding the foregoing, in order to procure further assurance from DCA that the three (3) sub-DRI threshold projects may proceed with site planning, permits, development authorizations, physical development, platting, marketing, and sale, lease or other disposition pursuant to the terms and conditions of the existing Pasco County, Florida, rezoning approvals, the Developers are willing and desire to enter into this Agreement, and to make the commitments and assurances set forth herein.

WHEREAS, DCA has determined that the purpose and intent of Chapter 380, F.S., would be fulfilled by authorizing the existing projects to proceed through physical development, marketing, and sale, lease or other disposition, in exchange for procurement of a binding commitment from the Developers to diligently proceed with an Application for Development Approval for a DRI project for the total geographic limits of Wiregrass Ranch, as hereinafter set forth. (A legal description for the Wiregrass Ranch property is attached as Exhibit G).

WHEREAS, DCA also has determined that the public interest would be served by this Agreement because the Pulte S.R. 56 MPUD requires, and is dependent upon, extension of State Road 56 eastward from Bruce B. Downs Blvd. (S.R. 581) to provide public right-of-way access for new public high school and public middle school sites which have been acquired by the Pasco County, Florida, School District, which roadway

otherwise is not publicly funded and could not be constructed for the schools' desired date of opening in August, 2006.

WHEREAS, DCA further has determined that the purpose and intent of Chapter 380, F.S., would be served by this Agreement, because the Developers herein are committed to include the cumulative, regional impacts of the projects into the ADA for analysis of the total mitigation necessary for the proposed DRI project, when otherwise, based upon the representations by Developers contained herein, DCA cannot compel aggregation of such impacts from the previously-approved projects.

NOW, THEREFORE, for and in consideration of the mutual covenants contained here, DCA and the Developers agree as follows:

1. The Developers assert and warrant that all of the representations and statements made by them in the recitals above and incorporated herein by reference are true, accurate, and complete. Based upon said representations and statements, DCA concludes that this Agreement is in the best interests of the State; it is in the best interests of the public; it is necessary and beneficial to DCA in its role as the state land planning agency with responsibility for administration and enforcement of Chapter 380, F.S.; and that it reasonably applies and effectuates the provisions and intent of Chapter 380, F.S.

2. The Pulte S.R. 56 MPUD, the Goodman S.R. 54 Commercial Project, and the Wiregrass S.R. 56 Commercial Project each are less than one hundred (100) percent of any applicable numerical guideline and standard contained in Section 380.0651, and Chapter 28-24, F.A.C. In addition, based upon the representations of Developers contained herein, the projects do not meet the criteria for aggregation as a single development project, pursuant to Section 380.0651(4), F.S. (A description of the currently approved development for these projects is included in Exhibits D, E and F).

3. Based upon the Developers' commitment to proceed diligently and in good faith with an ADA for DRI approval for the total Wiregrass Ranch project, as set forth herein, the Developers are hereby authorized and may complete site planning, permitting, physical development, marketing, and sale, lease or other disposition of the development projects to the extent and as authorized by the existing Pasco County, Florida, zoning approvals for the land set forth in Exhibits A, B, and C, respectively. Such development may proceed, subject to customary permitting by all agencies with jurisdiction, notwithstanding the filing and processing of the ADA for DRI approval, which will include said parcels of land.

4. Except for the levels of development previously authorized by Pasco County, Florida, for the Pulte S.R. 56 MPUD, the Goodman S.R. 54 Commercial Project, and the Wiregrass S.R. 56 Commercial Project, (see Exhibits D, E and F) no development as defined in Section 380.04, F.S., shall occur on the lands remaining in the ownership of Wiregrass Ranch, Inc. as of the date of this Agreement and not already committed to

public ownership by Pasco County, Florida, or the School District of Pasco County, Florida, until a final development order is approved for the total Wiregrass Ranch project, or this Agreement is amended to authorize such additional development.

5. Within three (3) months from the effective date of this Agreement, unless extended as provided by law, the Developers shall file an ADA for the total Wiregrass Ranch project, which shall include the lands described in Exhibits A, B, and C. All lands currently titled in Wiregrass Ranch, Inc., other than those already conveyed or under contract to Pasco County, Florida, or the Pasco County School District for public use, also shall be included in the ADA for DRI approval, as a single project. (Lands already conveyed or under contract to Pasco County, Florida, or the Pasco County School District for public use are identified in Exhibit H). In addition, although not to be included in the proposed DRI lands, the transportation analysis for the ADA shall include the regional impacts of the proposed community hospital proposed by East Pasco Medical Center, Inc., contiguous with the project, although said parcel is under independent ownership and will be developed and marketed independent from the Wiregrass Ranch DRI project.

6. The Developers shall be responsible for the mitigation of regional impacts arising from the Wiregrass Ranch DRI project, including the projects authorized herein, as identified during review of the ADA and as set forth in the final development order pursuant to Section 380.06, F.S.

7. Time is of the essence. Failure to timely file the ADA or otherwise diligently proceed in good faith to obtain a final development order, absent delay caused by review and comment agencies related thereto or absent an extension as provided by law, shall constitute a breach of this Agreement. In the event of a breach of this Agreement for failure to comply with any condition of this Agreement, or if this Agreement is based upon materially inaccurate information, DCA may terminate this Agreement or file suit to enforce this Agreement as provided in Sections 380.006 and 380.11, F.S.

8. Nothing in this Agreement shall constitute a waiver by DCA or the Developers of the right to appeal a Development Order pursuant to Section 380.07, F.S. In addition, in the event of any termination of this Agreement, nothing in this agreement shall preclude the Developers from completing development previously authorized for the lands set forth in Exhibits A, B, and C, pursuant to the terms and conditions thereof and the lawful permitting requirements of all agencies having jurisdiction thereof.

9. The restrictions and conditions of the final development order pursuant to Section 380.06, F.S., shall supersede any restrictions and conditions upon development that are set forth in this Agreement.

10. This Agreement affects the rights and obligations of the parties under Chapter 380, F.S. It is not otherwise intended to determine or influence the authority or decisions of any other state or local government or agency in the issuance of any other permits or approvals which might be required by state law or local ordinance,

independent from Chapter 380, F.S., for any development addressed by this Agreement. This Agreement shall not prohibit the Tampa Bay Regional Planning Council from subsequently reviewing or commenting on any regional issue that should be included in it report on the ADA for the total Wiregrass Ranch DRI.

11. The terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto. The Developers shall insure and provide that any successor-in-interest to any lands or parcels affected by this Agreement is bound by the terms and conditions of this Agreement. DCA has required the property owner, Wiregrass Ranch, Inc., to consent to and join in this Agreement, to the extent that it owns and controls part of the lands affected hereby.

12. The Developers shall record notice of this Agreement in the Official Records of Pasco County, Florida, and shall provide DCA with a copy of the recorded notice, including the Book and Page number, within four (4) weeks after the date of execution of this Agreement.

13. The effective date shall be the date the last party hereto executes and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be signed and sealed by their respective duly authorized officers and officials.

WITNESSES:

State of Florida
Department of Community Affairs

By: _____

Title: Director, Division of
Community Planning

Approved as to form and legal sufficiency:

Attorney, Department of Community Affairs

Pulte Home Corporation,
a Michigan Corporation

Pamela D. Maumaki

Linda B. Schmacher

By: _____

Title: Vice Pres

Goodman Properties, Inc.,
a Delaware corporation

Carolyn A. Sears

Patti Dan Dallegro

By: Lauren A Silverstein

Title: VICE PRESIDENT

Joinder and Consent By:
Wiregrass Ranch, Inc.,
a Florida corporation

Kathleen Roberts

Robert W Barney

By: William H. Porter

Title: President

STATE OF FLORIDA

COUNTY OF Leon

The foregoing instrument was acknowledged before me this 5th day of Oct, 2004, by Val Hurd, as Division Director of Department of Community Affairs, State of Florida. He/She is personally known to me or has produced _____ _____(type of identification) as identification.

MIRIAM SNIPES
MY COMMISSION # DD 115292
EXPIRES: September 7, 2006
Bonded Thru Notary Public Underwriters

_____
Signature of Person Taking Acknowledgment

_____
Name of Acknowledger Typed, Printed or Stamped

(NOTARY SEAL)

Notary Public, State of Florida

_____
Notarial Serial Number

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 7th day of October, 2004, by David J. Evans, as Vice President, of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation. He/~~She is personally known to me or~~ has produced FLDLE152170492960 (type of identification) as identification.

Pamela D. Mavromatis
Signature of Person Taking Acknowledgment

_____
Name of Acknowledger Typed, Printed or Stamped

PAMELA D. MAVROMATIS
MY COMMISSION # DD 245262
EXPIRES: December 27, 2007
Bonded Thru Notary Public Underwriters

(NOTARY SEAL)

Notary Public, State of Florida

_____
Notarial Serial Number

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 8th day of October, 2004, by LAWRENCE A. SILVESTRI, as VICE PRESIDENT, of Goodman Properties, Inc., a Delaware corporation, on behalf of the corporation. He/She is personally known to me or has ~~produced~~ _____ (type of identification) as identification.

Dorianne M Garvin

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

(NOTARY SEAL)

Notary Public, State of Florida

OFFICIAL NOTARY SEAL
DORIANNE M GARVIN
COMMISSION NUMBER
CC987509
MY COMMISSION EXPIRES
JAN 1,2005

Notarial Serial Number

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7th day of October, 2004, by William H. Porter, as President, of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

(NOTARY SEAL)

Notary Public, State of Florida

Notarial Serial Number

Robert L. Barnes, Jr.
MY COMMISSION # DD240580 EXPIRES
August 13, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

TABLE OF EXHIBITS

Exhibit A:	Legal Description and Map of Lands Approved for Pulte S.R. 56 MPUD
Exhibit B:	Legal Description and Map of Lands Approved for Goodman S.R. 54 Commercial Project
Exhibit C:	Legal Description and Map of Lands Approved for Wiregrass S.R. 56 Commercial Project
Exhibit D:	Description of Currently Approved Development for Pulte S.R. 56 MPUD
Exhibit E:	Description of Currently Approved Development for Goodman S.R. 54 Commercial Project
Exhibit F:	Description of Currently Approved Development for Wiregrass S.R. 56 Commercial Project
Exhibit G:	Legal Description of Wiregrass Ranch property
Exhibit H:	Description of Lands Already Conveyed or Under Contract to Pasco County, Florida, or the Pasco County School District for Public Use

LEGAL DESCRIPTION:
ALL THAT PORTION OF GOVERNMENT LOTS 3 & 4 IN SECTION 18, GOVERNMENT LOTS 1, 2 & 3 IN SECTION 19, AND GOVERNMENT LOT 4 IN SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST AND ALL THAT PORTION OF SECTIONS 17, 18, 19, 20, 21, 22, 27, 28, 29 AND 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, ALL IN PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SECTION 30, AS A POINT OF COMMENCEMENT; THENCE ALONG THE SOUTH LINE OF SECTION 30, S.89°58'40"E., A DISTANCE OF 1,250.13 FEET TO A POINT OF BEGINNING; THENCE LEAVING SAID SECTION LINE, 177.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 3,505.00 FEET, DELTA 02°53'42", CHORD BEARING AND DISTANCE N.73°13'37"E., 177.09 FEET; THENCE N00°29'34"E., A DISTANCE OF 479.20 FEET; THENCE 493.14 FEET ALONG THE ARC OF A NON TANGENT CURVE TO THE LEFT; HAVING A RADIUS OF 3,055.00 FEET, DELTA 09°14'56", CHORD BEARING AND DISTANCE N.64°16'13"E 492.61 FEET TO A POINT OF TANGENCY; THENCE N.59°38'45"E., A DISTANCE OF 3,512.13 FEET TO A POINT OF CURVATURE; THENCE 1801.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT; HAVING A RADIUS OF 5,675.00 FEET, DELTA 18°11'36", CHORD BEARING AND DISTANCE N.50°32'57"E 1,794.43 FEET TO A POINT OF TANGENCY; THENCE N.41°27'09"E., A DISTANCE OF 1,274.83 FEET; THENCE N.73°25'16"W., A DISTANCE OF 598.26 FEET; THENCE S.10°17'07"W., A DISTANCE OF 531.28 FEET; THENCE S.47°01'00"W., A DISTANCE OF 690.67 FEET; THENCE S.76°31'10"W., A DISTANCE OF 376.78 FEET; THENCE N.41°13'56"W., A DISTANCE OF 1,654.20 FEET; THENCE N.90°00'00"W, A DISTANCE OF 352.43 FEET; THENCE N.32°47'12"W., A DISTANCE OF 2,189.82 FEET; THENCE S.84°22'35"W., A DISTANCE OF 975.53 FEET; THENCE N.75°20'58"W., A DISTANCE OF 1,020.33 FEET; THENCE S.83°07'00"W., A DISTANCE OF 849.31 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD, A 200' R/W AS IT NOW EXISTS); THENCE N.00°29'34"E., ALONG SAID RIGHT OF WAY, A DISTANCE OF 1,743.53 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE S.89°30'26"E., A DISTANCE OF 307.27 FEET TO A POINT OF CURVATURE; THENCE 611.79 FEET ALONG THE ARC OF A CURVE TO THE LEFT; HAVING A RADIUS OF 2,430.00 FEET, DELTA 14°25'30", CHORD BEARING AND DISTANCE N.83°16'49"E 610.18 FEET TO A POINT OF TANGENCY; THENCE N.76°04'04"E., A DISTANCE OF 678.78 FEET; THENCE N.39°09'22"W., A DISTANCE OF 551.66 FEET; THENCE N.89°30'26"W., A DISTANCE OF 768.00 FEET; THENCE N.00°29'34"E., A DISTANCE OF 630.00 FEET; THENCE N.89°30'26"W., A DISTANCE OF 450.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD, A 200' R/W AS IT NOW EXISTS); THENCE N.00°29'34"E., ALONG SAID RIGHT OF WAY, A DISTANCE OF 2,136.59 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE S.89°56'28"E., A DISTANCE OF 2,772.88 FEET; THENCE N.00°36'54"E., A DISTANCE OF 1,095.05 FEET; THENCE S.89°56'28"E., A DISTANCE OF 1,841.27 FEET; THENCE S.00°16'10"W., A DISTANCE OF 340.00 FEET; THENCE S.89°56'28"E., A DISTANCE OF 635.00 FEET; THENCE N.89°55'00"E., A DISTANCE OF 688.17 FEET; THENCE S.09°16'19"E., A DISTANCE OF 1,380.38 FEET TO A POINT OF CURVATURE; THENCE 770.76 FEET ALONG THE ARC OF A CURVE TO THE RIGHT; HAVING A RADIUS OF 1,930.00 FEET, DELTA 22°52'53", CHORD BEARING AND DISTANCE S.02°10'08"W 765.65 FEET TO A POINT OF TANGENCY; THENCE S.13°36'34"W., A DISTANCE OF 1,044.29 FEET; THENCE S.80°39'41"W., A DISTANCE OF 1,212.96 FEET; THENCE S.13°41'13"E., A DISTANCE OF 889.73 FEET; THENCE S.38°33'25"W., A DISTANCE OF 301.07 FEET; THENCE N.83°58'57"W., A DISTANCE OF 642.32 FEET; THENCE S.13°19'24"E., A DISTANCE OF 1,901.85 FEET; THENCE N.90°00'00"E, A DISTANCE OF 1,306.43 FEET TO A POINT OF CURVATURE; THENCE 1,055.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT; HAVING A RADIUS OF 3,540.00 FEET, DELTA 17°04'50", CHORD BEARING AND DISTANCE S.24°01'00"E 1,051.41 FEET TO A POINT OF A COMPOUND CURVE; THENCE 660.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT; HAVING A RADIUS OF 1,500.00 FEET, DELTA 25°14'24", CHORD BEARING AND DISTANCE S.45°10'36"E 655.45 FEET TO A POINT OF TANGENCY; THENCE S.57°47'48"E., A DISTANCE OF 505.26 FEET; THENCE N.41°27'09"E., A DISTANCE OF 185.04 FEET TO A POINT OF CURVATURE; THENCE 3,224.63 FEET ALONG THE ARC OF A CURVE TO THE RIGHT; HAVING A RADIUS OF 3,225.00 FEET, DELTA 57°17'21", CHORD BEARING AND DISTANCE N.70°05'50"E 3,091.97 FEET TO A POINT; THENCE LEAVING SAID CURVE N.00°22'09"E., A DISTANCE OF 1,866.96 FEET; THENCE N.00°26'18"E., A DISTANCE OF 143.90 FEET; THENCE N.89°56'38"E., A DISTANCE OF 330.01 FEET; THENCE S.89°35'53"E., A DISTANCE OF 2,668.34 FEET; THENCE N.00°13'34"E., A DISTANCE OF 904.37 FEET; THENCE S.89°32'37"E., A DISTANCE OF 2,660.74 FEET TO THE EAST LINE OF SECTION 21; THENCE ALONG SAID LINE S.00°04'09"W., A DISTANCE OF 1,374.29 FEET; THENCE S.00°03'53"W., A DISTANCE OF 708.28 FEET; THENCE LEAVING SAID LINE S.89°53'05"E., A DISTANCE OF 269.81 FEET; THENCE S.00°03'53"W., A DISTANCE OF 1,599.71 FEET; THENCE S.00°17'16"W., A DISTANCE OF 814.78 FEET; THENCE N.89°56'37"W., A DISTANCE OF 269.92 FEET; THENCE N.89°42'49"W., A DISTANCE OF 1,607.04 FEET TO A POINT OF CURVATURE; THENCE 1,082.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT; HAVING A RADIUS OF 3,175.00 FEET, DELTA 19°32'11", CHORD BEARING AND DISTANCE N.79°56'43"W 1,077.36 FEET TO A POINT; THENCE LEAVING SAID CURVE S.00°04'47"W., A DISTANCE OF 481.27 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE 542.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,925.00 FEET, DELTA 7°55'10", CHORD BEARING AND DISTANCE N.69°27'11"W., 542.08 FEET; THENCE N.65°29'36"W., A DISTANCE OF 2,102.50 FEET TO A POINT OF CURVATURE; THENCE 3,283.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,575.00 FEET, DELTA 73°03'15", CHORD BEARING AND DISTANCE S.77°58'47"W., 3,065.29 FEET; THENCE S.41°27'09"W., A DISTANCE OF 1,795.79 FEET TO A POINT OF CURVATURE; THENCE 2,008.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 6,325.00 FEET, DELTA 18°11'36", CHORD BEARING AND DISTANCE S.50°32'57"W 1,999.96 FEET; THENCE S.59°38'45"W., A DISTANCE OF 3,512.13 FEET TO A POINT OF CURVATURE; THENCE 400.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,705.00 FEET, DELTA 06°11'56", CHORD BEARING AND DISTANCE S.62°44'43"W., 400.65 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 30; THENCE N.89°58'40"W., ALONG SAID LINE, A DISTANCE OF 589.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,506.473 ACRES, MORE OR LESS.

PREPARED BY:

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
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E-MAIL king@kingengineering.com

EXHIBIT A-1
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

NO.	DATE	DESCRIPTION	APP'D BY

JOB NO 3109-301-000
DATE 10-01-04
SCALE N.T.S.
DRAWN BY BAB

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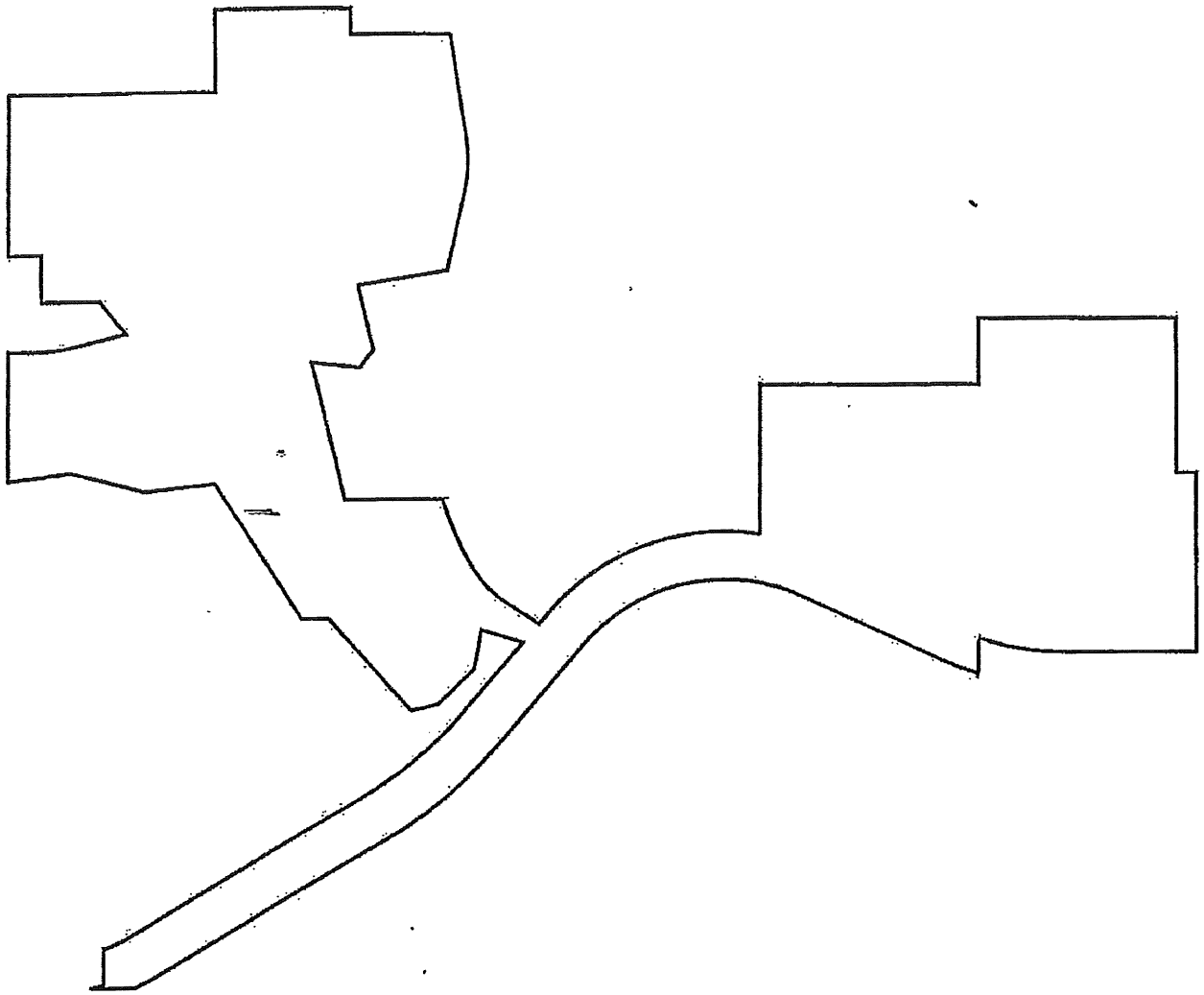

N.T.S.

EXHIBIT A-2
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

PREPARED BY:

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
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FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

NO	DATE	DESCRIPTION	APP'D BY

JOB NO 3109-301-000
DATE 10-01-04
SCALE NTS
DRAWN BY BAB

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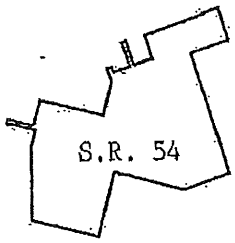



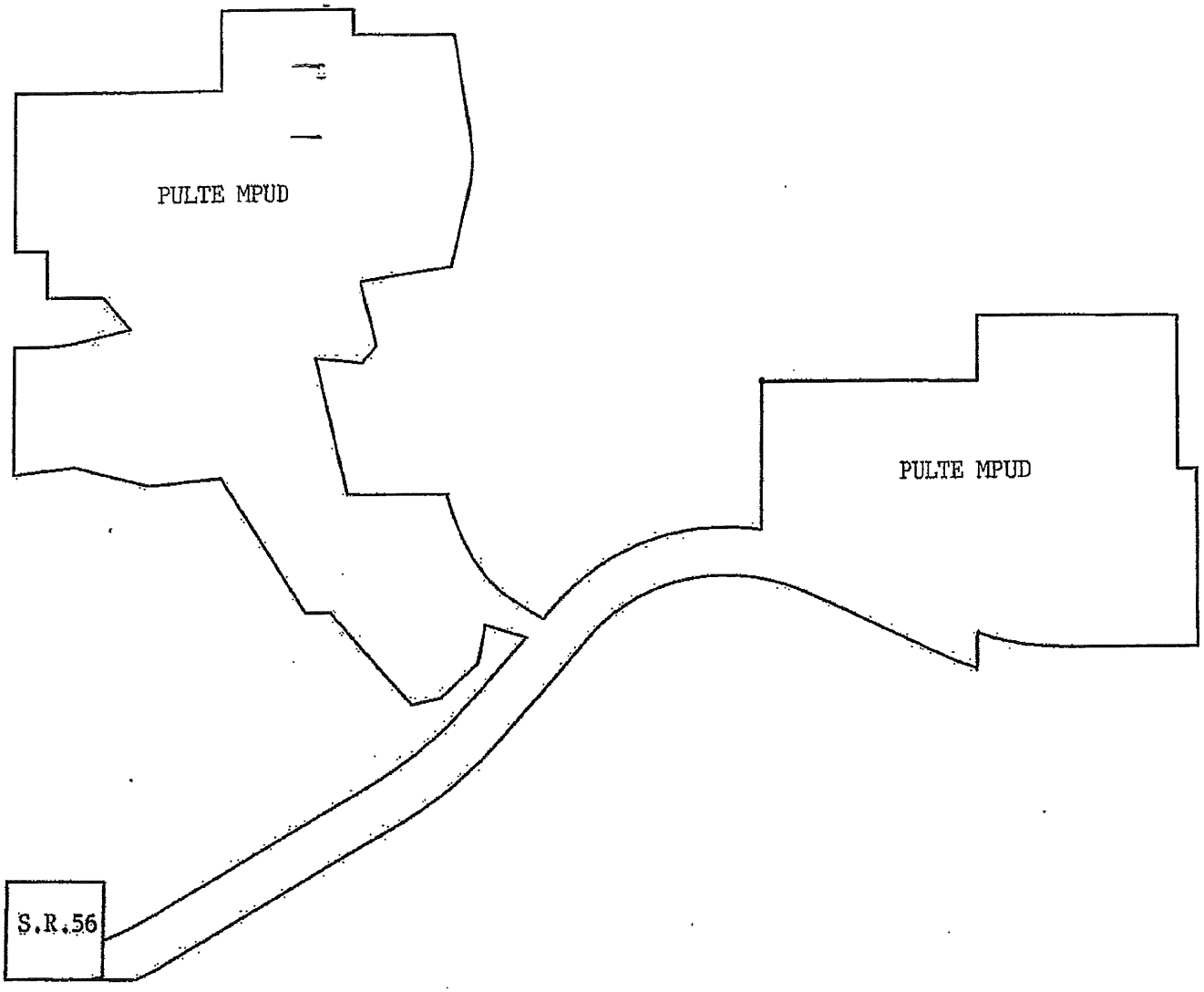

PROJECT MAP

EXHIBIT
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

PREPARED BY:

King ENGINEERING ASSOCIATES, INC.

PARCEL DESCRIPTION

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST AND THAT PORTION OF GOVERNMENT LOT 3, SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, ALL BEING IN PASCO COUNTY, FLORIDA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 7, THENCE ALONG THE WEST BOUNDARY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, S.00°21'10"W., A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54 AS IT IS NOW ESTABLISHED; THENCE ALONG THE SAID CENTERLINE OF STATE ROAD 54, S.77°26'34"E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING OF N.87°07'21"E, 1016.58 FEET; THENCE LEAVING SAID CENTERLINE, S.18°18'44"E., A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 THE FOLLOWING FOUR (4) COURSES: (1) N.71°41'16"E., A DISTANCE OF 83.51 FEET; (2) N.71°41'16"E., A DISTANCE OF 706.15 FEET; (3) S.18°18'44"E., A DISTANCE OF 10.00 FEET; (4) N.71°41'16"E., A DISTANCE OF 265.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N.71°41'16"E., A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'44"E., A DISTANCE OF 310.00 FEET; THENCE N.71°41'16"E., A DISTANCE OF 245.00 FEET; THENCE N.18°18'44"W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N.71°41'16"E.,A DISTANCE OF 768.33 FEET; (2) N.18°18'44"W., A DISTANCE OF 20.00 FEET; (3) N.71°41'16"E., A DISTANCE OF 204.04 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'44"E., A DISTANCE OF 419.71 FEET; THENCE S.71°41'16"W., A DISTANCE OF 500.65 FEET; THENCE S.18°18'44"E., A DISTANCE OF 1,525.16 FEET; THENCE S.71°41'16"W., A DISTANCE OF 612.96 FEET; THENCE N.75°21'53"W., A DISTANCE OF 880.25 FEET; THENCE S.14°38'07"W., A DISTANCE OF 801.57 FEET; THENCE N.75°21'53"W., A DISTANCE OF 828.52 FEET; THENCE N.00°00'08"E., A DISTANCE OF 904.88 FEET; THENCE N.14°38'07"E., A DISTANCE OF 201.76 FEET; THENCE N.75°21'53"W., A DISTANCE OF 292.94 FEET; THENCE S.14°38'07"W., A DISTANCE OF 10.00 FEET; THENCE N.75°21'53"W., A DISTANCE OF 60.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 581 (BRUCE B. DOWNS BOULEVARD) (AN EXISTING 200' R/W); THENCE N.14°37'47"E., ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 55.99 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.75°21'53"E., A DISTANCE OF 82.00 FEET; THENCE S.66°23'32"E., A DISTANCE OF 38.47 FEET; THENCE S.75°21'53"E., A DISTANCE OF 177.94 FEET; THENCE N.55°38'40"E., A DISTANCE OF 30.48 FEET; THENCE N.14°38'07"E., A DISTANCE OF 296.50 FEET; THENCE S.75°21'53"E., A DISTANCE OF 791.03 FEET; THENCE N.14°38'07"E., A DISTANCE OF 416.32 FEET; THENCE N.18°18'44"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'18"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'44"E., A DISTANCE OF 65.00 FEET; THENCE N.71°41'16"E., A DISTANCE OF 207.00 FEET; THENCE N.18°18'44"W., A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 82.601 ACRES, MORE OR LESS

EXHIBIT B-1
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

PREPARED BY:

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NO	DATE	DESCRIPTION	APP'D BY

JOB NO 3109-301-000
DATE 10-01-04
SCALE N.T.S
DRAWN BY BAB

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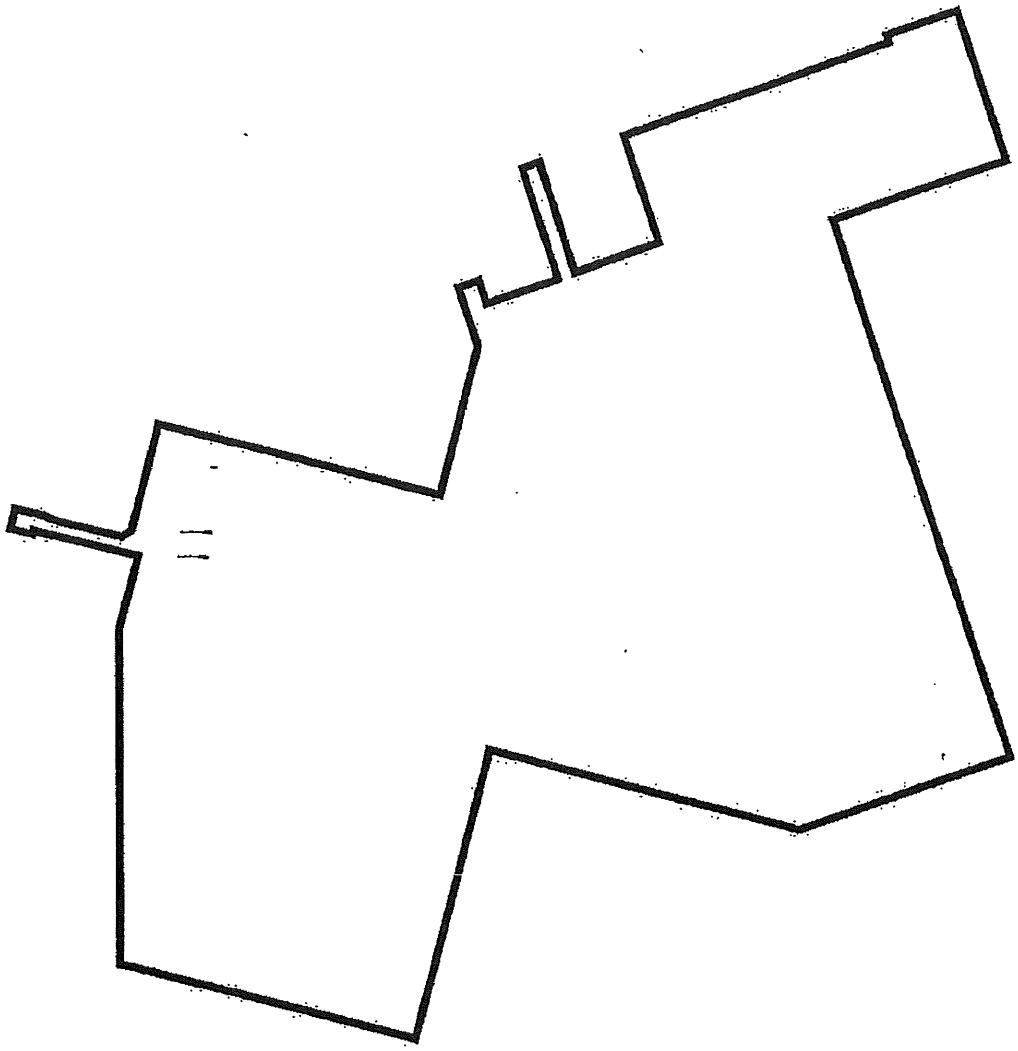

N.T.S.

EXHIBIT B-2
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

PREPARED BY:

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
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TAMPA, FLORIDA 33634
ENGINEERING LICENSE #00002610
PHONE 813 • 880 • 8881
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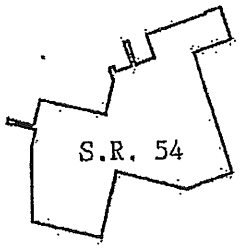
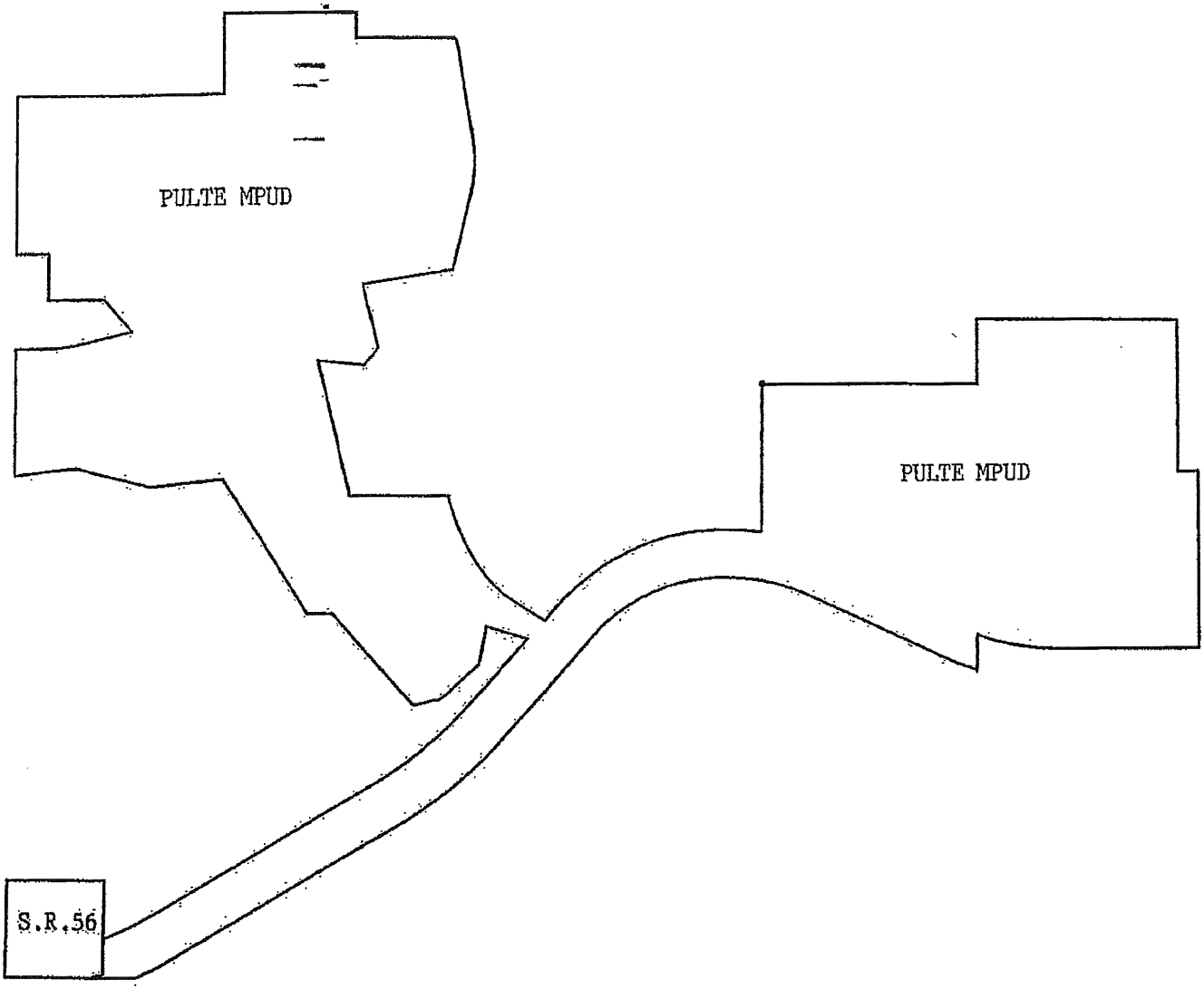




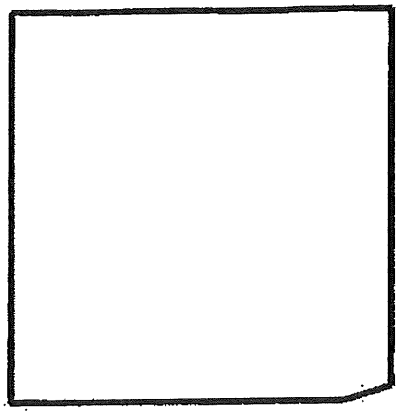


PROJECT MAP

EXHIBIT
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

PREPARED BY:

King ENGINEERING ASSOCIATES, INC.



LEGAL DESCRIPTION:

ALL THAT PORTION OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOT 4, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S89°58'40"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD - A 200' R/W) FOR A POINT OF BEGINNING; THENCE N00°29'34"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 1320.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S89°58'40"E, A DISTANCE OF 1320.00 FEET; THENCE S00°29'34"W, A DISTANCE OF 1268.83 FEET TO THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 56; THENCE 177.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3505.00 FEET, DELTA 02°53'42", CHORD AND BEARING OF S73°13'37"W, 177.09 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE WITH THE SOUTHERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE N89°58'40"W ALONG SAID SOUTHERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 1150.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.902 ACRES, MORE OR LESS



N.T.S.

EXHIBIT C
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

PREPARED BY:

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
ENGINEERING LICENSE #00002610
PHONE 813 • 880 • 8881
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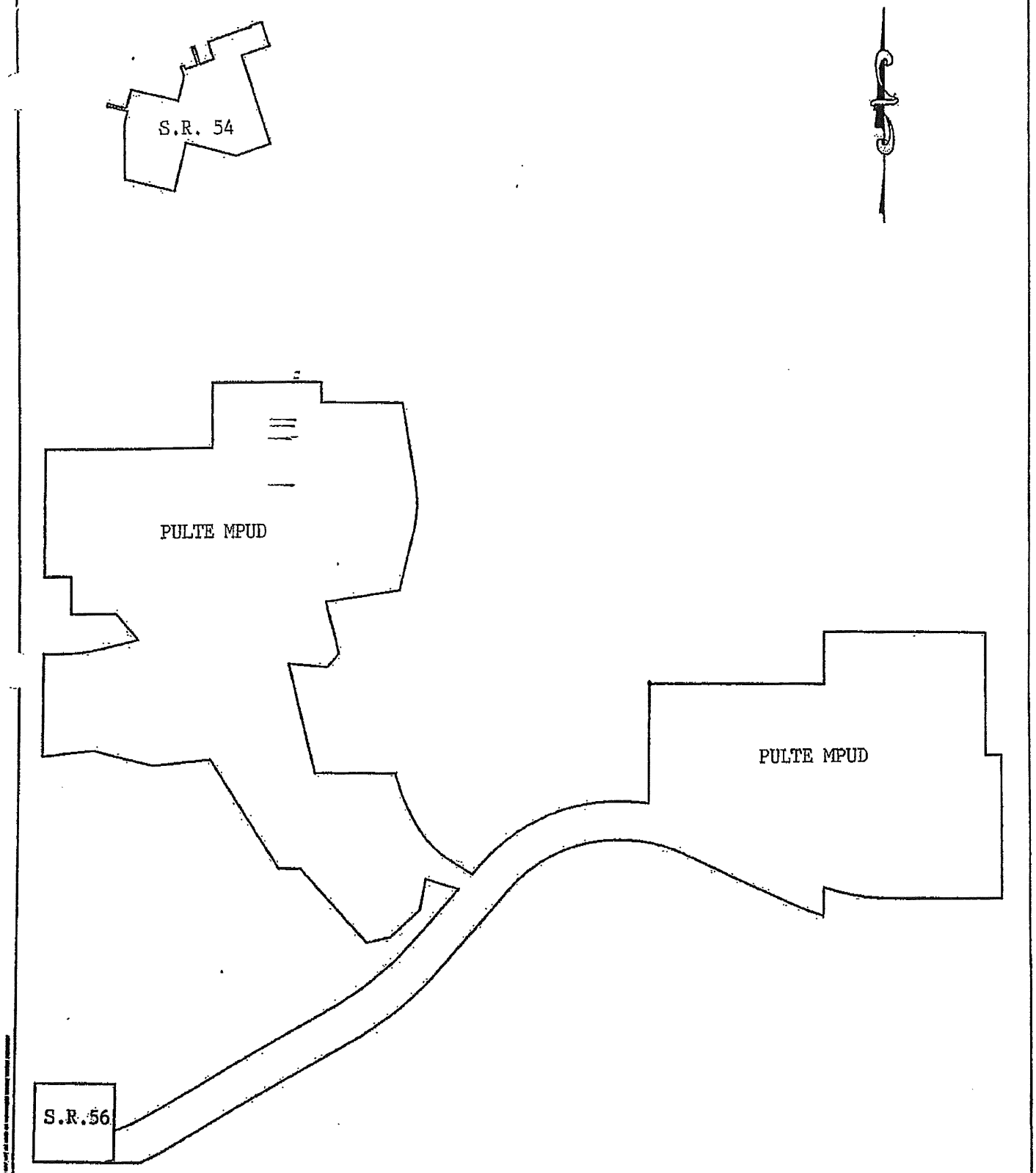
E-MAIL king@kingengineering.com

NO.	DATE	DESCRIPTION	APP'D BY

JOB NO 3109-301-000
DATE 10-01-04
SCALE N.T.S
DRAWN BY BAB

© COPYRIGHT 2003 - KING ENGINEERING ASSOCIATES, INC. THIS DRAWING AND CONCEPTS MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN PERMISSION.



PROJECT MAP

EXHIBIT
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

PREPARED BY:

King ENGINEERING ASSOCIATES, INC.

ZONING PETITION REVIEW REPORT

TO: Pasco County Planning Commission

PETITION #6177

Commission District #2

FROM: Debra M. Zampetti
Zoning/Code Compliance Administrator

Planning Commission
Hearing Date: 4/13/04

SUBJECT: Rezoning Request
South Central Pasco County

Board of County Commissioners
Hearing Date: 4/27/04, DC

APPLICANT: **WIREGRASS RANCH, INC., ET AL./ PULTE S.R. 56 MPUD MASTER PLANNED UNIT DEVELOPMENT**

TAZ #179, 180, and 241

PETITION SUMMARY:

Petition No. 6177 in the names of Wiregrass Ranch, Inc., et al./Pulte S.R. 56 MPUD Master Planned Unit Development has been filed for a change in zoning from R-2 Low Density Residential, R-3 Medium Density Residential, and A-C Agricultural Districts to an MPUD Master Planned Unit Development District. The property is located on the east side of Bruce B. Downs Blvd. (S.R. 581), approximately one mile north of the intersection of S.R. 56 and Bruce B. Downs Blvd. (S.R. 581) and on the north side of the proposed S.R. 56 extension (portions of Sections 17, 18, 19, 20, 21, 22, 27, 28, 29, and 30; Township 26 South; Range 20 East, Pasco County, Florida) and contains 1,506.47 acres, m.o.l.

Project Name:	Pulte S.R. 56
Developers' Names:	Wiregrass Ranch, Inc., and Double A Ranch, LLC
Future Land Use Classifications:	RES-3 (Residential - 3 du/ga) and MU (Mixed Use)
Water/Sewage:	Pasco County (Central)
No. of Dwelling Units:	1,999
Types of Dwelling Units:	Single-Family Attached, Single-Family Detached, Multi-family, Villas, and Duplexes
Commercial Acres/Square Feet:	Golf Course and Recreational/Clubhouse

The surrounding zoning districts and land uses are as follows:

	Zoning District	Land Use
North:	A-C Agricultural; R-2 Low Density Residential	Undeveloped
East:	MPUD Master Planned Unit Development	Undeveloped
South:	A-C Agricultural	Undeveloped
West:	MPUD Master Planned Unit Development; C-2 General Commercial	Bruce B. Downs Blvd. (S.R. 581); Undeveloped; Seven Oaks Subdivision

FINDINGS OF FACT:

1. The developers are requesting to rezone approximately 1,506.5 acres of A-C Agricultural, R-2 Low Density Residential, and R-3 Medium Density Residential properties to MPUD Master Planned Unit Development to allow 1,999 units/lots for single-family attached, single-family detached, multifamily, villas, and duplexes.

2. The developers are also requesting a variance from the Land Development Code as provided for in Section 522.4.D, Variance, as follows:

   Section 615, Off-Street Parking, Loading, and Unloading Regulations.

3. On September 18, 2001, the Board of County Commissioners approved Rezoning Petition No. 5827, rezoning approximately 150 acres from A-C Agricultural to R-3 Medium Density

EXHIBIT "A"

ZONING PETITION REVIEW REPORT

TO: Pasco County Planning Commission

FROM: Debra M. Zampetti
Zoning/Code Compliance Administrator

SUBJECT: Rezoning Request
South Central Pasco County

APPLICANT: **WIREGRASS RANCH, INC., ET AL./ PULTE S.R. 56 MPUD MASTER PLANNED UNIT DEVELOPMENT**

PETITION #6177

Commission District #2

Planning Commission
Hearing Date: 4/13/04

Board of County Commissioners
Hearing Date: 4/27/04, DC

TAZ #179, 180, and 241

PETITION SUMMARY:

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Project Name:	Pulte S.R. 56
Developers' Names:	Wiregrass Ranch, Inc., and Double A Ranch, LLC
Future Land Use Classifications:	RES-3 (Residential - 3 du/ga) and MU (Mixed Use)
Water/Sewage:	Pasco County (Central)
No. of Dwelling Units:	1,999
Types of Dwelling Units:	Single-Family Attached, Single-Family Detached, Multi-family, Villas, and Duplexes
Commercial Acres/Square Feet:	Golf Course and Recreational/Clubhouse

The surrounding zoning districts and land uses are as follows:

	Zoning District	Land Use
North:	A-C Agricultural; R-2 Low Density Residential	Undeveloped
East:	MPUD Master Planned Unit Development	Undeveloped
South:	A-C Agricultural	Undeveloped
West:	MPUD Master Planned Unit Development; C-2 General Commercial	Bruce B. Downs Blvd. (S.R. 581); Undeveloped; Seven Oaks Subdivision

FINDINGS OF FACT:

1. The developers are requesting to rezone approximately 1,506.5 acres of A-C Agricultural, R-2 Low Density Residential, and R-3 Medium Density Residential properties to MPUD Master Planned Unit Development to allow 1,999 units/lots for single-family attached, single-family detached, multifamily, villas, and duplexes.

2. The developers are also requesting a variance from the Land Development Code as provided for in Section 522.4.D, Variance, as follows:

   Section 615, Off-Street Parking, Loading, and Unloading Regulations.

3. On September 18, 2001, the Board of County Commissioners approved Rezoning Petition No. 5827, rezoning approximately 150 acres from A-C Agricultural to R-3 Medium Density

Residential. The remainder of the proposed development retains its original rezoning of A-C Agricultural and R-2 Low Density Residential.

4. Presently, the subject site is vacant with orange groves.

5. The subject property is located in Flood Zones "A" and "X," and development in the area designated Zone "A" is subject to the requirements of the Land Development Code, Article 700, Flood Damage Prevention.

6. The surrounding area is characterized by residential development.

7. Access to the site is from Bruce B. Downs Blvd. (S.R. 581) which is a two-lane arterial roadway which has 200 feet of existing right-of-way and Chancey Road, a proposed, four-lane divided, collector roadway with 140 feet of right-of-way as approved by the Board on February 24, 2004, on the Chancey Parkway Route Study prepared by Reynolds, Smith and Hills, Inc.

   Access will also be provided by proposed S.R. 56, an arterial roadway with 250 feet of right-of-way.

8. Based on information provided by the Pasco County Geodetic Mapping Section, the site contains 228.32 acres designated MU (Mixed Use) and 1,278.16 acres designated RES-3 (Residential - 3 du/ga). Approximately 277.68 acres are jurisdictional. The maximum number of residential units allowed on the site, based on a ten percent density credit for upland acreage is 9,597.

9. Water and sewer to be provided by Pasco County.

10. The proposed request is consistent with Article 300, Subsection 303.2(E)1, Criteria and Standards to be Considered in Review of Applications for Zoning Amendments, of the Pasco County Land Development Code, and with the applicable provisions of the Pasco County Comprehensive Plan, October 2000.

VARIANCE REQUEST:

The developers have requested a variance from the provisions of the Land Development Code to be considered as a part of the MPUD Master Planned Unit Development rezoning application:

1. Section 615, Off-Street Parking, Loading, and Unloading Regulations:

   Section 615.1.A, General Regulations, which, if granted, would allow the developers to parallel park along Types 1, 2, 3, and 4 roadways.

   The applicants state, "Roadway designs shall comply with Land Development Code requirements with the addition of a 9' parallel parking lane adjacent to the minimum travel lane widths required for each type of roadway."

2. Staff has reviewed the developers' request and recommends approval to allow parallel parking along the roadways.

STAFF RECOMMENDATION:

Approval with Conditions

CONDITIONS:

See attachment.

DEVELOPMENT REVIEW COMMITTEE ACTION (3/25/04):

Approval with Conditions

PLANNING COMMISSION ACTION:

Approval of Staff Recommendation with Amended Conditions

AMENDED CONDITIONS:

4. All wetlands and adjoining buffer, conservation/preservation areas, and wildlife habitat/corridor areas shall be placed under a perpetual conservation easement in favor of **and at no cost to**

Pasco County. Prior to preliminary plan/preliminary site plan submittal, the developers shall submit one copy of the executed and recorded conservation easement in a form acceptable to the County Attorney's office to the Pasco County Development Review Division (DRD) and one copy of the same to the Pasco County Biologist. All conservation easement areas shall be depicted as an overlay on the preliminary plan/preliminary site plan and construction plan.

7. The developers shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association in the form of a nonprofit corporation registered with the Secretary of State, State of Florida, (Association) or, if approved by the Board, a Community Development District (CDD), that encompasses the entire boundaries of the MPUD Master Planned Unit Development except for any real property to be conveyed to the County or the District School Board of Pasco County. The developers shall convey in fee simple to the Association or the CDD, for ownership and maintenance, all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the Association as well, but only to the CDD if such special power pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All ~~such~~ conveyances **required by this condition** shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, Association or CDD documents, including Articles of Incorporation with proof of being filed with the Secretary of State, State of Florida, restrictive covenants, and all exhibits, shall be submitted to the Pasco County Engineering Services Director for review and approval along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the Association or the CDD. The impact fee credits for improvements or dedications shall go to the Association or the CDD which funded such improvements as applicable.

40. Attached hereto and incorporated herein as Exhibit "~~D~~C" is a letter dated January 21, 2004, from Tampa Bay Water outlining stormwater drainage and discharge conditions which are hereby incorporated into these conditions of approval as if set forth herein.

41. The residential design standards are as identified in the supporting land use classification standards attached as Exhibits "A" and "B" ~~and "C~~. In addition, the following shall apply:

    a. Provided the specific communities and product types are developed, the standards set forth in Exhibits "A" and "B" ~~and "C"~~ shall apply. Otherwise, the requirements of the closest conforming zoning district shall apply.

BOARD OF COUNTY COMMISSIONERS ACTION:

Approval of Planning Commission Recommendation with Amended Conditions

AMENDED CONDITIONS:

1. Village 1: Traditional Neighborhood Community Products*

   The lot size, dimensions, setbacks, height restrictions, street and alley-way dimensions, lot coverage, and other standards for the proposed traditional neighborhood development community shall be consistent with the Traditional Neighborhood Development Guidelines, March 2004, formulated by the ~~County's~~ Traditional Neighborhood Development Task Force Committee~~, if, as hereafter amended or modified, unless directed otherwise by the Development Review Committee and~~ approved by the Board of County Commissioners **in connection with review of the preliminary site plan. The preliminary site plan must be approved by the Board of County Commissioners if the developers intend to use the said guidelines or an amended or modified version of the said guidelines. In that case, the Development Review Committee could make a recommendation to the Board of County Commissioners.** In the event Pasco County has adopted a traditional neighborhood development ordinance prior to preliminary plan approval for this MPUD Master Planned Unit Development, then the requirements of the such traditional neighborhood development ordinance shall supersede the above-referenced standards.

   ~~*To be used as a guide only.~~

CONDITIONS:

See Attachment

PULTE S.R. 56
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. 6177

Master Development Plans

1. Development shall be in accordance with the application, plans, and information submitted November 13, 2003, unless otherwise stipulated or modified herein.

2. The developers shall submit, within 45 days of the Board of County Commissioners approval, or prior to the first preliminary plan/preliminary site plan submittal, whichever occurs first, 20 sets of the revised MPUD Master Planned Unit Development Plan to the Pasco County Growth Management Department, for review and approval, that addresses all applicable conditions set forth and the following specific instructions:

Instructions

a. Revise the traditional neighborhood community's rear-yard setback on the schedule of lot dimensions to 15 feet.

b. Revise the schedule of lot dimensions chart for all communities to conform to the revised standards set forth on Exhibits "A" and "B" hereto; provided however, that the said lot standards are specifically limited to the specific community and product types specified on Exhibits "A" and "B." Furthermore, in the event any part or all of any community within the MPUD Master Planned Unit Development is utilized for a product type other than as specified on Exhibits "A" and "B," then in such event, the lot area setbacks and principal and accessory coverage shall be in accordance with the closest conforming zoning district.

Open Space/Buffering

3. Wetlands (conservation/preservation areas) shall be as defined by the Pasco County Comprehensive Plan, Chapter 3, Conservation Element, Wetlands, Policy 2.7.3, and shown on all preliminary plans/preliminary site plans and construction plans/construction site plans. Jurisdictional boundaries shall be delineated in accordance with the responsible regulatory agency; i.e., the Southwest Florida Water Management District, the Florida Department of Environmental Protection, or the Army Corps of Engineers. These boundaries may be adjusted following appropriate permit approval and shall be shown on each preliminary plan/preliminary site plan and platted as conservation/preservation areas. Removal, encroachment, alteration, or development within wetlands shall be in accordance with the Pasco County Comprehensive Plan, Chapter 3, Conservation Element, Wetlands, Policy Nos. 2.7.3, 2.7.5, and 2.7.6; however, no removal, encroachment, or development shall be permitted with any wetland used to obtain density credit pursuant to the Comprehensive Plan. All permits for encroachments, alterations, or development within Category I wetlands shall be obtained and submitted to Pasco County prior to construction plan/construction site plan approval.

4. All wetlands and adjoining buffer, conservation/preservation areas, and wildlife habitat/corridor areas shall be placed under a perpetual conservation easement in favor of and at no cost to Pasco County. Prior to preliminary plan/preliminary site plan submittal, the developers shall submit one copy of the executed and recorded conservation easement in a form acceptable to the County Attorney's office to the Pasco County Development Review Division (DRD) and one copy of the same to the Pasco County Biologist. All conservation easement areas shall be depicted as an overlay on the preliminary plan/preliminary site plan and construction plan.

5. The developers have submitted an environmental/habitat study which has been reviewed by Pasco County on March 18, 2004, and the following conditions shall apply:

a. Prior to the first preliminary plan/preliminary site plan approval, the applicants shall complete a Southeastern American Kestrel survey during the breeding season (May–August) in all Class I habitats throughout the proposed development.

b. If clearing and grubbing and/or construction have not commenced within the May–August breeding season, a survey shall be conducted prior to ground clearing or construction. The applicants shall submit the final survey report to the Pasco County Growth Management Department and the Florida Fish and Wildlife Conservation Commission (FFWCC) for review, recommendations, and approval as appropriate.

c. Prior to the first preliminary plan/preliminary site plan approval, the applicants shall complete a Sherman's Fox Squirrel breeding season survey in accordance with the FFWCC guidelines in the general area of the Live Oak Hammock in grids "T21-23" and "W21-23." The applicants shall submit the final survey report to the Pasco County Growth Management Department and the FFWCC for review, recommendations, and approval as appropriate.

d. Prior to the first preliminary plan/preliminary site plan approval the applicants shall complete a Gopher Tortoise survey in accordance with the FFWCC guidelines and forward this report to the FFWCC and the Pasco County Growth Management Department for review, recommendations, and approval as appropriate.

e. As part of the development and to be shown on all preliminary plan/preliminary site plans and platted as a tract, the applicants shall provide 15-foot minimum, 25-foot average upland buffers landward of all Pasco County Category I wetlands. Consideration shall be given to the promotion of continuity within the landscape and the prevention of habitat fragmentation through this development and future continuity to off-site natural systems.

f. The applicants shall consider preservation of Category II wetlands with an appropriate buffer to be a minimum of 15 feet, 25-foot average to allow for continued habitation of the Blue Butterwort in the areas designated as wet, prairie-associated marsh systems and the Hooded Pitcher Plant populations in the Category II Grid "H25." The buffers are to be shown on all preliminary plan/preliminary site plans and platted as a tract.

6. The developers have submitted an Archaeological/Historical Survey, which was reviewed and found acceptable by Pasco County on February 20, 2004. Although no archaeological sites eligible for the National Register of Historic Places were found, the following statement shall be placed on all future site plans:

> "If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundations are discovered, work shall come to an immediate stop, and Pasco County and the Florida Division of Historical Resources shall be notified within two working days."

7. The developers shall create a mandatory homeowners'/property owners'/condominium owners'/ merchants' association in the form of a nonprofit corporation registered with the Secretary of State, State of Florida, (Association) or, if approved by the Board, a Community Development District (CDD), that encompasses the entire boundaries of the MPUD Master Planned Unit Development except for any real property to be conveyed to the County or the District School Board of Pasco County. The developers shall convey in fee simple to the Association or the CDD, for ownership and maintenance, all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the Association as well, but only to the CDD if such special power pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All conveyances required by this condition shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, Association or CDD documents, including Articles of Incorporation with proof of being filed with the Secretary of State, State of Florida, restrictive covenants, and all exhibits, shall be submitted to the Pasco County Engineering Services Director for review and approval along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the Association or the CDD. The impact fee credits for improvements or dedications shall go to the Association or the CDD which funded such improvements as applicable.

8. The developers shall provide a 50-foot setback for S.R. 56 and Chancey Road for residential structures.

9. Prior to any clearing or grubbing associated with the preliminary/preliminary site plan approval of any unit or phase, the developers shall submit a copy of any required Incidental Take Permit issued by the FFWCC to the DRD.

Ordinances

10. In addition to the MPUD Master Planned Unit Development conditions of approval, the developers shall comply with all Pasco County ordinances, including all impact fee ordinances.

11. In the event ordinances/resolutions are subsequently adopted by the Board including, but not limited to, solid waste, public safety, or wildlife ordinances/resolutions, the owners/developers shall be required to comply with such ordinances/resolutions.

Transportation/Circulation

Access Management

12. The developers shall provide a secondary functional access and emergency access to each increment in accordance with the Land Development Code, as amended. The emergency access may be barricaded in a manner found acceptable by the DRD and the Pasco County Emergency Services Department.

13. Prior to final site/construction plan approval of any project abutting a State roadway, the owners/ developers shall furnish to the DRD a Letter of Intent indicating approval and/or an approved Driveway Permit from the Florida Department of Transportation (FDOT). Prior to the issuance of the first

Certificate of Occupancy, the owners/developers shall provide a letter from the FDOT stating that the improvements within the State right-of-way have been inspected and completed to their satisfaction.

14. At each preliminary plan/preliminary site plan approval, the Development Review Committee (DRC) may require further site specific intersection improvements along all internal road intersections, S.R. 581 (Bruce B. Downs Boulevard), Chancey Road, and S.R. 56. Intersection improvements shall be determined in accordance with the Pasco County Land Development Code as amended, and access-management guidelines.

15. Access to any commercial/office out-parcels shall be provided from internal drives or parking areas unless otherwise directed by the DRC at the time of the preliminary plan approval.

Dedication of Right-of-Way

16. In the case of private streets, or if the County does not accept the streets for maintenance, dedication and maintenance shall be to an appropriate entity (other than Pasco County).

17. Vehicular-access rights along the rear of all double-frontage lots that abut roads within or adjoining the project shall be dedicated to Pasco County concurrent with final record platting for each phase of any increment or where platting is not required prior to construction plan/construction site plan approval.

18. The developers shall convey, at no cost to Pasco County, 140 feet of right-of-way for Chancey Parkway (Road) from S.R. 581 east to the eastern boundary of Village 3. The developers shall provide appropriate and sufficient land for drainage facilities at no cost to Pasco County within the right-of-way on the developers' property or at another site acceptable to the County, to mitigate flood-plain volume, wetland impacts, environmental impacts, stormwater runoff quality treatment, attenuation, and discharge associated with the initial and future improvements of Chancey Parkway (Road) (four-lane maximum) to the eastern boundary of Village 3. The developers agree to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division prior to approval of the first preliminary plan/preliminary site plan for Village 1 or 3, whichever occurs first.

Design/Construction Specifications

19. Public roadways shall be utilized unless otherwise approved by the DRC prior to the first preliminary plan/preliminary site plan approval.

20. Alternative roadway design standards may be considered and approved by the DRC at the time of each preliminary plan approval.

21. The developers have received a variance to allow parallel parking along Types 1, 2, 3, and 4 roadways. The roadway design standards shall comply with Section 610 of the Land Development Code with an additional nine-foot parallel-parking lane adjacent to the minimum travel-lane widths required for each type of roadway.

22. The developers shall comply with the Access Management Plan for S.R. 581 as approved by the FDOT, subject to prior agreement between the FDOT and Wiregrass Ranch, Inc.

23. The intersections of Chancey Road and the main entrance road for Villages 1 and 3, S.R. 581 and Chancey Road, the proposed north-south collector road (Porter Boulevard) and S.R. 56 and S.R. 56 and the main entrance road to Village 2 shall be constructed as required by the FDOT and the Pasco County Engineering Services Department. The developers shall pay the proportionate-share cost of signalization of these intersections if such signalization is deemed to be necessary by the DRC and meets required FDOT and Pasco County Engineering Services Department traffic warrants.

24. Prior to approval of the first record plat for Villages 1 and 3, the developers shall construct the first two lanes of the road off set for Chancey Road, including bicycle and pedestrian facilities from S.R. 581 eastward through the primary entrance shared by Villages 1 and 3, as depicted on the MPUD Master Planned Unit Development Plan. The County shall have the right to require specific dates for completion of construction for any portion of the road(s) required to provide safe access to the increment which is the subject of the submittal at the time of each preliminary plan/preliminary site plan approval. The final location of the right-of-way shall be reviewed and approved by the Pasco County Engineering Services Department. The developers shall not be entitled to any transportation or right-of-way impact fee credits.

25. No excavation within the area of future lanes of multilane facilities will be allowed with the exception of excavation for drainage structures, permitted removal of wetlands, excavation to match existing grade, or as directed by the Pasco County Engineering Services Director.

26. Prior to or concurrent with the first preliminary plan/preliminary site plan submittal, the developers shall submit a roadway alignment and construction phasing plan to the Pasco County Growth Management Administrator for review. Approval of this plan must be obtained by the Pasco County Growth Management Administrator prior to approval of the first preliminary plan/preliminary site plan. The plan shall include, at a minimum, right-of-way widths, roadway cross sections, intersection geometry, phasing, design speed, internal access points, and alignment for the following roads and intersections: Chancey Road and the main entrance road for Villages 1 and 3, S.R. 581 and Chancey Road, the

proposed north-south collector road (Porter Boulevard) and S.R. 56, and S.R. 56 and the main entrance road to Village 2. The County shall reserve the right to require specific dates or deadlines for completion of construction for any portion of these roads and intersections.

27. Prior to approval of the first preliminary plan/preliminary site plan for Village 1, which provides access via the proposed north-south road (Porter Boulevard), the developers shall submit to the Growth Management Administrator for review, and obtain approval for, a roadway alignment and construction phasing plan for the proposed north-south roadway from S.R. 56 north to S.R. 54 and S.R. 56 south to Mansfield Boulevard, and the intersection of Chancey Road and the proposed north-south road (Porter Boulevard). The plan is to include, at a minimum, right-of-way widths and all internal access points that will connect to, or are proposed to connect to, the proposed north-south roadway. The County may impose additional right-of-way and construction requirements for the proposed north-south roadway at the time of review of such plan.

28. The developers have submitted a traffic study which was reviewed by the staff of the Metropolitan Planning Organization which has determined that no off-site transportation improvements are required for the MPUD Master Planned Unit Development. However, prior to approval of the first record plat, or where platting is not required prior to approval of the first construction plan/construction site plan, the developers shall construct the following site-related improvements as applicable to each village:

a. Chancey Road and S.R. 581

(1) Construct Chancey Road as a two-lane collector road, in accordance with County standards, from S.R. 581 eastward to the primary entrance shared by Villages 1 and 3.

(2) An exclusive westbound, left-through, and right-turn lane on Chancey Road with a storage length a minimum of 245 feet and sufficient deceleration distance per FDOT Index No. 301.

(3) Exclusive southbound and northbound, deceleration lanes with storage lengths a minimum of 100 and 25 feet, respectively, and deceleration distance per FDOT Index No. 301, at the said intersection.

b. S.R. 56 and S.R. 581

(1) Construct S.R. 56 as a two-lane arterial road per FDOT standards from S.R. 581 to the entrance of Village 2 or as determined per any prior agreements with Pasco County or if there are additional accesses from Village 2 into S.R. 56.

(2) Exclusive westbound, through-, left- and right-turn lanes on S.R. 56 with a minimum storage distance of 420 feet with appropriate deceleration lengths per FDOT Index No. 301.

(3) An additional exclusive, eastbound, through lane on S.R. 56 in accordance with the FDOT standards at the said intersection.

(4) Exclusive southbound and northbound, deceleration lanes with a minimum of 270 and 25 feet storage, respectively, and appropriate deceleration distance per FDOT Index No. 301,

c. S.R. 56 and Villages 1 and 2 Entrances

(1) An eastbound/westbound, left-turn lane and an eastbound/westbound, right-turn lane on S.R. 56 with a storage length of at least 100 feet and deceleration distance per FDOT Index No. 301.

29. Prior to approval of any record plat or preliminary site plan/construction site plan approval occurring after December 31, 2007, the developers shall submit an updated traffic study utilizing a methodology approved by Pasco County. The DRC may impose additional conditions based upon the revised traffic study as approved by Pasco County.

30. The traffic study submitted by the applicants assumes the following land uses:

a. Village 3 Single Family: 333; Condominium/Townhouse: 333

b. Village 1 Single Family: 600; Condominium/Townhouse: 67

c. Village 2 Elderly Housing Attached: 333; Elderly Housing Detached: 233; Retirement Community: 100

Any development of land uses that generate greater traffic impacts than those assumed shall require an updated traffic study utilizing a methodology approved by Pasco County. The DRC may impose additional conditions based upon the revised traffic study as approved by Pasco County.

31. Prior to submittal of the last record plat, or where platting is not required, prior to construction plan/construction site plan approval, or anytime at the County's request, the developers shall pay for and perform a signal-warrant study for the S.R. 581 and Chancey Road intersection. If warranted, the developers shall pay for the proportionate-share cost of signalization. Prior to approval of the last record plat, or where platting is not required, prior to construction plan/construction site plan approval, the developers shall provide a letter of Credit acceptable to Pasco County for 125 percent of the proportionate-share cost of the signalization.

32. Transit amenities, such as bus pads, shelters, park and ride lots, and passenger security features are needed to ensure service can be planned and provided in an effective, efficient manner. These amenities need to be planned and scheduled; therefore, the developers are required to coordinate with the Pasco County Public Transportation Division (PCPT) the potential inclusion of transit amenities prior to initiation of each phase of development. A letter of compliance from the PCPT attesting to the satisfactory coordination with the developers shall be required and submitted to the Pasco County Growth Management Department.

Special Considerations

33. This rezoning shall be aggregated into a Development of Regional Impact (DRI) and any traffic studies required at that time shall include the property subject to this rezoning. Because this MPUD Master Planned Unit Development utilizes substantially less density than available for the MPUD Master Planned Unit Development acreage under the current land use classifications, the MPUD Master Planned Unit Development may be amended to increase density, subject to the Comprehensive Plan limitations, incident to such future DRI approval.

34. The DRC may approve a pedestrian/bike path plan prior to approval of the first preliminary/preliminary site plan, which provides an alternative method of pedestrian/bike path circulation from the Pasco County Land Development Code as amended. Such pedestrian/bike path plans shall comply with the handicapped provisions of Chapter 336.045, Florida Statutes. In the absence of an approved pedestrian/bike path plan, the following standards will apply: 1) sidewalks shall be constructed in accordance with the Pasco County Land Development Code as amended; 2) bicycle lanes shall be provided along all internal roadways above local status; and 3) bicycle facilities shall be in conformance with the FDOT *Bicycle Planning and Design Manual*.

35. Prior to the first preliminary plan/preliminary site plan submittal, the developers shall submit for review, and obtain approval for, a conceptual design plan for one wildlife undercrossing for S.R. 56 Extension to be installed by the developers at a location that will provide the most benefit to wildlife as determined by the County's wildlife biologists and/or the County's wildlife consultant.

Utilities: Drainage, Water Service, Wastewater Disposal

36. The developers shall submit a Stormwater Management Plan and Report for each development phase or increment in accordance with the Pasco County Land Development Code as amended. The said plans shall be approved concurrent with the construction plan approval for the development phase/increment in question. No design for an individual increment/phase or portion of an increment/phase shall be dependent upon the ultimate construction of future increments/phases, unless an interim design for drainage is approved by the DRD.

37. Finished floor elevations for all habitable structures shall be at or above the 100-year flood plain elevation. All preliminary/preliminary site plan submittals shall provide 100-year flood elevation data.

38. A Master Utility Plan for the entire development shall be submitted to the Pasco County Utilities Services Branch for review and approval prior to submittal of the first construction plan/construction site plan. This utility plan shall minimally show the following

    a. Trunk sewer lines and lift stations.

    b. Main potable water lines and nonpotable water lines, if applicable.

    c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a nonpotable water system for irrigation.

    d. Method of lighting all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.

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

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

40. Attached hereto and incorporated herein as Exhibit "O" is a letter dated January 21, 2004, from Tampa Bay Water outlining stormwater drainage and discharge conditions which are hereby incorporated into these conditions of approval as if set forth herein.

Land Use

41. The residential design standards are as identified in the supporting land use classification standards attached as Exhibits "A" and "B." In addition, the following shall apply:

a. Provided the specific communities and product types are developed, the standards set forth in Exhibits "A" and "B" shall apply. Otherwise, the requirements of the closest conforming zoning district shall apply.

b. The total aggregate number of dwelling units for Pulte S.R. 56 shall not exceed 1,999.

c. The maximum density or square footage set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable Pasco County ordinances, including without limitation Section 402, Pasco County Land Development Code, relating to concurrency management.

d. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.

42. The developers shall submit and obtain Board approval of an MPUD Master Planned Unit Development amendment request to intensify development or reduce open space or preservation/conservation areas within an increment prior to any preliminary plan/preliminary site plan approval within such increment.

43. If the density/intensity increases by more than 20 percent within any specific increment shown on the Master Development Plan or a change in the overall design and/or content occurs, a substantial amendment shall be presumed.

44. Residential use may not be intensified within any one increment following approval of the plat or final site plan for the first unit in that increment without review and approval by the Board.

45. Any overall increase to density/intensity or decrease in open space shall be calculated cumulatively from the last substantial amendment.

46. The developers may designate, on the Master Development Plan, a site or sites which do not exceed a total of six acres to be used for recreational vehicle storage for the exclusive use of Pulte S.R. 56 residents. Such a site(s) shall have appropriate landscape buffering and must be approved by the Pasco County Zoning/Code Compliance Administrator, and shall be shown on the approved Master Development Plan. The site(s) must obtain commercial site plan approval prior to development and be owned by the mandatory homeowners'/property owners'/condominium owners'/merchants' association or the CDD.

Procedures

47. Unless otherwise approved by the Pasco County Emergency Services Director, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developers shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Pasco County Emergency Services Director has received such a petition.

48. If a complete preliminary plan or preliminary site plan for the first phase of the MPUD Master Planned Unit Development is not submitted and approved within three years after the rezoning approval, the conditions of approval and any density approved shall expire. If the MPUD Master Planned Unit Development expires, a new MPUD Master Planned Unit Development must be applied for and approved by the Board, and the conditions of approval shall be in accordance with the Comprehensive Plan and Land Development Code in effect at that time.

49. Development shall be in accordance with the approved Master Development Plan. All plans shall be governed by the Land Development Code in effect at the time of submittal except as otherwise provided herein.

50. A preliminary plan must be approved for an entire increment/phase prior to any phased construction drawing approval. The maximum number of units and the density of each residential increment shall not exceed the limits shown on the Master Development Plan. A preliminary site plan must also be approved for each multifamily (nonfee simple), recreational vehicle, or commercial increment in its entirety prior to any phased site plan approval. Submittals shall also include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received preliminary/preliminary site plan approval, construction plan approval, and/or record plat approval.

51. Any decisions or matters which, under the conditions of the MPUD Master Planned Unit Development, require approval or allow modification by the DRC, or require approval by the Pasco County Zoning/Code Compliance Administrator may be appealed in accordance with the Land Development Code as amended.

52. Rezoning of this property with conditions of approval does not constitute a development order, nor does it relieve any developers of responsibilities under the State of Florida Growth Management Legislation as implemented by the Florida Department of Community Affairs and Pasco County.

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

DEVELOPER'S ACKNOWLEDGMENT:

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

_____ _____
Date WIREGRASS RANCH, INC.

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

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

My commission expires:

_____ _____
Notary Public, State of _____ at Large

DEVELOPER'S ACKNOWLEDGMENT:

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

_____ _____
Date DOUBLE A RANCH, LLC

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

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

My commission expires:

_____ _____
Notary Public, State of _____ at Large

REZONING PETITION NO. 6177
EXHIBIT A

PULTE S.R. 56 MPUD
SPECIAL LOT STANDARDS

1. Village 1: Traditional Neighborhood Community Products

   The lot size, dimensions, setbacks, height restrictions, street and alley-way dimensions, lot coverage, and other standards for the proposed traditional neighborhood development community shall be consistent with the Traditional Neighborhood Development Guidelines, March 2004, formulated by the Traditional Neighborhood Development Task Force Committee, if approved by the Board of County Commissioners in connection with review of the preliminary site plan. The preliminary site plan must be approved by the Board of County Commissioners if the developers intend to use the said guidelines or an amended or modified version of the said guidelines. In that case, the Development Review Committee could make a recommendation to the Board of County Commissioners. In the event Pasco County has adopted a traditional neighborhood development ordinance prior to preliminary plan approval for this MPUD Master Planned Unit Development, then the requirements of the such traditional neighborhood development ordinance shall supersede the above-referenced standards.

2. Village 2: Active Adult Community (Del Webb)

   a. Single-Family Detached

      (1) Minimum Lot Width of 50 Feet

      (2) Minimum Lot Depth of 100 Feet

      (3) Minimum Front-Yard Setback of 15 Feet with Side-Load Garages, Otherwise 20 Feet

      (4) Minimum Side-Yard Setback of 7.5 Feet

      (5) Minimum Rear-Yard Setback of 15 Feet

      (6) Maximum Lot Coverage of 50 Percent

      (7) Maximum Building Height of 35 Feet

   b. Single-Family Attached

      (1) Minimum Lot Width of 24 Feet

      (2) Minimum Lot Depth of 100 Feet

      (3) Minimum Front-Yard Setback of 15 Feet with Side-Load Garages, Otherwise 20 Feet

      (4) Minimum Side-Yard Setback of 7.5 Feet

      (5) Minimum Rear-Yard Setback of 15 Feet

      (6) Maximum Lot Coverage of 80 Percent

   c. Multifamily

      (1) Minimum Lot Depth of 100 Feet

      (2) Minimum Front-Yard Setback of 20 Feet

      (3) Minimum Side-Yard Setback of 7.5 Feet

      (4) Minimum Rear-Yard Setback of 10 Feet

      (5) Maximum Lot Coverage of 80 Percent

3. Village 3: Village Walk Community (DiVosta)

a. Single-Family Detached

(1) Minimum Lot Width of 50 Feet**

(2) Minimum Lot Depth of 100 Feet

(3) Minimum Front-Yard Setback of 20 Feet (with Front-Load Garage)

(4) Minimum Front-Yard Setback of 15 Feet (with Side-Load Garage)

(5) Minimum Side-Yard Setback of 6'11" and 3'1" (10 Feet Between Structures)**

(6) Minimum Rear-Yard Setback of 10 Feet (Patio Style), Otherwise 15 Feet

(7) Minimum Corner Setback of 10 Feet

(8) Maximum Lot Coverage of 50 Percent—Inclusive of Principal and Accessory Structures

(9) Maximum Building Height of 35 Feet

**Lots 70 feet in width or larger will have a minimum 7.5-foot side setback.

b. Single-Family Attached

(1) Minimum Lot Width of 26 Feet

(2) Minimum Lot Depth of 100 Feet

(3) Minimum Front-Yard Setback of 15 Feet

(4) Minimum Front-Yard Setback to Porch of 7.5 Feet

(5) Minimum Side-Yard Setback of 0 Feet to 7.5 Feet (15 Feet Between Buildings)—Attached Villas

(6) Minimum Side-Yard Setback of 0 Feet to 5 Feet*** (10 Feet Between Buildings)—Attached Townhouses

(7) Minimum Rear-Yard Setback of 10 Feet

(8) Maximum Lot Coverage of 100 Percent

***Where less than 7.5-foot side setbacks are authorized above, all conditions set forth in Exhibit B hereto shall be met in accordance with the requirements of the County Engineering Services Director; otherwise, the minimum side setback shall be 7.5 feet.

REZONING PETITION NO. 6177
EXHIBIT B

PULTE S.R. 56 MPUD
DRAINAGE CONDITIONS

1. Side-yard setbacks may be reduced to 5 feet based upon the following conditions being meet prior to construction plan approval for each phase or unit. Should the conditions not be met, the minimum side setback shall be 7.5 feet.

   a. The lot drainage standards for lots with less than a 7.5-foot side setback which back up to other homes are as follows:

      (1) Prior to any construction on the lot, proper erosion and sedimentation controls shall be installed.

      (2) The engineer of record shall provide to Pasco County, signed and sealed design calculations for each typical lot demonstrating compliance with Pasco County's drainage criteria. The typical site-grading plan shall identify elevations, grades, ground cover, allowable tolerances, and a quality-control plan addressing construction and postconstruction phases.

      (3) Lots shall be "Type B," graded with high points at the midpoint of the side lot-line and slope toward both the front and rear yards.

      (4) Side-yard swales shall be sloped to create positive outfall to the front and rear of each lot with velocities no greater than allowable for grassed stabilization, as in the Florida Department of Transportation (FDOT) *Drainage Manual*.

      (5) A traffic-bearing grate installed upon an FDOT inlet shall be placed within each rear lot-line easement. Culverts connecting rear-yard inlets to acceptable outfalls shall be installed and shall be reinforced concrete pipe with premium sealed joints, designed to sustain an H-20 loading.

      (6) A minimum 15 foot wide drainage and access easement shall be provided along all rear lot-lines. Drainage and access easements shall extend to the road right-of-way at block ends. Side-yard, cross-access easements shall be provided connecting the rear-yard easement to the front right-of-way.

      (7) A maintenance entity, other than and acceptable to Pasco County, shall be designated to provide perpetual maintenance to all drainage and access easements.

      (8) The approved, maintenance entity shall provide annual inspections of side- and rear-yard easements and drainage facilities to verify that no modifications have been made to the grading and ground cover and to inspect any inlets and pipes to verify that no hydraulic restrictions exist. Any modification or hydraulic restriction observed at any time shall be corrected. Additional inspections shall be performed if requested by an adjoining resident or the County. The maintenance entity shall have the right to file a lien to charge property owners for corrections or modifications and collect sufficient funds to perform required maintenance.

      (9) No obstruction/service equipment shall be permitted in the side yard between houses. This includes, but is not limited to air conditioning systems, water softeners, pumps, fences, etc.

      (10) Walkways shall be allowed if they do not create any obstruction and are flush with the grade.

      (11) Gutters and roof structures shall be installed so as to reduce direct discharge to the side-yard swales.

   b. The lot drainage standards for lots with less than a 7.5-foot side setback which do not back up to other homes are as follows:

      (1) Prior to any construction on the lot, proper erosion and sedimentation controls shall be installed.

      (2) Only lots that back up to drainage-retention areas and wetland areas shall be allowed to have side-yard setbacks of five feet minimum.

      (3) The engineer of record shall provide to Pasco County, signed and sealed design calculations for each typical lot demonstrating compliance with Pasco County's drainage criteria. The typical site-grading plan shall identify elevations, grades,

ground cover, allowable tolerances, and a quality-control plan addressing construction and postconstruction phases.

(4) Lots shall be "Type B," graded with high points at the midpoint of the side lot-line and slope toward both the front- and rear-yards.

(5) Side-yard swales shall be sloped to create positive outfall to the front and rear of each lot with velocities no greater than allowable for grassed stabilization, as in the FDOT *Drainage Manual.*

(6) A minimum 15-foot wide drainage and access easement shall be provided along all rear lot-lines. Drainage and access easements shall extend to the road right-of-way at block ends. Side-yard, cross-access easements shall be provided connecting the rear-yard easement to the front right-of-way.

(7) A maintenance entity, other than and acceptable to Pasco County, shall be designated to provide perpetual maintenance to all drainage and access easements.

(8) The approved, maintenance entity shall provide annual inspections of side- and rear-yard easements and drainage facilities to verify that no modifications have been made to the grading and ground cover and to inspect any inlets and pipes to verify that no hydraulic restrictions exist. Any modification or hydraulic restriction observed at any time shall be corrected. Additional inspections shall be performed if requested by an adjoining resident or the County. The maintenance entity shall have the right to file a lien to charge property owners for corrections or modifications and collect sufficient funds to perform the required maintenance.

(9) No obstruction/service equipment shall be permitted in the side yard between houses. This includes, but is not limited to air conditioning systems, water softeners, pumps, fences, etc.

(10) Walkways shall be allowed if they do not create any obstruction and are flush with the grade.

(11) Gutters and roof structures shall be installed so as to reduce direct discharge to the side-yard swales.

Board of Directors Robert Stewart, Frank Parker, Nick Baker, Kathy Castor, Ann Hildebrand, Pam Iorio, [illegible] Latvala, Jan Platt, Ted Schrader
General Manager Jerry L. Maxwell
General Counsel Donald D. Conn
2535 Landmark Drive, Suite 211, Clearwater, FL 33761-3930
Phone: 727.796.2355 / Fax: 727.791.2388 / SunCom: 513.7010
www.tampabaywater.org

TAMPA BAY WATER
Supplying Water To The Region

EXHIBIT "C"
(contains 3 pages)

January 21, 2004

VIA FAX & U.S. MAIL

Ms. Corelynn Burns
Pasco County Growth Management Department
West Pasco Government Center
7530 Little Road, Suite 320
New Port Richey, FL 34654

Re: GM03-402

Dear Ms. Burns:

Tampa Bay Water staff has reviewed the Master Planned Unit Development (MPUD) application #GM03-402 which is located within the Tampa Bay Water Area of Interest. The site is located in the area of the Cypress Bridge Wellfield, and also comprises significant acreage in the headwaters of Trout Creek and Clay Gully, both of which are tributaries to the Hillsborough River and flow into or adjacent to Morris Bridge Wellfield. The Cypress Bridge Wellfield produced on average 8.64 million gallons of water a day in Water Year 2002, and the Morris Bridge Wellfield produced on average 11 million gallons of water a day in Water Year 2002 for potable supply to our Member Governments, including Pasco County.

The Hillsborough River is also a major potable water supply source for Tampa Bay Water and for the City of Tampa. Most of the wetlands on the site appear to be interconnected as flow-through systems. Many wetlands appear to be connected by man-made ditches or swales. It is important that the predevelopment hydrologic/hydraulic properties of all of the onsite wetlands remain unaltered in order to maintain the quantity and timing of runoff discharges to offsite wetlands and creeks that feed the Hillsborough River.

Due to the location of the proposed Master Planned Unit Development, Tampa Bay Water staff recommend that the following be required of the applicant as conditions of MPUD approval:

1. The applicant should be required to meet the requirements of the Pasco County and Florida Department of Environmental Protection Wellhead Protection Ordinances.

2. Construction and development activities should be required to not breach the clay-confining unit, and in no event should contact with the limestone aquifer be allowed. Tampa Bay Water staff recommend that the steps that the developer will take to prevent such an occurrence prior to development activities, and the remedial actions they will pursue in the event contact with the limestone aquifer does occur during development, should be required to be outlined by the developer as a part of the site plan permitting process.

3. Due to the location of the site, the applicant should be aware that the lining of artificial water features with clay may be warranted should the developer of the property wish for these features to hold water in the long-term and function as lake features within the development.

4. The applicant should be required to design the stormwater management system for the property such that predevelopment quantities of runoff from the site are maintained in order to prevent a decrease in water available for potable supply from the Hillsborough River.

5. The stormwater management system for the development should be required to be designed so as to maintain predevelopment drainage basins, as well as the timing and quantities of predevelopment runoff to onsite wetlands. Retention and detention ponds should be required to be designed to discharge to onsite wetlands through predevelopment flow patterns once the required treatment volumes are met in order that surface waters are stored in wetlands as opposed to artificial water bodies.

6. It should be required that no outlet or conveyance from any wetland, whether natural or artificial, should be lowered in elevation as this will result in lower water levels and reduced hydroperiods. No changes to wetland outlets or conveyances should occur unless it is to restore artificially connected wetlands to a more natural state. These measures should help maintain the health of existing wetlands, and help maintain normal flow quantities to the streams and creek systems that flow into the Hillsborough River.

7. The developer should be required to implement Best Management Practices in design of the layout and landscaping of the site, and the design of the stormwater management system in order to minimize

stormwater pollutants from entering tributaries of the Hillsborough River.

Tampa Bay Water staff appreciates the opportunity to review and comment on land development related activities proposed within the Tampa Bay Water Area of Interest. Please contact me at (727) 796-2355 if you have any questions, or if you need any further information.

Sincerely,

Paula Dye

Paula Dye, AICP
Chief Environmental Planner

ZONING PETITION REVIEW REPORT

TO: Pasco County Planning Commission

PETITION #6080

Commission District #2

FROM: Debra M. Zampetti
Zoning/Code Compliance Administrator

Planning Commission
Hearing Date: 10/8/03

SUBJECT: Rezoning Request
South Central Pasco County

Board of County Commissioners
Hearing Date: 10/21/03, DC

APPLICANT: WIREGRASS RANCH, INC., ET AL.

TAZ #241

PETITION SUMMARY:

Petition No. 6080 in the name of Wiregrass Ranch, Inc., et al. has been filed for a change in zoning from A-R Agricultural-Residential and C-2 General Commercial Districts to a C-2 General Commercial District. The property is located on the east side of Bruce B. Downs Boulevard (S.R. 581), approximately 530 feet south of S.R. 54 and on the south side of S.R. 54, approximately 1,320 feet east of Bruce B. Downs Boulevard (S.R. 581) (Parcel ID Nos. 07-26-20-0000-00200-0000, 0150, 0010, and 0050 [portions of], and 07-26-20-0000-00200-0014), and contains 82.6 acres, m.o.l.

The surrounding zoning districts and land uses are as follows:

	Zoning District	Land Use
North:	C-2 General Commercial	S.R. 54, Applebee's; Commercial Strip Center; Undeveloped; Auto Supplies
East:	A-R Agricultural-Residential	Undeveloped; Single-Family Dwellings; Groves
South:	A-R Agricultural-Residential	Undeveloped
West:	A-R Agricultural-Residential; C-2 General Commercial	Bruce B. Downs Boulevard; Restaurants; Undeveloped; Commercial Strip Center

FINDINGS OF FACT:

1. Presently, the subject site contains single-family dwellings and pastureland, and the applicant proposes to develop the property commercially.

2. Access to the property is from S.R. 54, which has 120 feet of right-of-way, and/or Bruce B. Downs Boulevard (S.R. 581), which has 200 feet of right-of-way.

3. The subject property is located in Flood Zones "AE" and "X," and development within the area designated Zone "AE" is subject to the requirements of Article 700, Flood Damage Prevention, of the Land Development Code.

4. The surrounding area is characterized by commercial development and undeveloped land.

5. The subject area has been designated MU (Mixed Use) under the Comprehensive Plan.

6. The Pasco County Comprehensive Plan anticipated a higher density for this area in its future planning by designating it as an MU (Mixed Use) land use.

7. The Board of County Commissioners has approved several similar rezoning requests in the immediate vicinity. Some are as follows:

   a. Petition No. 2675, on October 23, 1984 (from A-R Agricultural-Residential to C-2 General Commercial) located directly north of the subject request.

   b. Petition No. 2676, on October 23, 1994 (from A-R Agricultural-Residential to C-2 General Commercial) located directly north of the subject request.

   c. Petition No. 3018, on August 27, 1985 (from A-R Agricultural-Residential to R-2 Low Density Residential, MF-1 Multiple Family Medium Density, and C-2 General Commercial) with conditions located directly north of the subject request.

d. Petition No. 4629 on August 19, 1993 (from A-R Agricultural-Residential to C-2 General Commercial) with conditions located directly north of the subject request.

e. Petition No. 5542, on January 19, 2000 (from A-R Agricultural-Residential and C-2 General Commercial to C-2 General Commercial) with conditions located directly adjacent to the north of the subject request.

f. Petition No. 5997, on March 11, 2003 (from A-R Agricultural-Residential to C-2 General Commercial) with conditions located directly adjacent to the north of the subject request.

8. Staff has noted that the existing C-2 General Commercial District portion of subject parcel is an original zoning.

9. The owners'/applicants' request is compatible with the established pattern of land use and zoning in the area.

10. The proposed request is consistent with Article 300, Subsection 303.2(E)1, Criteria and Standards to be Considered in Review of Applications for Zoning Amendments, of the Pasco County Land Development Code and with the Pasco County Comprehensive Plan, October 2000.

STAFF RECOMMENDATION:

Approval with Conditions

CONDITIONS:

1. The owners/developers shall provide sufficient right-of-way tapering from zero feet to approximately 63 feet, m.o.l., in accordance with the proposed Project Development and Environment Study for S.R. 54 and stormwater retention and flood plain mitigation on the subject site for the six laning of S.R. 54 prior to preliminary site plan approval.

2. The owners/applicants agree to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the approved Florida Department of Transportation Project Development and Environment Study for Bruce B. Downs Boulevard (S.R. 581) at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.

3. The owners/applicants agree to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee.

4. Commercial development cannot exceed 227,500 square feet without a zoning amendment.

5. The 227,500-square-foot C-2 General Commercial development limitation shall be recorded as a deed restriction to place potential buyers on notice.

6. If the subject parcel is to be subdivided from the parent tract, the owners/developers shall submit a Unified Plan of Development or go through subdivision review pursuant to Section 306 of the Land Development Code prior to its division from the parent tract.

7. The owners/developers shall comply with the Access Management Plan for S.R. 581 as approved by the Florida Department of Transportation.

8. The owners/developers shall provide internal access to the adjacent two-acre parcel to the north which was rezoned (Petition No. 5997) to C-2 General Commercial by the Board of County Commissioners on March 11, 2003, and was proposed to be developed as Johnny Carino's restaurant.

9. A Pasco County approved traffic study shall be submitted prior to submission of a preliminary site plan.

10. Site specific improvements and off-site transportation improvements shall be pursuant to the Pasco County approved traffic study and approved at the time of preliminary site plan approval.

11. The owners/developers shall pay for traffic signalization at Porter Boulevard and S.R. 54 if warranted.

12. The owners/applicants acknowledge that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.

13. This property may be subject to review under the Pasco County Code which shall include Building and Building Regulations, Fire Prevention and Protection, and Health and Welfare at the time of site plan review.

14. The owners/applicants shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code prior to commercial use of the property.

15. At the time of site plan review, the owners/applicants shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy No. 2.8.2, as follows:

    2.8.2 Require the evaluation and proper management of endangered, threatened, and species of special concern by requiring that proposed development sites be examined for the presence of State and Federally protected plant and animal species. Criteria and thresholds for reviews to examine sites in this manner shall be specified in the County's land development regulations. At a minimum, the criteria will consider:

    (a) The Area of Potentially Significant Habitat as shown on Map 3-1 that has been identified by the Florida Fish and Wildlife Conservation Commission as a "hot spot of biological resources and rare species occurrence" or other available data sources.

    (b) The size and distribution of listed species populations within a proposed development site.

    (c) The feasibility and viability of on-site protection and management and whether the proposed development site includes a wildlife corridor.

    (d) The feasibility of maintaining a wildlife corridor.

    (e) The appropriateness of mitigation to an acceptable off-site location in the event that on-site mitigation is shown to be ineffective.

    When listed species are found, the proposal shall be forwarded to the Florida Fish and Wildlife Conservation Commission for recommendations to minimize the impact of development on those species found on the site. These recommendations shall be considered during the development approval process. Failure to receive recommendations from the Florida Fish and Wildlife Conservation Commission within the development review process time frames shall not preclude a project from being scheduled, considered, or approved.

16. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.

17. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Zoning/Code Compliance Division.

PLANNING COMMISSION ACTION:

Approval of Staff Recommendation: 10 Ayes; _____ Nayes

BOARD OF COUNTY COMMISSIONERS ACTION:

Note: At the Board of County Commissioners meeting on October 21, 2003, staff amended Condition Nos. 9 and 10 as outlined below.

Approval of Staff Recommendation with Amended Conditions

AMENDED CONDITIONS:

1. The owners/developers shall provide sufficient right-of-way tapering from zero feet to approximately 63 feet, m.o.l., in accordance with the proposed Project Development and Environment Study for S.R. 54 and stormwater retention and flood plain mitigation on the subject site for the six laning of S.R. 54 prior to preliminary site plan approval.

2. The owners/applicants agree to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the approved Florida Department of Transportation Project Development and Environment Study for Bruce B. Downs Boulevard (S.R. 581) at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.

3. The owners/applicants agree to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division at the

time of preliminary site plan approval unless otherwise determined by the Development Review Committee.

4. Commercial development cannot exceed 227,500 square feet without a zoning amendment.

5. The 227,500-square-foot C-2 General Commercial development limitation shall be recorded as a deed restriction to place potential buyers on notice.

6. If the subject parcel is to be subdivided from the parent tract, the owners/developers shall submit a Unified Plan of Development or go through subdivision review pursuant to Section 306 of the Land Development Code prior to its division from the parent tract.

7. The owners/developers shall comply with the Access Management Plan for S.R. 581 as approved by the Florida Department of Transportation.

8. The owners/developers shall provide internal access to the adjacent two-acre parcel to the north which was rezoned (Petition No. 5997) to C-2 General Commercial by the Board of County Commissioners on March 11, 2003, and was proposed to be developed as Johnny Carino's restaurant.

9. The owner/developer has submitted a traffic study. Based on the build-out dates and the land uses assumed in the traffic study dated October 2003, Pasco County accepts the conclusion in the study that the subject rezoning does not require any off-site improvements that are not already provided for in previously committed road improvement projects provided, however, that prior to or concurrent with the preliminary site plan approval, the County may require additional data and/or analysis related to the site-related driveway connections pursuant to the County's access management guidelines, and the Development Review Committee at the time of preliminary site plan approval may require additional site-related driveway access geometry and improvements and/or additional site access locations, subject to any applicable Florida Department of Transportation criteria.

10. This rezoning shall be aggregated into a Development of Regional Impact and any traffic studies required at that time shall include the property subject to this rezoning.

11. The owners/developers shall pay for traffic signalization at Porter Boulevard and S.R. 54 if warranted.

12. The owners/applicants acknowledge that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.

13. This property may be subject to review under the Pasco County Code which shall include Building and Building Regulations, Fire Prevention and Protection, and Health and Welfare at the time of site plan review.

14. The owners/applicants shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code prior to commercial use of the property.

15. At the time of site plan review, the owners/applicants shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy No. 2.8.2, as follows:

    2.8.2 Require the evaluation and proper management of endangered, threatened, and species of special concern by requiring that proposed development sites be examined for the presence of State and Federally protected plant and animal species. Criteria and thresholds for reviews to examine sites in this manner shall be specified in the County's land development regulations. At a minimum, the criteria will consider:

    (a) The Area of Potentially Significant Habitat as shown on Map 3-1 that has been identified by the Florida Fish and Wildlife Conservation Commission as a "hot spot of biological resources and rare species occurrence" or other available data sources.

    (b) The size and distribution of listed species populations within a proposed development site.

    (c) The feasibility and viability of on-site protection and management and whether the proposed development site includes a wildlife corridor.

    (d) The feasibility of maintaining a wildlife corridor.

    (e) The appropriateness of mitigation to an acceptable off-site location in the event that on-site mitigation is shown to be ineffective.

    When listed species are found, the proposal shall be forwarded to the Florida Fish and Wildlife Conservation Commission for recommendations to minimize the impact of development on those species found on the site. These recommendations shall be

considered during the development approval process. Failure to receive recommendations from the Florida Fish and Wildlife Conservation Commission within the development review process time frames shall not preclude a project from being scheduled, considered, or approved.

16. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.

17. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Zoning/Code Compliance Division.

OWNERS'/APPLICANTS' ACKNOWLEDGMENT:

The owners/applicants acknowledge that they have read, understood, and accepted the above-listed conditions of approval.

Wiregrass Ranch, Inc.

November 19, 2003
(Date)

By: William H. Foster
William H. Foster, Pres.

I hereby certify on this 19th day of November, 2003, A.D., before me personally appeared the owners/applicants, to me known to be the persons described in and who executed the foregoing document and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

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

My commission expires:
8/18/06

Elizabeth R. Gore
Notary Public, State of Florida at Large

Elizabeth R. Gore
MY COMMISSION # DD143786 EXPIRES
August 18, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

ZONING PETITION REVIEW REPORT

TO: Pasco County Planning Commission

PETITION #6079

Commission District #2

FROM: Debra M. Zampetti
Zoning/Code Compliance Administrator

Planning Commission
Hearing Date: 10/8/03

SUBJECT: Rezoning Request
South Central Pasco County

Board of County Commissioners
Hearing Date: 10/21/03, DC

APPLICANT: **WIREGRASS RANCH, INC.**

TAZ #180

PETITION SUMMARY:

Petition No. 6079 in the name of Wiregrass Ranch, Inc., has been filed for a change in zoning from an A-C Agricultural District to a C-2 General Commercial District. The property is located on the northeast corner of the intersection of Bruce B. Downs Boulevard (S.R. 581) and S.R. 56 (Parcel ID No. 30-26-20-0000-00100-0000 [portion of]) and contains 39.9 acres, m.o.l.

The surrounding zoning districts and land uses are as follows:

	Zoning District	Land Use
North:	A-C Agricultural	Undeveloped
East:	A-C Agricultural	Undeveloped
South:	MPUD Master Planned Unit Development	Proposed S.R. 56 Extension; Publix Shopping Plaza
West:	MPUD Master Planned Unit Development	Bruce B. Downs Boulevard

FINDINGS OF FACT:

1. Presently, the subject site is undeveloped, and the applicant proposes to develop the property commercially.

2. Access to the property is from Bruce B. Downs Boulevard (S.R. 581), which has 200 feet of right-of-way, and/or the proposed S.R. 56 Extension, which has a proposed 200-foot right-of-way.

3. The subject property is located in Flood Zones "AE" and "X," and development within the area designated Zone "AE" is subject to the requirements of Article 700, Flood Damage Prevention, of the Land Development Code.

4. The surrounding area is characterized by commercial development and undeveloped land.

5. The subject area has been designated RES-3 (Residential - 3 du/ga) under the Comprehensive Plan.

6. Staff feels the character of the area is establishing a changing pattern and zoning which is compatible with the subject request and will provide facilities for residential support uses to the area.

7. The proposed request is consistent with Article 300, Subsection 303.2(E)1, Criteria and Standards to be Considered in Review of Applications for Zoning Amendments, of the Pasco County Land Development Code and with the Pasco County Comprehensive Plan, October 2000.

STAFF RECOMMENDATION:

Approval with Conditions

CONDITIONS:

1. The owner/applicant agrees to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the Florida Department of Transportation Project Development and

EXHIBIT F

Environment Study for S.R. 581 (Bruce B. Downs Boulevard) at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.

2. The owner/applicant agrees to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee.

3. The owner/applicant agrees to transfer sufficient right-of-way along the entire southern boundary of the subject property as depicted on the sketch submitted with this application by King Engineering dated September 8, 2003, for the proposed S.R. 56 Extension prior to preliminary site plan approval or in accordance with the approved agreement by Pasco County. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.

4. Commercial development cannot exceed 172,500 square feet without a zoning amendment.

5. The 172,500-square-foot C-2 General Commercial development limitation shall be recorded as a deed restriction to place potential buyers on notice.

6. If the subject parcel is to be subdivided from the parent tract, the owner/developer shall submit a Unified Plan of Development or go through subdivision review pursuant to Section 306 of the Land Development Code prior to its division from the parent parcel.

7. The owner/developer shall comply with the Access Management Plan for S.R. 581 as approved by the Florida Department of Transportation.

8. A Pasco County approved traffic study shall be submitted prior to submission of a preliminary site plan.

9. Site specific improvements and off-site transportation improvements shall be pursuant to the Pasco County approved traffic study and approved at the time of preliminary site plan approval.

10. The owner/applicant acknowledges that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.

11. The owner/applicant shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code prior to development of the property.

12. At the time of site plan review, the owner/applicant shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy No. 2.8.2, as follows:

    2.8.2 Require the evaluation and proper management of endangered, threatened, and species of special concern by requiring that proposed development sites be examined for the presence of State and Federally protected plant and animal species. Criteria and thresholds for reviews to examine sites in this manner shall be specified in the County's land development regulations. At a minimum, the criteria will consider:

    (a) The Area of Potentially Significant Habitat as shown on Map 3-1 that has been identified by the Florida Fish and Wildlife Conservation Commission as a "hot spot of biological resources and rare species occurrence" or other available data sources.

    (b) The size and distribution of listed species populations within a proposed development site.

    (c) The feasibility and viability of on-site protection and management and whether the proposed development site includes a wildlife corridor.

    (d) The feasibility of maintaining a wildlife corridor.

    (e) The appropriateness of mitigation to an acceptable off-site location in the event that on-site mitigation is shown to be ineffective.

    When listed species are found, the proposal shall be forwarded to the Florida Fish and Wildlife Conservation Commission for recommendations to minimize the impact of development on those species found on the site. These recommendations shall be considered during the development approval process. Failure to receive recommendations

from the Florida Fish and Wildlife Conservation Commission within the development review process time frames shall not preclude a project from being scheduled, considered, or approved.

13. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.

14. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Zoning/Code Compliance Division.

PLANNING COMMISSION ACTION:

Approval of Staff Recommendation: 10 Ayes; 0 Nayes

BOARD OF COUNTY COMMISSIONERS ACTION:

Note: At the Board of County Commissioners meeting on October 21, 2003, staff amended Condition Nos. 8 and 9 as outlined below.

Approval of Staff Recommendation with Amended Conditions

AMENDED CONDITIONS:

1. The owner/applicant agrees to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the Florida Department of Transportation Project Development and Environment Study for S.R. 581 (Bruce B. Downs Boulevard) at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.

2. The owner/applicant agrees to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee.

3. The owner/applicant agrees to transfer sufficient right-of-way along the entire southern boundary of the subject property as depicted on the sketch submitted with this application by King Engineering dated September 8, 2003, for the proposed S.R. 56 Extension prior to preliminary site plan approval or in accordance with the approved agreement by Pasco County. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.

4. Commercial development cannot exceed 172,500 square feet without a zoning amendment.

5. The 172,500-square-foot C-2 General Commercial development limitation shall be recorded as a deed restriction to place potential buyers on notice.

6. If the subject parcel is to be subdivided from the parent tract, the owner/developer shall submit a Unified Plan of Development or go through subdivision review pursuant to Section 306 of the Land Development Code prior to its division from the parent parcel.

7. The owner/developer shall comply with the Access Management Plan for S.R. 581 as approved by the Florida Department of Transportation.

8. The owner/developer has submitted a traffic study. Based on the build-out dates and the land uses assumed in the traffic study dated October 2003, Pasco County accepts the conclusion in the study that the subject rezoning does not require any off-site improvements that are not already provided for in previously committed road improvement projects provided, however, that prior to or concurrent with the preliminary site plan approval, the County may require additional data and/or analysis related to the site-related driveway connections pursuant to the County's access management guidelines, and the Development Review Committee at the time of preliminary site plan approval may require additional site-related driveway access geometry and improvements and/or additional site access locations, subject to any applicable Florida Department of Transportation criteria.

9. This rezoning shall be aggregated into a Development of Regional Impact and any traffic studies required at that time shall include the property subject to this rezoning.

10. The owner/applicant acknowledges that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.

11. The owner/applicant shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code prior to development of the property.

12. At the time of site plan review, the owner/applicant shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy No. 2.8.2, as follows:

    2.8.2 Require the evaluation and proper management of endangered, threatened, and species of special concern by requiring that proposed development sites be examined for the presence of State and Federally protected plant and animal species. Criteria and thresholds for reviews to examine sites in this manner shall be specified in the County's land development regulations. At a minimum, the criteria will consider:

    (a) The Area of Potentially Significant Habitat as shown on Map 3-1 that has been identified by the Florida Fish and Wildlife Conservation Commission as a "hot spot of biological resources and rare species occurrence" or other available data sources.

    (b) The size and distribution of listed species populations within a proposed development site.

    (c) The feasibility and viability of on-site protection and management and whether the proposed development site includes a wildlife corridor.

    (d) The feasibility of maintaining a wildlife corridor.

    (e) The appropriateness of mitigation to an acceptable off-site location in the event that on-site mitigation is shown to be ineffective.

    When listed species are found, the proposal shall be forwarded to the Florida Fish and Wildlife Conservation Commission for recommendations to minimize the impact of development on those species found on the site. These recommendations shall be considered during the development approval process. Failure to receive recommendations from the Florida Fish and Wildlife Conservation Commission within the development review process time frames shall not preclude a project from being scheduled, considered, or approved.

13. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.

14. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Zoning/Code Compliance Division.

OWNER'S/APPLICANT'S ACKNOWLEDGMENT:

The owner/applicant acknowledges that it has read, understood, and accepted the above-listed conditions of approval.

Wireglass Ranch, Inc.

November 19, 2003 — By: William H. Porter

(Date) — William H. Porter, Pres.

I hereby certify on this 19th day of November, 2003, A.D., before me personally appeared the owner/applicant, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

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

My commission expires:
8/18/06

Elizabeth R. Gore
Notary Public, State of Florida at Large

Elizabeth R. Gore
MY COMMISSION # DD143286 EXPIRES
August 18, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

PARCEL DESCRIPTION:

ALL THAT PORTION OF SECTIONS 7, 17, 18, 19, 20, 21, 22, 27, 28, 29 AND 30, ALL IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.00°29'59"W., ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1,530.52 FEET TO THE INTERSECTION OF SAID EASTERLY LINE OF SECTION 7 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (AS IT NOW EXISTS) FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.00°29'59"W., ALONG SAID EAST LINE OF SECTION 7, A DISTANCE OF 1,112.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 7; THENCE S.00°17'31"W., A DISTANCE OF 2,644.07 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE S.00°17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.89°54'52"W., A DISTANCE OF 122.50 FEET; THENCE S.32°00'57"E., A DISTANCE OF 901.62 FEET; THENCE N.89°54'52"E., A DISTANCE OF 1,235.69 FEET; THENCE N.01°21'00"W., A DISTANCE OF 34.15 FEET; THENCE N.58°17'36"E., A DISTANCE OF 18.29 FEET; THENCE N.10°07'36"E., A DISTANCE OF 47.77 FEET; THENCE N.15°01'14"W., A DISTANCE OF 37.26 FEET; THENCE N.00°16'25"W., A DISTANCE OF 34.10 FEET; THENCE N.28°14'49"W., A DISTANCE OF 48.81 FEET; THENCE N.35°23'51"W., A DISTANCE OF 35.73 FEET; THENCE N.42°01'17"W., A DISTANCE OF 74.66 FEET; THENCE S.53°29'29"W., A DISTANCE OF 3.88 FEET; THENCE N.67°22'47"W., A DISTANCE OF 56.94 FEET; THENCE N.66°07'39"W., A DISTANCE OF 43.71 FEET; THENCE N.61°50'08"W., A DISTANCE OF 36.84 FEET; THENCE N.84°10'42"W., A DISTANCE OF 46.39 FEET; THENCE S.66°03'28"W., A DISTANCE OF 43.33 FEET; THENCE S.70°44'48"W., A DISTANCE OF 50.36 FEET; THENCE N.28°06'22"W., A DISTANCE OF 18.09 FEET; THENCE N.26°14'40"E., A DISTANCE OF 55.86 FEET; THENCE N.46°01'59"E., A DISTANCE OF 51.53 FEET; THENCE N.07°56'04"W., A DISTANCE OF 51.58 FEET; THENCE N.88°45'05"E., A DISTANCE OF 27.00 FEET; THENCE N.49°32'44"E., A DISTANCE OF 37.70 FEET; THENCE N.24°21'42"E., A DISTANCE OF 40.47 FEET; THENCE N.70°30'07"E., A DISTANCE OF 30.27 FEET; THENCE N.66°14'45"E., A DISTANCE OF 33.96 FEET; THENCE N.41°18'54"E., A DISTANCE OF 43.25 FEET; THENCE N.81°19'08"E., A DISTANCE OF 29.73 FEET; THENCE S.76°54'12"E., A DISTANCE OF 43.86 FEET; THENCE N.27°45'10"E., A DISTANCE OF 52.04 FEET; THENCE N.18°00'53"W., A DISTANCE OF 45.22 FEET; THENCE N.25°30'52"W., A DISTANCE OF 22.26 FEET; THENCE N.84°40'35"E., A DISTANCE OF 60.61 FEET; THENCE N.11°10'34"E., A DISTANCE OF 16.14 FEET; THENCE N.81°20'00"W., A DISTANCE OF 73.87 FEET; THENCE N.27°24'42"W., A DISTANCE OF 30.32 FEET; THENCE N.27°24'42"W., A DISTANCE OF 19.26 FEET TO THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17, N.89°54'52"E., A DISTANCE OF 3,787.37 FEET TO THE SOUTHEAST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.00°09'55"W., ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 3,972.39 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 21, S.89°35'53"E., A DISTANCE OF 2,659.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 21, S.89°32'37"E., A DISTANCE OF 2,656.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S.00°01'39"E., ALONG THE EAST LINE OF SECTION 21 A DISTANCE OF 2,640.26 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 21; THENCE S.00°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 21 A DISTANCE OF 1,037.80 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.89°54'24"E., A DISTANCE OF 270.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.00°09'58"W., A DISTANCE OF 1,600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE S.00°16'42"W., A DISTANCE OF 815.00 FEET TO THE SOUTHEAST CORNER OF

EXHIBIT G-1
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

PREPARED BY:

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
ENGINEERING LICENSE #00002610
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

NO	DATE	DESCRIPTION	BY

JOB NO 3109-301-000
DATE 10-01-04
SCALE N.T.S.
DRAWN BY BAB

PARCEL DESCRIPTION: (CONT.)

THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE N.89°54'24"W., A DISTANCE OF 270.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27, SAID POINT ALSO BEING ON THE EAST LINE OF SAID SECTION 28; THENCE S.00°16'42"W., ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 4,472.09 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE N.89°56'42"W., ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 2,652.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°34'44"W., A DISTANCE OF 1,172.72 FEET; THENCE LEAVING SAID LINE N.00°25'16"E., A DISTANCE OF 395.38 FEET TO A POINT OF CURVATURE; THENCE 506.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,940.00 FEET, DELTA 14°56'41", CHORD BEARING AND DISTANCE N.07°03'04"E., 504.59 FEET; THENCE N.89°34'44"W., A DISTANCE OF 1,421.64 FEET; THENCE N.75°14'58"W., A DISTANCE OF 737.43 FEET; THENCE N.43°32'32"W., A DISTANCE OF 1,001.00 FEET; THENCE N.02°23'47"E., A DISTANCE OF 35.94 FEET; THENCE N.02°23'47"E., A DISTANCE OF 536.40 FEET; THENCE N.86°22'56"W., A DISTANCE OF 120.03 FEET; THENCE S.02°23'47"W., A DISTANCE OF 538.96 FEET; THENCE S.75°15'08"W., A DISTANCE OF 1,105.62 FEET; THENCE S.41°40'57"W., A DISTANCE OF 878.18 FEET; THENCE S.48°19'03"E., A DISTANCE OF 283.03 FEET; THENCE S.20°01'02"E., A DISTANCE OF 408.18 FEET; THENCE S.00°06'28"W., A DISTANCE OF 330.06 FEET TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 29; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 29, N.89°58'04"W., A DISTANCE OF 2,518.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N.89°58'27"W., ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 2,675.07 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 30; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 30, N.89°58'40"W., A DISTANCE OF 2,602.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) (A 200' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. N.00°29'34"E., A DISTANCE OF 13,100.79 FEET TO A POINT OF CURVATURE; 2. THENCE 1,389.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 5,629.80 FEET, DELTA 14°08'19", CHORD BEARING AND DISTANCE N.07°33'44"E., 1,385.72 FEET; 3. THENCE N.14°37'52"E., A DISTANCE OF 3,183.89 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.75°21'08"E., A DISTANCE OF 353.01 FEET; THENCE N.14°37'03"E., A DISTANCE OF 201.80 FEET; THENCE N.75°23'12"W., A DISTANCE OF 292.99 FEET; THENCE S.14°38'06"W., A DISTANCE OF 10.00 FEET; THENCE N.75°16'55"W., A DISTANCE OF 59.94 FEET; THENCE N.14°41'33"E., A DISTANCE OF 55.90 FEET; THENCE S.75°22'18"E., A DISTANCE OF 81.92 FEET; THENCE S.66°23'33"E., A DISTANCE OF 38.47 FEET; THENCE S.75°21'54"E., A DISTANCE OF 177.94 FEET; THENCE N.55°20'58"E., A DISTANCE OF 30.59 FEET; THENCE N.14°38'33"E., A DISTANCE OF 296.41 FEET; THENCE S.75°21'37"E., A DISTANCE OF 791.07 FEET; THENCE N.14°37'57"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N71°41'15" E., A DISTANCE OF 207.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 310.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.71°41'15" E., A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.18°18'45" E., A DISTANCE OF 310.00 FEET; THENCE N.71°41'15" E., A DISTANCE OF 245.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (R/W VARIES); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. N.71°40'25"E., A DISTANCE OF 580.63 FEET; 2. THENCE N.71°43'50"E., A DISTANCE OF 187.70 FEET; 3. THENCE N.18°18'45"W., A DISTANCE OF 20.00 FEET; 4. THENCE N.71°41'08"E., A DISTANCE OF 1,301.84 FEET TO A POINT OF CURVATURE; 5. THENCE 637.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5,729.58 FEET, DELTA 06°22'41", CHORD BEARING AND DISTANCE S.74°54'21"E., 637.49 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 7 AND THE POINT OF BEGINNING.

CONTAINING 5,118.640 ACRES, MORE OR LESS.

EXHIBIT G-2
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

PREPARED BY:

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
ENGINEERING LICENSE #00002610
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

NO.	DATE	DESCRIPTION	APP'D BY

JOB NO 3109-301-000
DATE 10-01-04
SCALE N.T.S
DRAWN BY BAB

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PASCO SCHOOL DISTRICT LANDS:

PARCEL A DESCRIPTION:

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet for a POINT OF BEGINNING; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 878.18 feet; thence N.75°15'08"E. a distance of 1,105.62 feet; thence S.87°36'13"E. a distance of 120.00 feet; thence S.02°23'47"W. a distance of 35.94 feet; thence S.43°32'32"E. a distance of 1,001.00 feet; thence S.15°53'27"W. a distance of 97.53 feet to a point of curvature; thence 1,167.69 feet along the arc of a curve to the right, concave Northwesterly, having a radius of 900.00 feet, delta 74°20'16", chord bearing and distance S.53°03'34"W., 1,087.50 feet; thence N.89°46'18"W., a distance of 1,214.17 feet to the POINT OF BEGINNING.

Containing 60.636 acres more or less.

PARCEL B DESCRIPTION:

All that portion of the Southwest 1/4 of Section 28, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence S.89°34'44"E., along the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33, a distance of 263.85 feet to the POINT OF BEGINNING; thence leaving said line, N.39°10'55"W. a distance of 189.87 feet; thence N.46°30'18"W., a distance of 125.95 feet; thence N.00°57'59"E., a distance of 248.15 feet; thence N.43°44'49"E., a distance of 44.38 feet; thence N.00°00'00"E., a distance of 103.15 feet; thence N.34°14'03"W., a distance of 84.30 feet; thence N.02°14'18"W., a distance of 210.69 feet; thence S.89°34'44"E., a distance of 1,421.64 feet to the Westerly right-of-way line of proposed Mansfield Boulevard (an 80' proposed R/W); thence 506.02 feet along the arc of a non-tangent curve to the right, concave Southwesterly, having a radius of 1,940.00 feet, delta 14°56'41", chord bearing and distance S.07°03'04"E., 504.59 feet; thence S.00°25'16"W., a distance of 395.38 feet to the South line of the Southwest 1/4 of said Section 28; thence N.89°34'44"W., along said South line of said Section 28, a distance of 1,248.55 feet to the POINT OF BEGINNING.

Containing 29.192 acres more or less.

PARCEL C DESCRIPTION:

All that portion of the South 1/2 of Sections 28 & 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Beginning at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence S.89°46'18"E., a distance of 1,214.17 feet to a point of curvature; thence 1,167.69 feet along the arc of a tangent curve to the left, concave Northwesterly, having a radius of 900.00 feet, delta 74°20'16", chord bearing and distance N.53°03'34"E., 1,087.50 feet; thence N.15°53'27"E., a distance of 97.53 feet; thence S.75°14'58"E., a distance of 737.43 feet; thence S.02°14'18"E., a distance of 210.69 feet; thence S.34°14'03"E., a distance of 84.30 feet; thence S.00°00'00"W., a distance of 103.15 feet; thence S.43°44'49"W., a distance of 44.38 feet; thence S.00°57'59"W., a distance of 248.15 feet; thence S.46°30'18"E., a distance of 125.95 feet; thence S.39°10'55"E. a distance of 189.87 feet to the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33; thence N.89°34'44"W. a distance of 263.85 feet to the POINT OF BEGINNING.

Containing 37.092 acres more or less.

PREPARED BY:

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
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PHONE 813 • 880 • 8581
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

JOB NO 3109-301-000
DATE 12-01-04
SCALE 1" = 1'
DRAWN BY BAB

EXHIBIT H-1
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

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PASCO SCHOOL DISTRICT LANDS:

PARCEL D DESCRIPTION:

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 878.18 feet; thence N.75°15'08"E. a distance of 1,105.62 feet for a POINT OF BEGINNING; thence N.02°23'47"E., a distance of 538.96 feet to the intersection of the proposed southerly right-of-way line of Mansfield Boulevard (120' R/W); thence S.86°22'56"E., along said right-of-way a distance of 120.03 feet; thence leaving said right-of-way S.02°23'47"W., a distance of 536.40 feet; thence N.87°36'13"W., a distance of 120.00 feet to the POINT OF BEGINNING.

Containing 1.481 acres more or less.

INTERNATIONAL TENNIS CENTER:

LEGAL DESCRIPTION: __

ALL THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 17 AND THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER BETWEEN SECTIONS 7, 8, 17 AND 18, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S00°17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/4 OF SAID SECTION 17 FOR A POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF THE NORTH 1/4 OF SAID SECTION 17, N89°54'52"E., A DISTANCE OF 1,496.41 FEET; THENCE LEAVING SAID LINE S.27°24'42"E., A DISTANCE OF 19.26 FEET; THENCE S.27°24'42"E., A DISTANCE OF 30.32 FEET; THENCE S.81°20'00"E., A DISTANCE OF 73.87 FEET; THENCE S.11°10'34"W., A DISTANCE OF 16.14 FEET; THENCE S.84°40'35"W., A DISTANCE OF 60.61 FEET; THENCE S.25°30'52"E., A DISTANCE OF 22.26 FEET; THENCE S.18°00'53"E., A DISTANCE OF 45.22 FEET; THENCE S.27°45'10"W., A DISTANCE OF 52.04 FEET; THENCE N.76°54'12"W., A DISTANCE OF 43.86 FEET; THENCE S.81°19'08"W., A DISTANCE OF 29.73 FEET; THENCE S.41°18'54"W., A DISTANCE OF 43.25 FEET; THENCE S.66°14'45"W., A DISTANCE OF 33.96 FEET; THENCE S.70°30'07"W., A DISTANCE OF 30.27 FEET; THENCE S.24°21'42"W., A DISTANCE OF 40.47 FEET; THENCE S.49°32'44"W., A DISTANCE OF 37.70 FEET; THENCE S.88°45'05"W., A DISTANCE OF 27.00 FEET; THENCE S.07°56'04"E., A DISTANCE OF 51.58 FEET; THENCE S.46°01'59"W., A DISTANCE OF 51.53 FEET; THENCE S.26°14'40"W., A DISTANCE OF 55.86 FEET; THENCE S.28°06'22"E., A DISTANCE OF 18.09 FEET; THENCE N.70°44'48"E., A DISTANCE OF 50.36 FEET; THENCE N.66°03'28"E., A DISTANCE OF 43.33 FEET; THENCE S.84°10'42"E., A DISTANCE OF 46.39 FEET; THENCE S.61°50'08"E., A DISTANCE OF 36.84 FEET; THENCE S.66°07'39"E., A DISTANCE OF 43.71 FEET; THENCE S.67°22'47"E., A DISTANCE OF 56.94 FEET; THENCE N.53°29'29"E., A DISTANCE OF 3.88 FEET; THENCE S.42°01'17"E., A DISTANCE OF 74.66 FEET; THENCE S.35°23'51"E., A DISTANCE OF 35.73 FEET; THENCE S.28°14'49"E., A DISTANCE OF 48.81 FEET; THENCE S.00°16'25"E., A DISTANCE OF 34.10 FEET; THENCE S.15°01'14"E., A DISTANCE OF 37.26 FEET; THENCE S.10°07'36"W., A DISTANCE OF 47.77 FEET; THENCE S.58°17'36"W., A DISTANCE OF 18.29 FEET; THENCE S.01°21'00"E., A DISTANCE OF 34.15 FEET; THENCE S.89°54'52"W., A DISTANCE OF 1,235.69 FEET TO THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF PORTER BOULEVARD (A PROPOSED 140' R/W); THENCE ALONG SAID PROPOSED RIGHT-OF-WAY LINE, N32°00'57"W., A DISTANCE OF 901.62 FEET; THENCE LEAVING SAID LINE N89°54'52"E., A DISTANCE OF 122.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.000 ACRES MORE OR LESS.

PREPARED BY:

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
ENGINEERING LICENSE #00002610
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

NO	DATE	DESCRIPTION	APP'D BY

JOB NO 3109-301-000
DATE 10-01-04
SCALE N.T.S.
DRAWN BY BAB

EXHIBIT H-2
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

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considered during the development approval process. Failure to receive recommendations from the Florida Fish and Wildlife Conservation Commission within the development review process time frames shall not preclude a project from being scheduled, considered, or approved.

16. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.

17. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Zoning/Code Compliance Division.

OWNERS'/APPLICANTS' ACKNOWLEDGMENT:

The owners/applicants acknowledge that they have read, understood, and accepted the above-listed conditions of approval.

_____ _____
(Date)

I hereby certify on this _____ day of _____, _____, A.D., before me personally appeared the owners/applicants, to me known to be the persons described in and who executed the foregoing document and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

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

My commission expires:

_____ _____
Notary Public, State of _____ at Large

072

EXHIBIT P

WIREGRASS RANCH DRI NO. 260

ENVIRONMENTAL MANAGEMENT PLAN*

*INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND GROWTH MANAGEMENT DEPARTMENT

EXHIBIT Q

WIREGRASS RANCH DRI NO. 260

ASSIGNMENTS OF WIREGRASS DRI ENTITLEMENTS
(AS OF SEPTEMBER 7, 2010)

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

1. Assignment of Wiregrass DRI Entitlements dated 01/29/2008 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc.
   Assignee: Goodforest LLC
   DRI Entitlements: 233,601 square feet of retail entitlements
   Parcel: Parcel C5 (the "Mall Expansion Parcel") (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1A

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Wiregrass Ranch, Inc hereby assigns to Goodforest LLC Two Hundred Thirty Three Thousand Six Hundred One (233,601) square feet of retail entitlements pursuant to Phase 1 of the Development of Regional Impact development order issued pursuant to Florida Statute Section 380.06 adopted by Pasco County, Florida, by Resolution No. 07-291, for use on that real property described on Exhibit "A" attached hereto and made a part hereof by reference.

Dated as of the ___ day of _____, 2008.

"Assignor"

Wiregrass Ranch, Inc.
a Florida corporation

By: William H. Porter
Printed Name: William H. Porter
Title: President

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of January, 2008, by William H. Porter as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced Florida Drivers License as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Printed Name: Linda L Bell

My commission expires:

LINDA L. BELL
MY COMMISSION # DD 338689
EXPIRES September 19, 2008
Bonded Thru Notary Public Underwriters

Exhibit "A"

(insert legal description of Sale Parcel II)

SALE PARCEL II
(a/k/a)
PARCEL C-5

All that portion of Section 30, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of Section 30, Township 26 South, Range 20 East, Pasco County, Florida; thence South 89° 58'40" East, along the South line of the Southwest 1/4 of said Section 30, a distance of 99.24 feet to the Easterly right-of-way line of County Road 581 (Bruce B. Downs Boulevard - a 200 foot right-of-way); thence North 00° 29'34" East, along the Easterly right-of-way line of said County Road 581, a distance of 125.00 feet to the intersection of the Proposed Northerly right-of-way line of State Road 56 (250 foot right-of-way); thence along said Northerly right-of-way line, South 89° 58'40" East, a distance of 222.16 feet to a point of curvature; thence 1,725.70 feet along the arc of a curve to the left, concave Northwesterly, having a radius of 3,255.00 feet, delta 30° 22'35", chord and bearing of North 74° 50'03" East, 1,705.56 feet; thence North 59° 38'45" East, a distance of 1,150.12 feet to the POINT OF BEGINNING; thence leaving said right-of-way line North 61° 39'12" West, a distance of 380.67 feet; thence North 50° 22'10" West, a distance of 651.40 feet; thence North 48°49'28" East, a distance of 1,300.74 feet; thence South 63°21'14" East, a distance of 596.94 feet; thence South 31° 22'45" East, a distance of 681.00 feet to the said Northerly right-of-way line of Proposed State Road 56; thence South 59° 38'45" West, along said right-of-way, a distance of 1,194.19 feet to the POINT OF BEGINNING.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

2. Assignment of Wiregrass DRI Entitlements dated 01/29/2008 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc.
   Assignee: Goodforest LLC
   DRI Entitlements: 647,500 square feet of retail entitlements
   Parcel: As per attached
   Phase: Phase 1B

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Wiregrass Ranch, Inc. hereby assigns to Goodforest LLC Six Hundred Forty Seven Thousand Five Hundred (647,500) square feet of retail entitlements pursuant to Phase 1 of the Development of Regional Impact development order issued pursuant to Florida Statute Section 380.06 adopted by Pasco County, Florida, by Resolution No. 07-291, for use on that real property described on Exhibit "A" attached hereto and made a part hereof by reference.

Dated as of the ___ day of _____, 2008.

"Assignor"

Wiregrass Ranch, Inc.
a Florida corporation

By: William H. Porter
Printed Name: William H. Porter
Title: President

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of January, 2008, by William H. Porter as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced FL DRIVERS LICENSE as identification.

Linda L Bell
NOTARY PUBLIC-STATE OF Florida
Printed Name: Linda L BELL

My commission expires:

LINDA L. BELL
MY COMMISSION # DD 338689
EXPIRES: September 19, 2008
Bonded Thru Notary Public Underwriters

Exhibit "A"

(insert legal description of Sale Parcel I)

SALE PARCEL I
(a/k/a)
PARCEL C-6

All that portion of the South 1/2 of Section 30, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of Section 30, Township 26 South, Range 20 East, Pasco County, Florida; thence South 89° 58'40" East, along the South line of the Southwest 1/4 of said Section 30, a distance of 99.24 feet to the Easterly right-of-way line of County Road 581 (Bruce B. Downs Boulevard - a 200 foot right-of-way); thence North 00° 29' 34" East, along the Easterly right-of-way line of said County Road 581, a distance of 125.00 feet to the intersection of the Proposed Northerly right-of-way line of State Road 56; thence South 89° 58'40" East, along said right-of-way line, a distance of 222.16 feet to a point of curvature; thence 1,121.46 feet along the arc of a curve to the left, concave North, having a radius of 3,255.00 feet, delta 19° 44'26" and a chord bearing and distance of North 80° 09'07" East, 1,115.92 feet to the POINT OF BEGINNING; thence leaving said right-of-way line, North 00° 29'39" East, a distance of 1,460.87 feet; thence North 72° 01'12" East, a distance of 275.31 feet; thence North 82° 05'43" East, a distance of 252.03 feet; thence South 50° 22'10" East, a distance of 882.94 feet; thence South 61° 39'12" East, a distance of 380.67 feet to the Proposed Northerly right-of-way line of State Road 56; thence South 59° 38'45" West, along said right-of-way line, a distance of 1,150.12 feet to a point of curvature; thence 604.24 feet along the arc of a curve to the right, concave North, having a radius of 3,255.00 feet, delta 10° 38'10", and a chord bearing and distance of South 64° 57'50" West, 603.37 feet to the POINT OF BEGINNING.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

3. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch LLC
   Assignee: Goodforest LLC
   DRI Entitlements: 172,500 square feet of retail entitlements
   Parcel: As per attached
   Phase: Phase 1B

2010125587

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

Rcpt:1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 776

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

SR 56 Commercial Parcel, a portion of Parcel C6

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to GOODFOREST LLC, a Florida limited liability company, maintaining a principal place of business of 50 Public Square, Suite 1100, Cleveland, Ohio 44113 ("Goodforest") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 172,500 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as the "SR 56 Commercial Parcel", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to the SR 56 Commercial Parcel, including, but not limited to, the Development Rights Agreement dated January 30, 2008 and recorded in Book 7751, Page 952 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter

Print: William H. Porter

Title: President

Date: 9/1/10

Witness: [signature]

Printed Name: SCOTT SHERIDAN

Witness: [signature]

Printed Name: WILLIAM W. MERRELL III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL P636-928-52-453-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By: [signature]

Print: David J. Evans

Title: Manager

Date: Sept 1, 2010

Witness: [signature]

Printed Name: SCOTT SHERIDAN

Witness: [signature]

Printed Name: WILLIAM W. MERRELL III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SR 56 COMMERCIAL PARCEL, A PORTION OF PARCEL C6

ALL THAT PORTION OF THE SOUTH HALF OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 3 AND 4, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S89°58'40"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD – A 200' R/W); THENCE N00°29'34"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 125.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N00°29'34"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1010.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N72°15'04"E, A DISTANCE OF 85.00 FEET; THENCE S50°28'38"E, A DISTANCE OF 75.00 FEET; THENCE N59°10'51"E, A DISTANCE OF 535.00 FEET; THENCE N84°26'10"E, A DISTANCE OF 210.00 FEET; THENCE N62°14'03"E, A DISTANCE OF 43.47 FEET; THENCE N44°47'06"E, A DISTANCE OF 61.21 FEET; THENCE N56°28'07"E, A DISTANCE OF 87.31 FEET; THENCE N61°57'11"E, A DISTANCE OF 39.49 FEET; THENCE N44°20'16"E, A DISTANCE OF 48.69 FEET; THENCE N52°42'43"E, A DISTANCE OF 62.69 FEET; THENCE N47°35'43" E, A DISTANCE OF 54.48 FEET; THENCE N85°30'57"E, A DISTANCE OF 79.15 FEET; THENCE S82°54'03"E, A DISTANCE OF 53.61 FEET; THENCE N78°01'35"E, A DISTANCE OF 39.60 FEET; THENCE N64°21'53"E, A DISTANCE OF 36.83 FEET; THENCE S00°29'39"W, A DISTANCE OF 1355.62 FEET TO THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 56; THENCE ALONG SAID RIGHT-OF-WAY 1121.46 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3255.00 FEET, DELTA 19°44'26"; CHORD AND BEARING OF S80°09'07"W, 1115.92 FEET; THENCE N89°58'40"W, A DISTANCE OF 222.16 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 36.712 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

4. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: Wal-Mart Stores East, LP
   DRI Entitlements: 217,522 square feet of retail entitlements
   Parcel: Portion of Parcel C2 (the "Wal-Mart Parcel") (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1B

2010125588

Rcpt:1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 780

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Wal-Mart Parcel, a portion of Parcel C2

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to WAL-MART STORES EAST, LP, a Delaware limited partnership authorized to transact business in Florida, maintaining a principal place of business of 702 S.W. 8th Street, Bentonville, Arkansas 72716-0555 ("Wal-Mart") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 217,522 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as the "Wal-Mart Parcel", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to the Wal-Mart Parcel.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter

Print: William H. Porter

Title: President

Date: 9/1/2010

Witness: Scott Sheridan

Printed Name: Scott Sheridan

Witness: [illegible]

Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is □ personally known to me, or ☒ produced FLDL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By: [illegible]

Print: David J. Evans

Title: Manager

Date: Sept. 1, 2010

Witness: Scott Sheridan

Printed Name: Scott Sheridan

Witness: [illegible]

Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is □ personally known to me, or ☒ produced FLDL E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF THE WAL-MART PARCEL, A PORTION OF PARCEL C2

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 388.14 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE S.18°18'45"E., A DISTANCE OF 925.00 FEET; THENCE S.18°18'45"E., A DISTANCE OF 432.95 FEET; THENCE S.71°41'15"W., A DISTANCE OF 259.57 FEET; THENCE S.17°43'05"E., A DISTANCE OF 39.89 FEET; THENCE S 67°19'14" W., A DISTANCE OF 293.50 FEET; THENCE N 62°05'36" W., A DISTANCE OF 146.12 FEET; THENCE N.33°50'30"W., A DISTANCE OF 404.45 FEET; THENCE S 71°41'15" W., A DISTANCE OF 17.62 FEET; THENCE N 84°15'19" W., A DISTANCE OF 87.81 FEET; THENCE S 70°32'35" W., A DISTANCE OF 74.02 FEET; THENCE S 50°09'28" W., A DISTANCE OF 42.27 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE; THENCE 172.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 550.00 FEET, DELTA 17°55'20", CHORD AND BEARING OF N.84°19'34"W, 171.34 FEET; THENCE N.75°21'54"W., A DISTANCE OF 137.96 FEET; THENCE N.14°38'06"E., A DISTANCE OF 372.03 FEET; THENCE N.14°38'06"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 207.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 50.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 245.00 FEET; THENCE N.71°41'15"E., A DISTANCE OF 256.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.016 ACRES, MORE OR LESS

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

5. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: First Chapel Associates, LP
   DRI Entitlements: 9,978 square feet of retail entitlements
   Parcel: Portion of Parcel C2 (the "SR 54 Outparcels") (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1B

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

2010125589

Rcpt:1323704 Rec: 52.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 6
OR BK 8410 PG 784

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

SR 54 Outparcels, a portion of Parcel C2

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to FIRST CHAPEL ASSOCIATES LP, a Delaware limited partnership authorized to transact business in Florida, maintaining a principal place of business of 777 South Flagler Drive, Suite 1101-E, West Palm Beach, Florida 33401 ("First Chapel") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 9,978 square feet of retail entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as "SR 54 Outparcels", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to SR 54 Outparcels, including, but not limited to, the Development Rights Agreement dated January 30, 2008 and recorded in Book 7751, Page 952 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter
Print: William H. Porter
Title: President
Date: 9/1/2010

Witness: Scott Sheridan
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By: DJE
Print: David J. Evans
Title: Manager
Date: Sep. 1, 2010

Witness: Scott Sheridan
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced FL DL E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF SR 54 OUTPARCELS, A PORTION OF PARCEL C2

PARCEL DESCRIPTION: WALMART OUTLOT "A" - LESS SIGN PARCEL

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 132.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, N 71°41'15" E., A DISTANCE OF 256.00 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., A DISTANCE OF 300.00 FEET; THENCE SOUTH 71 DEGREES 41 MINUTES 15 SECONDS WEST, A DISTANCE OF 254.00 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 215.64 FEET; THENCE NORTH 71 DEGREES 36 MINUTES 39 SECONDS EAST, A DISTANCE OF 10.36 FEET; THENCE NORTH 32 DEGREES 43 MINUTES 57 SECONDS EAST, A DISTANCE OF 12.39 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 25.24 FEET; THENCE NORTH 71 DEGREES 33 MINUTES 20 SECONDS EAST, A DISTANCE OF 159.00 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE SOUTH 71 DEGREES 33 MINUTES 20 SECONDS WEST, A DISTANCE OF 180.99 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 45 SECONDS WEST, A DISTANCE OF 49.37 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.729 ACRES, MORE OR LESS.

PARCEL DESCRIPTION: WALMART OUTLOT "B"

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-

WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 528.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N.71°41'15"E., A DISTANCE OF 225.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 300.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PROPOSED PORTER BOULEVARD; THENCE N.18°18'45"W., ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.550 ACRES, MORE OR LESS

PARCEL DESCRIPTION: WALMART OUTLOT "C"

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58 FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 753.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: N.71°41'15"E., A DISTANCE OF 147.33 FEET; (2) N.18°18'45"W., A DISTANCE OF 20.00 FEET; (3) N.71°41'15"E., A DISTANCE OF 77.67 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 320.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET; THENCE N.18°18'45"W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.585 ACRES, MORE OR LESS

PARCEL DESCRIPTION: WALMART OUTLOT "D"

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 54 AND EAST OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S 00°21'09" W., ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54, AS IT IS NOW ESTABLISHED; THENCE ALONG SAID CENTERLINE, S 77°26'35" E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING N 87°07'20" E., 1016.58

FEET; THENCE LEAVING SAID LINE, S 18°18'45" E., 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 (AS IT NOW EXISTS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: (1) THENCE N 71°41'15" E., A DISTANCE OF 789.66 FEET; (2) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (3) THENCE N 71°41'15" E., A DISTANCE OF 428.56 FEET; (4) THENCE S 18°18'45" E., A DISTANCE OF 10.00 FEET; (5) THENCE N 71°41'15" E., A DISTANCE OF 900.47 FEET; (6) THENCE N 18°18'45" W., A DISTANCE OF 20.00 FEET; (7) THENCE N 71°41'15" E., A DISTANCE OF 77.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N.71°41'15"E., A DISTANCE OF 225.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'45"E., A DISTANCE OF 320.00 FEET; THENCE S.71°41'15"W., A DISTANCE OF 225.00 FEET; THENCE N.18°18'45"W., A DISTANCE OF 320.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54 AND THE POINT OF BEGINNING.

CONTAINING 1.653 ACRES, MORE OR LESS

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

6. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: Sierra BBD Property, LLC
   DRI Entitlements: 2,000 single family residential dwelling units, of which 1380 units shall be detached single family residential dwelling units and 620 units shall be attached single family residential units (townhouse)
   Parcel: Parcel S1, Parcel S3A, and Parcel C4 (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1B

2010125590

Rcpt:1323704 Rec: 52.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 6
OR BK 8410 PG 790

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Parcel S1, Parcel S3A, and Parcel C4

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to SIERRA BBD PROPERTY, LLC, a Florida limited liability company, maintaining a principal place of business at 509 Guisando de Avila, Suite 200, Tampa, Florida 33613-5253 ("Sierra") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign entitlements consisting of 2,000 single family residential dwelling units, of which 1,380 units shall be detached single family residential dwelling units and 620 units shall be attached single family residential units (townhouse), pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as "Parcel S1", "Parcel S3A", and "Parcel C4", as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order and the Entitlement Allocation Agreement dated August 9, 2007 and recorded in Book 7602, Page 629 of the Official Records of Pasco County.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter
Print: William H. Porter
Title: President
Date: 9/1/2010

Witness: Scott Sheridan
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By:
Print: David J. Evans
Title: Manager
Date: Sep 1, 2010

Witness:
Printed Name: Scott Sheridan

Witness:
Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is ☐ personally known to me, or ☒ produced FLDL E152170-49-296 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print:

My Commission Expires:

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL S1, PARCEL S3A, AND PARCEL C-4

ALL THAT PORTION OF SECTIONS 17, 18, 19 & 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 2, 3 AND 4, OF SECTION 18 AND BEING A PORTION OF GOVERNMENT LOT 1, OF SECTION 19 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.89°58'40"E., ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD - A 200' R/W); THENCE N.00°29'34"E., ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 10,048.57 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE N.00°29'34"E., A DISTANCE OF 1,981.41 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.89°56'28"E., A DISTANCE OF 805.09 FEET; THENCE N.10°04'47"E., A DISTANCE OF 498.44 FEET; THENCE N.00°00'00"E., A DISTANCE OF 590.15 FEET; THENCE N.10°55'16"E., A DISTANCE OF 729.50 FEET; THENCE N.81°39'31"E., A DISTANCE OF 498.05 FEET; THENCE N.15°23'12"E., A DISTANCE OF 860.67 FEET; THENCE N.29°39'53"E., A DISTANCE OF 878.90 FEET; THENCE N.90°00'00"E., A DISTANCE OF 1,603.17 FEET; THENCE S.53°48'13"E., A DISTANCE OF 410.19 FEET; THENCE N.55°14'13"E., A DISTANCE OF 348.50 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PROPOSED PORTER BOULEVARD (140' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. THENCE S.32°00'57"E., A DISTANCE OF 2,411.88 FEET TO A POINT OF CURVATURE; 2. THENCE 805.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2,030.00 FEET, DELTA 22°44'38", CHORD AND BEARING S 20°38'38" E., 800.54 FEET; 3. THENCE S.09°16'19"E., A DISTANCE OF 1,197.44 FEET TO A POINT OF CURVATURE; THENCE 529.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 2,030.00 FEET, DELTA 14°56'01", CHORD AND BEARING S 01°48'19"E., 527.60 FEET; 4. THENCE S.05°39'41"W., A DISTANCE OF 1,104.54 FEET TO A POINT OF CURVATURE; 5. THENCE 65.45 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, DELTA 75°00'00", CHORD AND BEARING S.43°09'41"W., 60.88 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (140' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. THENCE S.80°39'41"W., A DISTANCE OF 1,324.57 FEET TO A POINT OF CURVATURE; 2. THENCE 647.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHERLY, HAVING A RADIUS OF 8,070.00 FEET, DELTA 04°35'38", CHORD AND BEARING S 78°21'52" W., 646.86 FEET; 3. THENCE S.76°04'04"W., A DISTANCE OF 2,407.64 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE N.13°55'56"W., A DISTANCE OF 355.04 FEET; THENCE N.47°17'26"W., A DISTANCE OF 1,209.82 FEET; THENCE N.89°30'26"W., A DISTANCE OF 792.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 677.235 ACRES, MORE OR LESS.

AND

THAT PORTION OF SECTIONS 19 AND 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 2, 3 AND 4, OF SECTION 19 AND A PORTION OF GOVERNMENT LOTS 1 & 2, OF SECTION 30 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP
26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE NORTH 00°15'13" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2,642.48 FEET TO THE WEST 1/4 CORNER OF SAID SECTION 30; THENCE NORTH 00°40'56" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 2,641.89 FEET TO THE NORTHWEST CORNER OF SAID SECTION 30 AND THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 19; THENCE NORTH 00°31'33" EAST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19, A DISTANCE OF 1,552.85 FEET; THENCE LEAVING SAID LINE NORTH 83°07'00" EAST, A DISTANCE OF 111.56 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD, A 210' RIGHT-OF-WAY, 110' FROM CENTER OF RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1. NORTH 00°29'34" EAST, A DISTANCE OF 835.50 FEET; 2. NORTH 89°30'26" WEST, A DISTANCE OF 10.00 FEET TO A 200' RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (100' FROM CENTER OF RIGHT-OF-WAY); 3. NORTH 00°29'34" EAST, ALONG SAID LINE A DISTANCE OF 766.73 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (A 140' RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: 1. SOUTH 89°30'26" EAST, A DISTANCE OF 4.97 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; 2. NORTHEASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 56.07 FEET, A CENTRAL ANGLE OF 64°14'59", AND A CHORD BEARING AND DISTANCE OF NORTH 58°22'04" EAST, 53.18 FEET; 3. SOUTH 89°30'26" EAST, A DISTANCE OF 367.20 FEET TO A POINT OF CURVATURE; 4. EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,570.00 FEET, AN ARC LENGTH OF 647.04 FEET, A CENTRAL ANGLE OF 14°25'30", AND A CHORD BEARING AND DISTANCE OF NORTH 83°16'49" EAST, 645.33 FEET; 5. NORTH 76°04'04" EAST, A DISTANCE OF 795.54 FEET; THENCE LEAVING SAID LINE SOUTH 16°35'41" WEST, A DISTANCE OF 538.07 FEET; THENCE SOUTH 02°51'22" WEST, A DISTANCE OF 1,446.88 FEET; THENCE SOUTH 14°39'02" WEST, A DISTANCE OF 34.21 FEET; THENCE SOUTH 25°15'11" EAST, A DISTANCE OF 626.56 FEET; THENCE SOUTH 12°09'05" WEST, A DISTANCE OF 947.33 FEET; THENCE SOUTH 04°41'16" EAST, A DISTANCE OF 1,473.65 FEET; THENCE NORTH 78°21'22" WEST, A DISTANCE OF 395.52 FEET; THENCE NORTH 52°28'44" WEST, A DISTANCE OF 88.98 FEET; THENCE SOUTH 83°41'37" WEST, A DISTANCE OF 242.64 FEET; THENCE NORTH 65°48'39" WEST, A DISTANCE OF 630.02 FEET; THENCE NORTH 75°46'16" WEST, A DISTANCE OF 456.42 FEET; THENCE NORTH 89°27'52" WEST, A DISTANCE OF 104.12 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (A 200' RIGHT-OF-WAY, 100' FROM CENTER OF RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1. NORTH 00°29'34" EAST, A DISTANCE OF 1,718.35 FEET; 2. SOUTH 89°30'26" EAST, A DISTANCE OF 10.00 FEET TO A 210' RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (110' FROM CENTER OF RIGHT-OF-WAY); 3. NORTH 00°29'34" EAST, A DISTANCE OF 864.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 178.705 ACRES, MORE OR LESS.

AND

ALL THAT PORTION OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOTS 1 AND 2, OF SECTION 19, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD - A 200' R/W); THENCE NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 8,671.21 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD (A 140' RIGHT-OF-WAY) FOR A POINT OF BEGINNING; THENCE CONTINUE, NORTH 00 DEGREES 29 MINUTES 34 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1,377.36 FEET; THENCE LEAVING SAID LINE SOUTH 89 DEGREES 30 MINUTES 26 SECONDS EAST, A DISTANCE OF 792.24 FEET; THENCE SOUTH 47 DEGREES 17 MINUTES 26 SECONDS EAST, A DISTANCE OF 1,209.82 FEET; THENCE SOUTH 13 DEGREES 55 MINUTES 56 SECONDS EAST, A DISTANCE OF 355.04 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1. THENCE SOUTH 76 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 778.68 FEET TO A POINT OF CURVATURE; 2. THENCE 611.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTH, HAVING A RADIUS OF 2,430.00 FEET, DELTA 14 DEGREES 25 MINUTES 30 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 83 DEGREES 16 MINUTES 49 SECONDS WEST, 610.18 FEET; 3. THENCE NORTH 89 DEGREES 30 MINUTES 26 SECONDS WEST, A DISTANCE OF 367.20 FEET TO A POINT OF CURVATURE; 4. THENCE 78.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, DELTA 90 DEGREES 00 MINUTES 00 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 44 DEGREES 30 MINUTES 26 SECONDS WEST, 70.71 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 AND THE POINT OF BEGINNING.

CONTAINING 44.487 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

7. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: Florida Hospital Zephyrhills, Inc.
   DRI Entitlements: 90,000 square feet of medical office entitlements and 100 hospital bed entitlements
   Parcel: Parcel O2 (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1A

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

2010125591

Rcpt:1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 796

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Parcel O2

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to FLORIDA HOSPITAL ZEPHYRHILLS, INC., a Florida corporation, maintaining a principal place of business of business of 7050 Gall Boulevard, Zephyrhills, Florida 33541 ("FHZ") for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 90,000 square feet of medical office entitlements and 100 beds of hospital entitlements pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as Parcel O2, as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This assignment shall only become effective once the Resolution Adopting an Amended, Consolidated, and Restated Development Order Approving, with Conditions, the Wiregrass Ranch Development of Regional Impact No. 260, scheduled for adoption by the Pasco County Board of County Commissioners at a public hearing on September 7, 2010, is effective and no longer subject to appeal or challenge.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to Parcel O2.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter

Print: William H Porter

Title: President

Date: 9/1/2010

Witness: Scott Sheridan

Printed Name: Scott Sheridan

Witness: William W. Merrill III

Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is □ personally known to me, or ☒ produced FL DL P636-928-52-453 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By: David J. Evans

Print: David J. Evans

Title: Manager

Date: Sept 1, 2010

Witness: Scott Sheridan

Printed Name: Scott Sheridan

Witness: William W. Merrill III

Printed Name: William W. Merrill III

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is □ personally known to me, or ☒ produced E152-170-49-296-0 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL O2

THAT PORTION OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 AND GOVERNMENT LOTS 1, 2 AND 3 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE NORTH 00°40'56" EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 322.23 FEET; THENCE LEAVING SAID LINE, NORTH 89°59'11" EAST, A DISTANCE OF 109.20 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581, (BRUCE B. DOWNS BOULEVARD, BASED ON THE RIGHT-OF-WAY CONTROL SURVEY FOR COUNTY ROAD 581 SEGMENT 405492 1 PREPARED BY ECHEZABAL & ASSOCIATES, INC., FINAL DATE 7/21/05 AND THE POINT OF BEGINNING; THENCE NORTH 00°29'34" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 A DISTANCE OF 1,303.00 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 7602, PAGE 620, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID LANDS SOUTH 89°27'52" EAST, A DISTANCE OF 104.12 FEET; THENCE SOUTH 75°46'16" EAST, A DISTANCE OF 456.42 FEET; THENCE SOUTH 65°48'39" EAST, A DISTANCE OF 630.02 FEET; THENCE NORTH 83°41'37" EAST, A DISTANCE OF 242.64 FEET; THENCE SOUTH 52°28'44" EAST, A DISTANCE OF 88.98 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 5300, PAGE 1713; THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 5300, PAGE 1713, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA SOUTH 17°08'23" EAST, A DISTANCE OF 406.24 FEET; THENCE SOUTH 08°35'31" WEST, A DISTANCE OF 55.29 FEET; THENCE SOUTH 20°56'46" EAST, A DISTANCE OF 187.10 FEET; THENCE SOUTH 01°11'14" EAST, A DISTANCE OF 132.14 FEET; THENCE SOUTH 08°18'53" WEST, A DISTANCE OF 85.50 FEET; THENCE SOUTH 04°23'06" EAST, A DISTANCE OF 250.82 FEET; THENCE SOUTH 01°25'46" WEST, A DISTANCE OF 103.27 FEET; THENCE SOUTH 00°47'20" EAST, A DISTANCE OF 88.53 FEET; THENCE SOUTH 01°41'15" EAST, A DISTANCE OF 100.25 FEET; THENCE SOUTH 31°35'03" WEST, A DISTANCE OF 206.97 FEET; THENCE SOUTH 25°56'27" WEST, A DISTANCE OF 75.83 FEET; THENCE NORTH 72°07'45" WEST, A DISTANCE OF 281.75 FEET; THENCE NORTH 13°08'45" EAST, A DISTANCE OF 364.40 FEET; THENCE NORTH 88°33'55" WEST, A DISTANCE OF 372.54 FEET; THENCE NORTH 65°48'44" WEST, A DISTANCE OF 215.81 FEET; THENCE NORTH 77°35'12" WEST, A DISTANCE OF 83.05 FEET; THENCE NORTH 86°50'56" WEST, A DISTANCE OF 477.21 FEET; THENCE SOUTH 00°22'35" WEST, A DISTANCE OF 104.74 FEET; THENCE SOUTH 03°46'07" EAST, A DISTANCE OF 62.94 FEET; THENCE SOUTH 16°52'44" EAST, A DISTANCE OF 98.01 FEET; THENCE SOUTH 03°44'29" EAST, A DISTANCE OF 74.82 FEET; THENCE SOUTH 89°59'10" WEST, A DISTANCE OF 220.76 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581; THENCE NORTH 00°29'34" EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 469.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.533 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

8. Assignment of Wiregrass DRI Entitlements dated 09/01/2010 (as per attached)
   Assignor(s): Wiregrass Ranch, Inc., and Locust Branch, LLC
   Assignee: The District Board of Trustees of Pasco-Hernando Community College, Florida, a political subdivision of the State of Florida
   DRI Entitlements: 700 full time equivalent student entitlements
   Parcel: A portion of Parcel M18 and a portion of Parcel M13 (as more particularly described in attached metes and bounds legal description)
   Phase: Phase 1A

20100125592

Rcpt:1323704 Rec: 35.50
DS: 0.00 IT: 0.00
09/01/10 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
09/01/10 01:29pm 1 of 4
OR BK 8410 PG 800

Prepared by and return to:
G. Matthew Brockway, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Portions of Parcel M18 and Parcel M13

This ASSIGNMENT OF WIREGRASS DRI ENTITLMENTS (the "Assignment"), is made as of September 1, 2010, from WIREGRASS RANCH, INC., a Florida corporation, maintaining a principal place of business of 9927 Preakness Stakes Way, Dade City, Florida 33525 ("Wiregrass") and LOCUST BRANCH, LLC, a Florida limited liability company, maintaining a principal place of business at 201 N. Franklin Street, Suite 2000, Tampa, Florida 33602 ("Locust Branch") to The District Board of Trustees of Pasco-Hernando Community College, Florida, a political subdivision of the State of Florida ("PHCC"), for the benefit of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference.

RECITALS:

WHEREAS, on July 17, 2007, Pasco County approved the Wiregrass Ranch Development of Regional Impact #260 Development Order through the adoption of Resolution No. 07-291, which was subsequently amended through the adoption of Resolution No. 08-06 (the Wiregrass Ranch Development of Regional Impact #260 Development Order, as amended, is referred to as the "DRI Development Order");

WHEREAS, Wiregrass is the Applicant/Owner under the DRI Development Order, and Wiregrass has designated Locust Branch as the Developer of Record for the Wiregrass Ranch DRI ("Wiregrass Ranch"); and

WHEREAS, pursuant to Section 4.e of the DRI Development Order, Wiregrass, as the Applicant/Owner, controls the allocation and assignment of the phased entitlements to specific geographic parcels within Wiregrass Ranch by way of a written "Assignment of Wiregrass DRI Entitlements".

NOW THEREFORE, pursuant to Section 4.e of the DRI Development Order issued pursuant to Section 380.06, Florida Statues, Wiregrass, as Applicant/Owner under the DRI Development Order, and Locust Branch, as Developer of Record for Wiregrass Ranch, hereby assign 700 full-time equivalent student entitlements for use as a community college pursuant to Phase 1 of the DRI Development Order for use on that certain real property located within Wiregrass Ranch known as portions of Parcel M18 and Parcel M13, as more particularly identified and described by the metes and bounds legal description on Exhibit "A", attached hereto and incorporated herein by reference.

This assignment shall only become effective once the Resolution Adopting an Amended, Consolidated, and Restated Development Order Approving, with Conditions, the Wiregrass Ranch Development of Regional Impact No. 260, scheduled for adoption by the Pasco County Board of County Commissioners at a public hearing on September 7, 2010, is effective and no longer subject to appeal or challenge.

This Assignment cannot be transferred, assigned, hypothecated, or alienated, in whole or in part, to any other property without the joinder of Wiregrass and Locust Branch, or their respective successors and assigns.

This Assignment is made subject to the DRI Development Order, as it may be amended from time to time, and other existing rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements that govern and apply to Parcel M18 and M13.

This Assignment is made without waiving, releasing, or prejudicing any rights or remedies that Wiregrass or Locust Branch may possess, or that may exist or be pursued under any law or applicable existing or future development orders, development permits, rezonings, approvals, contracts, assignments, covenants, and other regulatory documents and agreements, and such rights and remedies are hereby expressly reserved to and for Wiregrass and Locust Branch.

{SIGNATURES ON FOLLOWING PAGE}

OWNER/APPLICANT

Wiregrass Ranch, Inc.,
a Florida corporation

By: William H. Porter
Print: William H. Porter
Title: President
Date: 9/1/2010

Witness: [signature]
Printed Name: SCOTT SHERIDAN

Witness: [signature]
Printed Name: WILLIAM W. MERRIWITT

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by William H. Porter, as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the same. He is □ personally known to me, or ☒ produced FLDL P636-928-52-453-8 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

DEVELOPER OF RECORD

Locust Branch, LLC,
a Florida limited liability company

By: [signature]
Print: David J. Evans
Title: Manager
Date: Sep. 1, 2010

Witness: [signature]
Printed Name: SCOTT SHERIDAN

Witness: [signature]
Printed Name: WILLIAM W. MERRIWITT

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 1st day of September, 2010, by David J. Evans, as Manager of Locust Branch, LLC, a Florida limited liability company, on behalf of the same. He is □ personally known to me, or ☒ produced FLDL E152-170-49-296-8 as identification.

By: Patrice A. Wallace
Notary Public, State of Florida

Print: _____

My Commission Expires: _____

PATRICE A. WALLACE
MY COMMISSION # DD 651231
EXPIRES: March 15, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF PORTIONS OF PARCEL M18 AND PARCEL M13

THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, SAID CORNER BEING THE COMMON CORNER OF SECTIONS 28, 29, 32 AND 33, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SECTION 29 THE FOLLOWING TWO (2) COURSES: 1. NORTH 89°46'18" WEST, A DISTANCE OF 2,647.65 FEET TO THE SOUTH 1/4 CORNER OF SECTION 29; 2. NORTH 89°58'04" WEST, A DISTANCE OF 144.45 FEET; THENCE LEAVING SAID LINE, NORTH 00°06'28" EAST, A DISTANCE OF 330.06 FEET; THENCE NORTH 20°01'02" WEST, A DISTANCE OF 408.18 FEET; THENCE NORTH 48°19'03" WEST, A DISTANCE OF 283.03 FEET TO A POINT ON THE NORTHEASTERLY LINE OF PARCEL M12 AS DESCRIBED IN O.R. BOOK 6179, PAGE 783 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE NORTH 50°42'55" WEST, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL M12 A DISTANCE OF 1,139.21 FEET; THENCE LEAVING SAID LINE NORTH 42°31'25" EAST, A DISTANCE OF 1,159.01 FEET; THENCE NORTH 31°25'50" EAST, A DISTANCE OF 193.01 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 21.55 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 679.00 FEET, A CENTRAL ANGLE OF 01°49'05", AND A CHORD BEARING AND DISTANCE OF NORTH 32°20'23" EAST 21.55 FEET; THENCE NORTH 56°45'05" WEST, A DISTANCE OF 48.18 FEET; THENCE NORTH 33°45'37" EAST, A DISTANCE OF 150.56 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY 487.08 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 36°00'36", AND A CHORD BEARING AND DISTANCE OF NORTH 51°45'55" EAST 479.11 FEET; THENCE NORTH 69°46'13" EAST, A DISTANCE OF 104.92 FEET TO THE POINT ON A NON-TANGENT CURVE TO THE LEFT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MANSFIELD BOULEVARD (A 140 FOOT RIGHT-OF-WAY) AS DESCRIBED IN O.R. BOOK 7802, PAGES 561 & 570 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1. SOUTHEASTERLY 1,306.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,070.00 FEET, A CENTRAL ANGLE OF 69°57'26", AND A CHORD BEARING AND DISTANCE OF SOUTH 51°24'13" EAST 1,226.80 FEET; 2. SOUTH 86°22'56" EAST, A DISTANCE OF 184.91 FEET TO THE INTERSECTION OF THE WESTERLY LINE OF A A HIGH SCHOOL 120' ACCESS PARCEL AS DESCRIBED IN O.R. BOOK 5834, PAGE 826 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE WESTERLY LINE OF SAID ACCESS PARCEL, SOUTH 02°23'47" WEST, A DISTANCE OF 528.96 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF A HIGH SCHOOL PARCEL AS DESCRIBED IN O.R. BOOK 5834, PAGE 826 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID LINE SOUTH 75°15'08" WEST, A DISTANCE OF 1,105.62 FEET; THENCE SOUTH 41°40'57" WEST, A DISTANCE OF 878.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.565 ACRES, MORE OR LESS.

Exhibit Q

Wiregrass Ranch DRI No. 260
Assignments of Wiregrass DRI Entitlements
As of September 7, 2010

For convenience of reference, Section 4.e as set forth in the Original DO as amended by the DO Amendment (Resolution 07-291 adopted on July 17, 2007, as amended by Resolution 08-06 adopted on October 9, 2007) states as follows:

e. Assignment of DRI Entitlements. Because the DRI entitlements authorized in this DO are not geographically assigned to specific development parcels within the DRI, the Applicant/Owner shall control the allocation and assignment of the phased entitlements to specific geographic parcels within the DRI Property, by written instrument executed by an authorized officer of Applicant/Owner. Prior to the issuance of any preliminary plan/ preliminary site plan within the DRI, the plan applicant must provide to the County an original, executed "Assignment of Wiregrass DRI Entitlements" that (i) specifically identifies the type and number of entitlements assigned to the specific DRI parcel(s) that is the subject of the permit application (i.e., 100,000 sf office use entitlements for Parcel 0-3); (ii) specifically states the DRI phase for which said entitlements are assigned (i.e., Phase 1, 2 or 3); and (iv) [sic] is dated, executed by the Applicant/Owner, and notarized. All such assignments of entitlements shall be reported in the next biennial report for the DRI.

#260

King
ENGINEERING ASSOCIATES, INC.

SERVICES
Civil Engineering
Environmental Engineering
Transportation Planning & Engineering
Pavement Management
Land Planning
Ecological Services
Surveying & Mapping
Construction Management
GIS Mapping
Landscape Architecture
(FL #LC26000183)

OFFICE LOCATIONS

FLORIDA
Jacksonville
Sarasota
Tampa

TEXAS
Austin

October 28, 2009

Ms. Cynthia Spidell
Pasco County
7530 Little Road, Suite 320
New Port Richey, FL 34654

Re: Wiregrass Land Use Exchange

Dear Cynthia:

Pursuant to the Wiregrass Ranch DRI #260 adopted Development Order Conditions 5.c.2, please accept this as official notice of the Master Developer's intent to utilize the Land Use Equivalency Matrix. Specifically, the Master Developer is proposing to exchange 34 single family units in Phase 3 to 9,180 square feet of medical office (34 units x .27 x 1,000 s.f.). As also allowed within Development Order Condition 4.a, the 9,180 square feet of medical office use shall also be advanced to Phase 1 as an approved "Employment Center". The proposed exchange and advancement of these employment center entitlements are necessary to provide the proposed Wesley Chapel Medical Center hospital with the total entitlements needed in Phase 1 to construct the hospital and medical offices.

As required, by copy of this letter, the developer is hereby notifying the Florida Department of Community Affairs (DCA) and the Tampa Bay Regional Planning Council (TBRPC) of the proposed exchange for their review and comment. We would respectfully request the TBRPC and DCA comment within 14 days as indicated in the Development Order in order to receive Pasco County approval in a timely manner and not delay the hospital.

We trust that you will find our request consistent with both the Development Order conditions and the Land Use Exchange Matrix (Exhibit F), however, should you have any questions, please do not hesitate to call either Bill Merrill at 941-366-8100 or myself at 813-880-8881. Upon your approval, we will report the stated exchange within the next biennial report.

Sincerely,

Scott D. Sheridan, RLA
Sr. Vice President

cc: Chris Wiglesworth, DCA
John Meyer, TBRPC
Dawn Sutton, Pasco County
Mary Thomas, Pasco County
J.D. Porter, Wiregrass Ranch, Inc.
David Evans, Wiregrass Ranch, Inc.
William Merrill, Esq., Icard Merrill et al.
File: 3778-002-000

4921 Memorial Highway
One Memorial Center
Suite 300
Tampa, Florida 33634
phone 813.880.8881
fax 813.880.8882
Pasco 727.846.0904

260

PASCO COUNTY, FLORIDA

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

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

CERTIFIED MAIL NO. 7004 1160 0000 4438 5975
RETURN RECEIPT REQUESTED

October 10, 2007

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

RE: Wiregrass - Development of Regional Impact (#260)
Development Order Amendment

Dear Mr. Meyer:

Enclosed please find a certified copy of the Wiregrass Development of Regional Impact #260 Development Order Amendment (Resolution No. 08-06), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. This amended development order was approved by the Pasco County Board of County Commissioners on October 9, 2007.

Sincerely,

Jennifer Boham

Jennifer Boham
Planner I

Enclosure

BY THE BOARD OF COUNTY COMMISSIONERS **RESOLUTION NO.** 08-06

WIREGRASS RANCH DEVELOPMENT OF REGIONAL IMPACT/DEVELOPMENT ORDER AMENDMENT

A RESOLUTION AMENDING EXHIBIT I OF THE WIREGRASS RANCH DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER (RESOLUTION NUMBER 07-291) IN RESPONSE TO AN APPEAL FILED BY THE DEPARTMENT OF COMMUNITY AFFAIRS; CLARIFYING REQUIREMENTS FOR THE PHASES 2 AND 3 PROPORTIONATE SHARE MITIGATION.

WHEREAS, on July 17, 2007, the Pasco County Board of County Commissioners adopted Resolution No. 07-291 approving a Development Order for the Wiregrass Ranch Development of Regional Impact (the "Wiregrass Development Order"); and,

WHEREAS, on September 14, 2007, the Department of Community Affairs ("DCA") filed a Petition for Appeal of the Wiregrass Development Order; and,

WHEREAS, the primary basis for the appeal was the lack of requirements in the Wiregrass Development Order for the identification of the Phase 2 and 3 proportionate share transportation mitigation for the Wiregrass Ranch DRI; and,

WHEREAS, Pasco County and the Wiregrass Ranch DRI Applicant/Owner dispute the allegations set forth in the Petition for Appeal; however, Pasco County and the Wiregrass Ranch DRI Applicant/Owner agreed to enter into an agreement with DCA pursuant Section 380.032(3), Florida Statutes to amicably resolve the concerns raised by DCA in the Petition for Appeal; and,

WHEREAS, on September 25, 2007, the Board of County Commissioners approved the Section 380.032(3) agreement with the DCA (the "DCA Agreement"), which requires the Board of County Commissioners to amend the Wiregrass Development Order, and specifically Note 1 to Exhibit I, to add additional requirements relating to the identification of the Phase 2 and 3 proportionate share mitigation, as more specifically set forth in the DCA Agreement (the "Development Order Amendment"); and,

WHEREAS, the DCA Agreement also requires DCA to dismiss with prejudice the Petition for Appeal within five (5) days of Pasco County rendering the Development Order Amendment, and waives any appeal of the Development Order Amendment, provided the Development Order Amendment complies with the DCA Agreement; and,

WHEREAS, the DCA Agreement also acknowledges that the Development Order Amendment does not require a Notice of Proposed Change ("NOPC") or any additional regional review; and,

WHEREAS, the Board of County Commissioners finds that the utilization of the Phase 2 and 3 proportionate share for facility or mobility improvements that benefit the Strategic Intermodal System, and specifically I-75 from the I-75/I-275 apex north to S.R. 52 or S.R. 54/56 east of U.S. 41, is (a) in the best

interests of the citizens and businesses of Pasco County, the State of Florida, and the Wiregrass Ranch DRI, (b) consistent with the priorities established by Section 339.61(2), Florida Statutes, and (c) consistent with Pasco County's Comprehensive Plan financial feasibility requirements pursuant to Section 163.3177, Florida Statutes; and,

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

WHEREAS, The Board of County Commissioners scheduled and held a public hearing on the Development Order Amendment on October 9, 2007; and

WHEREAS, notice of the public hearing was published in accordance with state law; and

WHEREAS, at the public hearing, all parties and members of the general public were afforded the opportunity to present evidence and argument on all issues; and

WHEREAS, the Board of County Commissioners has reviewed the Development Order Amendment, as well as all related testimony and evidence submitted by each party and members of the general public.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Pasco County in regular session, duly assembled this 9th day of October, 2007, that:

The Development Order Amendment for the Wiregrass Ranch DRI, as set forth below, is hereby adopted by the Board of County Commissioners.

WIREGRASS RANCH DEVELOPMENT ORDER AMENDMENT

1. Introduction. This Resolution shall constitute an amendment to the Wiregrass Development Order.
2. General Findings of Fact. The Board of County Commissioners makes the following findings of fact:

    a. The foregoing Whereas clauses are hereby incorporated as Findings of Fact.

    b. The Board of County Commissioners has received and considered various other reports and information including, but not limited to, the memorandums and attachments from the Pasco County Attorney's Office relating to the DCA Agreement and the Development Order Amendment.

3. Conclusions of Law.

    The Board of County Commissioners hereby finds as follows:

    a. This Development Order Amendment is consistent with the applicable provisions of the Pasco County Land Development Code (local land development regulations).

    b. This Development Order Amendment is consistent with the applicable provisions of the adopted Pasco County Comprehensive Plan (the Comprehensive Plan).

    c. This Development Order Amendment is consistent with the applicable provisions of the adopted State Comprehensive Plan.

e. This Development Order Amendment is not subject to a Notice of Proposed Change or additional regional review pursuant to Chapter 380, Florida Statutes.

f. This Development Order amendment is consistent with the DCA Agreement and applicable state law.

4. Order.

Having made the above Findings of Fact and drawn the above conclusions of law, it is ordered that the Wiregrass Development Order, and specifically Exhibit I of the Wiregrass Development Order, is hereby amended as follows:

a. Revised pages 3-7 of Exhibit I, dated September 24, 2007, and attached hereto, which reflect the requirements of the DCA Agreement, are hereby approved and adopted as part of the Wiregrass Development Order. These revised pages 3-7 of Exhibit I supersede pages 3-7 of Exhibit I previously adopted by Resolution 07-291.

b. All remaining pages of Exhibit I, as well as the remainder of the Wiregrass Development Order (Resolution 07-291), shall remain in full force and effect.

5. Notice of Adoption.

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

b. The Clerk of the Board of County Commissioners shall return five (5) signed and certified copies of this Resolution and the Notice of Adoption, and one 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.

c. This Resolution/Development Order Amendment shall be deemed rendered upon transmittal of copies to all recipients in accordance with Rule 9J-2, Florida Administrative Code.

DONE AND RESOLVED this 9th day of October, 2007.

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF PAGE(S) 1-10 OF ____ PAGES OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 9th day of Oct
JED PITTMAN, CLERK TO THE BOARD
BY: Elaine Hicks D.C.

(SEAL)

ATTEST:

JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

CHAIRMAN

WITNESSES:

Elaine H. Hicks

Connie B. Schrader

By: _____

Ann Hildebrand, Chairman

Print

APPROVED
OCT 09 2007

Its _____
Title

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

_____
ATTORNEY

EXHIBITS

REVISED EXHIBIT I

Exhibit "I"

Wiregrass DRI Transportation Mitigation Terms and Conditions:

1. The Owner/Applicant and the County have agreed on the specific pipeline projects required for Phase 1 as identified on Page 1 of this Exhibit I. The remaining pipeline project(s) for Phases 2 and 3 shall be determined by mutual agreement prior to the completion of Phase 1, or March 1, 2012, whichever is first to occur. The Phase 2 and 3 proportionate share shall be utilized for facility or mobility improvements in Pasco County that benefit one or more of the following roadway segments: (1) I-75 from the I-75/I-275 apex north to S.R. 52, or (2) S.R. 54/56 east of U.S. 41. Prior to the County authorizing the commencement of development for Phases 2 and 3, the specific Phase 2 and 3 improvements shall be identified through the filing of a NOPC and development order amendment. The improvements shall be consistent with s. 163.3180(12), F.S., and the schedule of capital improvements in the comprehensive plan shall be amended at the next regularly scheduled update to include the improvements if they are not already in the schedule. The County has agreed to the total construction costs for all the pipeline projects, except for the Park and Ride Facility, for which a conceptual cost estimate only has been included on Page 1. The final agreed to construction costs for the Park and Ride Facility shall be set forth in the Development Agreement. To the extent the final proportionate share credit amount set forth on Page 1 of this Exhibit I and the DA, for the Phase 1 mitigation plan, is less than, or exceeds, the required proportionate share amount for Phase 1, then such credit excess (or shortfall) shall be applied to Phase 2, at the time the Phase 2 pipelines are established.

2. As reflected in the tables set forth on page 1 of this Exhibit I, Wiregrass DRI shall receive proportionate share credit for the pipeline projects to the extent, and as set forth, on Page 1 of this Exhibit I. All such credits shall be provided at the same cost as set forth in this Exhibit I (or the DA for the Park and Ride Facility), regardless of the actual cost of construction for such pipeline project.

3. The Phase 1 pipeline projects and proportionate share credit agreed to by Owner/Applicant and the County include the third and fourth lanes of some internal regional collector roadways (Porter, Mansfield, and Chancey) (the "Internal Collector Roadways"). These Internal Collector Roadways would not generally be considered by the County to be viable pipeline projects or proportionate share creditable, because (1) the Internal Collector Roadways were not identified as needed improvements in Exhibit H (the Proportionate Share Calculation Table), and (2) the Internal Collector Roadways are necessary to some extent for the internal development of the DRI. However, the County has agreed that it is in the public interest to include the third and fourth lanes of these roadways as pipeline projects and provide proportionate share credit for the cost of constructing the third and fourth lanes of these Internal Collector Roadways due to the following unique circumstances relating to the Wiregrass DRI: (1) the Wiregrass DRI is uniquely surrounded by 3 major arterial roadways and close to I-75, and the third and fourth lanes of the Internal Collector Roadways serve as parallel collectors to partially relieve congestion on the surrounding arterial and interstate network, (2) the Wiregrass DRI is uniquely surrounded by three existing Developments of Regional Impact with substantial existing development, (3) the Internal Collector Roadways serve unique public facilities provided by the Wiregrass DRI Owner/Applicant, including a National Tennis Center, a Government Services Building, a High School/Middle School site, 3 Elementary School sites, and potentially a 4th Elementary School site and Community College site, (4) the Wiregrass DRI contains land uses estimated to generate over 20,000 p.m. peak hour gross trips and over Five Hundred Million Dollars worth of proportionate share mitigation at buildout of Phases 1 through 3. Notwithstanding the foregoing, the County has specifically **not** provided any proportionate share credit or impact fee credit for the first two lanes of construction, or four lanes of right of way, for the Internal Collector Roadways, because the County has determined, consistent with prior policy and legislative declarations in the

Transportation Impact Fee Ordinance and Section 610.3 of the Land Development Code, that these portions of the Internal Collector Roadways are site access related improvements that primarily serve the internal development of the DRI. The County has additionally determined that the provision of proportionate share credit and impact fee credit for the third and fourth lanes of the Internal Collector Roadways shall not serve as a legal or policy precedent for any other DRI or non-DRI project that does not meet **all** of the unique criteria of the Wiregrass DRI as set forth in this paragraph.

4. The deadlines for provision of a letter of credit, bond, or other surety or guarantee acceptable to the County for each pipeline improvement are set forth in the tables contained on Page 1 of this Exhibit I and in the entitlement-related letter of credit/ bond/surety requirements set forth below, for each respective pipeline project. Similarly, the deadline for each construction commencement date is set forth therein. All construction completion deadlines shall be 18 months after the commencement of construction, unless extended in the DA by agreement of the County (based upon particular circumstances related to such pipeline).

5. Based upon a comparative analysis of expected trip generation versus levels of entitlements for various stages of development within Phase 1, Wiregrass DRI may proceed with the following:

   (i) Upon provision of the letter of credit, bond or other surety for pipelines #1, 2, 3, 4, and 5, plats (or construction plan approvals where no plat is required) may be procured for up to 1,380 single family units and 620 townhome units and C.O.'s may be procured for up to 800,000 sf retail space (not including the previously approved Wal-Mart store on Parcel C-2 or JC Penney store on Parcel C-6) or equivalent p.m. peak hour trips allowed pursuant to the DO and Equivalency Matrix; and

   (ii) Upon provision of the letter of credit, bond or other surety for pipelines #1-6, inclusive, and provision of the required easement agreement for mitigation item #11, plats (or construction plan approvals where no plat is required) may be procured for up to 2,380 single family units, 620 townhome units and 1,000 multifamily units and construction plan approvals for up to 1,000,000 sf retail space (not including the previously approved Wal-Mart store on Parcel C-2 or JC Penney store on Parcel C-6) or equivalent p.m. peak hour trips allowed pursuant to the DO and Equivalency Matrix; and

   (iii) Upon provision of the letter of credit, bond or other surety for all Phase 1 pipelines, other than item #10 (which is a per-trip fee), and provision of the required easement agreement for item #11, plats/construction plan approvals may be procured for up to the total, aggregate Phase 1 entitlements.

   Notwithstanding the foregoing, there is no limitation on the timing (including the advancement within Phase 1 or from Phase 2 or Phase 3 forward) of any specifically approved Town Center, Office/Employment Center, or other Limited Exemption entitlements authorized by this DO and the County's Concurrency Management Ordinance.

6. Provided the Applicant/Owner (or its designee) meets all deadlines required on page 1 of this Exhibit I and the entitlement-related letter of credit/bond/surety requirements set forth above (unless otherwise provided in the zoning approval for any project set forth below), then the following interim projects are authorized: (i) Parcel C-2 may receive C.O.'s upon completion of the previously-approved FDOT/Wal-Mart interim improvements; (ii) Parcel C-6 may receive C.O.'s upon completion of SR 56 from SR 581 to the Parcel C-6 commercial entrance, including the 56/581 intersection improvements (per approved FDOT plans); (iii) Parcel(s) S1 and/or S3 may receive up to 1,000 platted residential units upon completion of Chancey Road (4 lanes) from SR 581 to the S1 entrance; and (iv) Parcel(s) S1 and/or S3 may receive up to 1,000 additional platted residential units upon completion of Mansfield Blvd. (4 lanes from SR 56 past the

high school entrance, and two lanes south to Meadow Pointe subdivision). Such interim projects are also subject to all applicable zoning, plan approval, and other County Development Order, Land Development Code, Code of Ordinance and Comprehensive Plan requirements, as well as any requirements imposed by the Florida Department of Transportation and other agencies with jurisdiction.

7. The Phase 1 pipeline projects for SR 56 require the Applicant/Owner (or its designee) to add lanes 3 through 6 (Pipeline #2, from SR 581 to Porter Blvd.) and lanes 3 and 4 (Pipeline #3, from Porter Blvd. to Meadow Pt. Blvd.) to an existing DO and DA obligation of Wesley Chapel Lakes DRI to build the first 2 lanes of SR 56 through Wiregrass DRI. Therefore, Wiregrass DRI has been provided no proportionate share credit for the first 2 lanes of SR 56 (a credit reduction of $33,505,814). Notwithstanding approval of this DO, Wesley Chapel Lakes DRI shall remain legally obligated for the complete cost of construction of the first 2 lanes of SR 56, the necessary SR56/SR581 intersection improvements, and the necessary SR 56/Meadow Pointe Boulevard intersection improvements, and shall only receive proportionate share and impact fee credits therefor, as limited by and set forth in the DO and DA for Wesley Chapel Lakes DRI. Commencement of pipeline #2 (S.R. 56-581 to Porter) shall constitute commencement of pipeline #3 (S.R. 56-Porter to Meadow Pointe Blvd.).

   In the event Wiregrass DRI elects to construct the first 2 lanes pursuant to the existing SR 56 Road Agreement between and among Wiregrass DRI, Wesley Chapel Lakes DRI, and the County, Wiregrass DRI reserves the right to negotiate for a cost contribution from Wesley Chapel Lakes DRI for the initial 2 lanes of SR 56, the SR 56/SR 581 intersection, and the SR 56/Meadow Pointe Boulevard intersection, up to the full amount of the proportionate share (FDOT cost) credit reduction that has been made by the County to Wiregrass DRI. Absent a mutual agreement between Wiregrass DRI and Wesley Chapel Lakes DRI for such 2 lane contribution amount, and intersection contribution amounts, Wiregrass DRI shall not be obligated to construct the initial 2 lanes or the intersections under this DO, but shall be required to add the additional lanes (beyond 2 lanes) pursuant to this DO, when Wesley Chapel Lakes DRI fulfills its DO/DA obligations. Provided, however, in no event shall Wiregrass DRI be relieved of any of the deadlines or letter of credit/bond/surety requirements for S.R. 56, or the SR 56/581 intersection, set forth in this Exhibit I.

8. The cost basis for the proportionate share obligation and for each pipeline is set forth on page 1 of this Exhibit I. With respect to FDOT projects, the October 2006 cost estimates published by FDOT District 7 have been utilized, as required by FDOT and the County. The Phase 2 and Phase 3 proportionate share amounts on Page 1 of this Exhibit I (as adjusted pursuant to Note 1 above) shall be inflated to the time of payment and/or project identification using the indexing rates of Pasco County's Transportation Impact Fee Ordinance. The Phase 1 developer construction projects shall be constructed by developer regardless of actual cost. However, in the event the FDOT-published construction cost figures utilized herein for the current DRI proportionate share calculations are decreased subsequent to adoption of this DO, then the Applicant/Owner shall have the right to recalculate the required proportionate-share mitigation amount for Phase 2 and 3 only (as adjusted pursuant to Note 1 above), based upon such adjusted FDOT cost figures. Any required adjustment shall be substituted as Exhibits H and I to this DO, after approval thereof by the County, and reflected by appropriate amendment(s) to any related DA for Wiregrass Ranch DRI.

9. Impact fee credits will be provided based upon the applicable percentage of the total construction cost amount set forth on page 1 of this Exhibit I, or actual cost, whichever is less, subject to the requirements of the DA and the Transportation Impact Fee Ordinance. No fee credits shall be acknowledged by the County for any developer, builder, or parcel buyer within Wiregrass DRI except upon presentation by such party of a written, executed, and notarized assignment of impact fee credits from the legal entity that owns/holds such credits. Notwithstanding anything to the contrary in this Exhibit I, no impact fee credits

shall be provided for the FDOT and County required Wal-Mart interim improvements required pursuant to the FDOT Settlement Agreement and prior County approvals for Wal-Mart, nor for the prior interim improvements made for the JC Penney store. The CIP allocations for the fee credits, including recognition of the prior impact fees already paid for the JC Penney store, shall be addressed in the DA. Phase 1 pipeline #3 (SR 56 from Porter Blvd to Meadow Pointe Blvd) shall receive 50% impact fee credit for the on-site portion and 100% credit for the off-site portion, subject to the above provisions. Impact fee credits for pipeline project #1 (the 56/581 intersection) shall be reduced by any impact fee credits provided to the Wesley Chapel Lakes DRI or the Seven Oaks DRI for their required contributions to said project.

10. The Office/Employment Center (EC) and Town Center (TC) credit assumes such entitlements comply with the LDC criteria for TND Town Center and Corporate Business Park/Targeted Primary Businesses/Industrial Use portion of Employment Center. Failure to develop any portion of the foregoing entitlements in accordance with such criteria shall require payment of a pro rata share of (or identification of a mitigation pipeline for) the proportionate share to Pasco County, which shall be applied toward one or more of the improvements in Exhibit H (the Proportionate Share Calculation table) or toward alternate road or mobility improvements that benefit the improvements in Exhibit H. The portion of the foregoing entitlements that complies with such criteria is responsible only for the payment of transportation impact fees to address their proportionate share obligation, subject to any incentives granted pursuant to the Pasco County Economic Development Incentive Ordinance. Pasco County shall address the proportionate share obligation for compliant EC and TC entitlements through the application of transportation impact fees or other revenue sources toward one or more of the improvements listed in Exhibit H (the Proportionate Share Calculation Table) or toward alternate road or mobility improvements that benefit the improvements in Exhibit H.

11. The alignment for SR 581 through Wiregrass DRI shall be mutually agreed by the Applicant/Owner and the County, and is subject to FDOT approval and permitting. The County agrees that impacts to wetlands shall be avoided where practical, provided that FDOT and County road design requirements can be met, and provided that the alignment is flexible to allow Wiregrass DRI to maximize the feasibility and marketability of frontage parcels along the SR 581 re-alignment (due to the increased quantity of donated right-of-way acreage that is required for such re-alignment). The County also agrees to support the request for signalization at the Porter Blvd. and SR 581/Loop Rd. intersections at SR54, subject to the FDOT design approval and permitting process for such pipeline. No frontage road system will be required within Wiregrass DRI for the SR 581 re-alignment, due to the increased quantity of donated right-of-way that is required for such pipeline, provided however, that appropriate interconnects will be required between adjacent parcels.

12. The Phase 1 SR 54 Right-of-Way fund contribution (Curley Road to Morris Bridge Road) shall be made on a per-trip basis, at the rate of $576.57 per trip ($5,000,000/8,672 Phase 1 peak hour trips), payable at the same time as transportation impact fees through the completion of Phase 1 entitlements, but in any event prior to December 31, 2016. No bond or surety is required for this mitigation item.

13. With respect to the Phase 1 CR 54 pipeline #6 project, the County will be responsible for all design and permit approvals and right-of-way acquisition (this cost already has been deducted from the pipeline credit amount to Wiregrass DRI, which is obligated for construction costs, only, as to this pipeline project). Wiregrass DRI will be required to commence construction by 10/01/12 or 6 months following acquisition of all right-of-way and design/permit approvals by the County, whichever is later. Letter of credit, bond, or other surety shall be provided prior to October 1, 2009.

14. The Park & Ride Facility (item #11) for Phase 1 may be located by the Applicant/Owner within any DRI parcel that borders existing SR 581. The facility shall consist of 150 parking spaces to be designed, permitted and constructed by Applicant/Owner, or its designee. The facility must have reasonable access to SR 581, but need not directly abut SR 581. Fee simple ownership and use of the land containing the facility may remain titled in owner or its designee, and a permanent, non-exclusive easement agreement for use of the 150 park-and-ride spaces, in favor of the County or its designated agency, shall suffice for dedication or provision of said facility as the required mitigation pipeline contemplated herein. The Park and Ride Facility shall also be made available to the Hillsborough Regional Transit Authority (HARTline), including, but not limited to, for HARTline routes 51X (the New Tampa/Pasco Express Route) and 52LX (the U.A.T.C./New Tampa/Pasco Limited Express Route).

15. To the extent funds from other sources become available in the County's Capital Improvement Program as a result of the commitment to construct the C.R. 54 widening project (project #6), the County may utilize such funds for improvements to I-75. The County may also utilize Phase 2 or Phase 3 proportionate share funds for improvements to I-75.

16. The DA shall incorporate the foregoing terms and conditions, and shall be materially consistent with this Exhibit I, and the related terms of the DO.

NOTICE OF ADOPTION

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

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No 08-09 dated October 9, 2007, has adopted an amendment to the development order for a Development of Regional Impact known as Wiregrass Ranch (Resolution No. 07-291). 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.

(SEAL)

ATTEST:

JED PITTMAN, CLERK

ANN HILDEBRAND, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED
OCT 09 2007

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

BY: _____
ATTORNEY

PASCO COUNTY, FLORIDA

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

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

CERTIFIED MAIL NO. 7004-1160-0000-4437-8366
RETURN RECEIPT REQUESTED

July 30, 2007

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

RE: Wiregrass Ranch - Development of Regional Impact # 260
Development Order

Dear Mr. Meyer:

Enclosed please find a certified copy of the Wiregrass Ranch Development of Regional Impact # 260, Development Order (Resolution No. 07-291), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes. This development order (DO) was approved by the Pasco County Board of County Commissioners on July 17, 2007. In addition, enclosed please find a copy of Pasco County Concurrency Management Ordinance (Ord. 06-36, BCC 11/21/04) and Agreement For Sale Wiregrass Ranch School Sites (3/16/04), as referenced in the DO.

Sincerely,

Michael LaSala, AICP
Senior Planner

Enclosures

BY BOARD OF COUNTY COMMISSIONERS ORDINANCE NO. 06-36

AN ACT TO BE ENTITLED

THE PASCO COUNTY CONCURRENCY MANAGEMENT ORDINANCE; AMENDING AND RESTATING SECTION 401 OF THE LAND DEVELOPMENT CODE RELATING TO COMPREHENSIVE PLAN CONSISTENCY DETERMINATIONS; AMENDING AND RESTATING SECTION 402 OF THE LAND DEVELOPMENT CODE RELATING TO THE CONCURRENCY MANAGEMENT SYSTEM; PROVIDING FOR AMENDED CONCURRENCY APPLICATION REQUIREMENTS; PROVIDING FOR AMENDED PROCEDURES, STANDARDS AND EXPIRATION PERIODS FOR CONCURRENCY LEVEL OF SERVICE CAPACITY DETERMINATIONS; PROVIDING FOR THE ESTABLISHMENT OF TRAFFIC IMPACT STUDY PROCEDURES AND GUIDELINES BY RESOLUTION; PROVIDING FOR AMENDED DE MINIMIS REQUIREMENTS FOR TRANSPORTATION CONCURRENCY AND TRAFFIC IMPACT STUDIES; PROVIDING FOR AMENDED MITIGATION REQUIREMENTS FOR TRANSPORTATION CONCURRENCY, INCLUDING PROPORTIONATE SHARE MITIGATION; PROVIDING FOR EXEMPTIONS AND LIMITED EXEMPTIONS; PROVIDING FOR VARIANCES; PROVIDING FOR APPEALS; AMENDING THE SPECIAL CONCURRENCY REVIEW AND PROCEDURES FOR THE U.S. 19 URBAN INFILL AND REDEVELOPMENT/CONCURRENCY AREA TO ENSURE CONSISTENCY WITH THE AMENDED CONCURRENCY MANAGEMENT REGULATIONS; PROVIDING FOR APPEALS; PROVIDING FOR ADDITIONAL AMENDMENTS TO SECTION 402 OF THE LAND DEVELOPMENT CODE TO ENSURE CONSISTENCY WITH THE PASCO COUNTY COMPREHENSIVE PLAN AND STATE LAW; AMENDING SECTIONS 319.9.B.2.d., 319.9.B.3., 319.9.D., 618.3, AND APPENDIX A TO ARTICLE 618 OF THE LAND DEVELOPMENT CODE TO ENSURE CONSISTENCY WITH THE AMENDED CONCURRENCY MANAGEMENT REGULATIONS AND TRAFFIC IMPACT STUDY GUIDELINES; PROVIDING FOR REPEALER, MODIFICATION, SEVERABILITY, INCLUSION IN CODE, APPLICABILITY, EFFECTIVE DATE AND RELATIONSHIP TO COMPREHENSIVE PLAN.

WHEREAS, on June 8, 2004, pursuant to Resolution No. 04-203, the Board of County Commissioners adopted "Guidelines and Review Fees for Traffic Impact Studies and Substandard Roads" to: (1) identify the transportation impact of land development proposals and develop appropriate mitigation strategies to offset the transportation impact of development, (2) ensure that substandard roads are analyzed for deficiencies and corrected or mitigated in connection with land development proposals, and (3) expedite the County's review of traffic impact studies for land development proposals (the "TIS Guidelines"); and

WHEREAS, the TIS Guidelines included payment of "proportionate share" as one of the appropriate mitigation strategies to offset the transportation impact of development; and

WHEREAS, in 2005, pursuant to Senate Bill 360, the Florida Legislature made substantial amendments to Florida's growth management legislation ("SB 360"), which included a requirement for local governments to enact concurrency management ordinances by December 1, 2006, that allow for "proportionate share" contributions from developers toward transportation concurrency requirements; and

WHEREAS, SB 360 also required the Florida Department of Transportation ("FDOT") to develop a model ordinance for proportionate fair-share contributions for use by local

governments, and on February 14, 2006, FDOT published the final edition of the "Model Ordinance for Proportionate Fair-Share Mitigation of Development Impacts on Transportation Corridors" (the "Model Ordinance"); and

WHEREAS, on June 27, 2006, the Board of County Commissioners ("Board") adopted Evaluation and Appraisal Report ("EAR") based amendments to the Pasco County Comprehensive Plan (the "EAR-Based Plan Amendments"); and

WHEREAS, the EAR-Based Plan Amendments included Transportation Element Policy 2.4.1. establishing revised level of service standards for all roadways functionally classified as collector and higher, and requiring the development of guidelines and procedures for measuring level of service for concurrency purposes; and

WHEREAS, the EAR-Based Plan Amendments included Transportation Element Policy 2.4.2. requiring consideration of other financing options to fund construction of additional capacity for the major roadway system to achieve minimum operating levels of service; and

WHEREAS, the EAR-Based Plan Amendments included Transportation Element Policies 2.5.1., 2.5.2., and 2.5.3, requiring the adoption of amended concurrency management regulations consistent with the TIS Guidelines and state law, allowing for proportionate share contributions to mitigate local and regionally significant traffic impacts, and requiring implementation and update of the TIS Guidelines; and

WHEREAS, the EAR-Based Plan Amendments included Future Land Use Element Policy 1.8.10 and Economic Development Element Policy 1.6.2 requiring the County, through the development review process, to ensure that adequate transportation capacity is available for present and future high paying employment generating land uses, such as office, industrial, and employment center uses, and Economic Development Objective 1.2 and Economic Development Policies 1.2.1., 1.2.2., 1.2.3., 1.2.4. and 1.2.5 recognizing the importance of promoting, and providing incentives to, Target Industries; and

WHEREAS, the EAR-Based Plan Amendments included Housing Element Policy 2.2.1 requiring the County to identify potential actions or programs that might be established to reduce the cost of compliance for affordable housing providers; and

WHEREAS, the EAR-Based Plan Amendments included Future Land Use Objective 1.8 and Policy 1.8.1. recognizing the need to facilitate transit oriented design and traditional neighborhood design to promote efficient urban growth patterns and to provide alternate modes of travel by providing a mix of transit-supportive uses, and

WHEREAS, the EAR-Based Plan Amendments included substantial amendments to the Comprehensive Plan Administration Element and Future Land Use Element relating to Comprehensive Plan consistency determinations; and

WHEREAS, on August 17, 2006, the Department of Community Affairs published a Notice of Intent to find portions of the EAR-Based Plan Amendments related to concurrency management not in compliance; and

WHEREAS, on September 11, 2006, the Board adopted a Compliance Agreement and Remedial Amendments to the Comprehensive Plan Administration Element, Transportation Element and Capital Improvements Element relating to concurrency management to address the Notice of Intent, and to adopt amended guiding policies for the County's concurrency management system (the "Remedial Amendments"); and

WHEREAS, the Board desires to adopt amended land development regulations relating to concurrency management and Comprehensive Plan consistency determinations, consistent with SB 360, the EAR-Based Plan Amendments, the Remedial Amendments, the Model Ordinance, and the TIS Guidelines; and

WHEREAS, the Board finds it in the public interest of Pasco County taxpayers, and in furtherance of future school concurrency requirements, to reserve concurrency capacity and to provide limited concurrency exceptions, to the extent allowed by law, for public schools and other governmental uses; and

WHEREAS, the Board finds it in the public interest and in furtherance of the EAR-Based Plan Amendments to reserve concurrency capacity and to provide limited concurrency exceptions, to the extent allowed by law, for affordable housing projects, Target Industry/Employment Center uses, and transit-oriented/traditional neighborhood design projects.

NOW, THEREFORE, the Board of County Commissioners hereby adopts the following amendments to the Pasco County Land Development Code which shall be collectively referred to as the "Pasco County Concurrency Management Ordinance".

SECTION 1. Article 401 of the Land Development Code is hereby deleted and replaced with the following:

401. CONSISTENCY WITH COUNTY COMPREHENSIVE PLAN

No development order or development permit may be approved unless it is found that the development is consistent with the County Comprehensive Plan. Consistency determinations, and exemptions from such determinations, shall be in accordance with: (a) The County Comprehensive Plan, including the Administration Element, Future Land Use Element Appendix and Future Land Use Maps, (b) Section 163.3194, Florida Statutes, and

(c) Article 402 of the Land Development Code relating to the concurrency management system.

SECTION 2. Article 402 of the Land Development Code, with the exception of Exhibit A to Article 402, is hereby amended and restated to read as follows:

402. CONCURRENCY MANAGEMENT SYSTEM

402.1 Generally—Certificates of Capacity

Concurrency facilities include arterial and collector transportation facilities, mass transit, drainage, potable water, water supply, sanitary sewer, solid waste, and parks and recreation. The Board of County Commissioners has established level of service standards for such facilities in the Pasco County Comprehensive Plan. The purpose of these regulations is to allow the County to determine whether or not there is sufficient capacity of concurrency facilities to meet the Comprehensive Plan level of service standards concurrent with proposed development and ensure consistency with Pasco County's Capital Improvements Program and Capital Improvements Element. The mechanism to make this capacity determination shall be the issuance of a Certificate of Capacity. A Certificate of Capacity as used in these regulations is a determination that all concurrency review requirements are satisfied for the proposed development and that a specified quantity of concurrency facilities capacity is reserved for the proposed development for the duration of the Certificate of Capacity, subject to the requirements of these regulations, and any conditions imposed with the Certificate of Capacity. A Certificate of Capacity is issued if all adopted level of service standards can be maintained during, and following, the proposed development, or the impacts of the proposed development are mitigated consistent with the Comprehensive Plan and these regulations. Any Certificate of Capacity may be issued with conditions to ensure the adopted level of service standards can be maintained during, and following, the proposed development, or to ensure that the impacts of the proposed development are mitigated consistent with the Comprehensive Plan and these regulations. Certificates of Capacity shall be issued by the County, on a form designed by the County's Development Review Director, and relating to a specific development project, or project phase, on a specific parcel of real property. Certificates of Capacity shall run with the parcel(s) of real property upon which they are issued, and the rights and obligations set forth therein shall be binding on subsequent property owners of such real property. Certificates of Capacity may not be transferred to other parcels or property.

402.2 Application Information

Each application for a Certificate of Capacity shall include, at a minimum, a statement as to specific land uses (using the land use classifications in the most recent edition

of the Institute of Transportation Engineers Trip Generation Manual), the number of units, and the floor area or square footage for all nonresidential structures, or other areas that will be used for display or storage of goods or dedicated to performance of services, as applicable or relevant to the estimation of impacts for purposes of meeting the intent of these regulations. For phased projects, this information shall be provided for each phase. The application shall also include, at a minimum, the location of the project, including Parcel Identification Numbers. The County Administrator, or his designee, may establish application forms requiring additional information or request supplemental information for specific concurrency public facilities. In addition, information supplied by the applicant in any related development approval application(s) may be used for the Certificate of Capacity determination.

402.3 Capacity Determination Procedures

A. Initial Certificates of Capacity

For arterial and collector transportation facilities, mass transit, sanitary sewer, potable water, water supply, solid waste, and parks and recreation, an Initial Certificate of Capacity shall be required prior to the issuance or approval of one (1) of the following development orders for any project or project phase (the "Initial Certificate of Capacity Development Orders"):

1. Development of Regional Impact or Florida Quality Development pursuant to Chapter 380, Florida Statutes,
2. Rezonings,
3. Preliminary Site Plan,
4. Preliminary Plan,
5. Non-residential Subdivision,
6. Residential Subdivision Into More than One Dwelling Unit Per Lot,
7. For public schools, Comprehensive Plan consistency review.

Initial Certificates of Capacity shall be valid, and reserve capacity, for a period of six (6) years from the date of issuance, except for arterial and collector transportation facilities. The capacity reservation for arterial and collector transportation facilities shall depend on whether the Initial Certificate of Capacity requires a traffic impact study in accordance with these regulations and the TIS Guidelines, or transportation analysis in accordance with Chapter 380 Florida Statutes, to determine capacity for arterial and collector transportation facilities ("Traffic Study"). Initial Certificates of Capacity requiring a Traffic Study shall be valid, and reserve capacity, from the date of issuance through the build-out date of the Traffic Study, which shall be no less than two (2) years. The build-out date of the Traffic Study shall be no greater than fifteen (15) years from the date of the initial Traffic Study methodology submittal for Developments of Regional Impact

and Florida Quality Developments, and no greater than ten (10) years from the date of the initial Traffic Study methodology submittal for all other developments requiring a Traffic Study. Initial Certificates of Capacity that do not require a Traffic Study in accordance with these regulations shall be valid, and reserve capacity, for a period of two (2) years from the date of issuance; however any Initial Certificate of Capacity applicant that is not required to complete a Traffic Study may voluntarily complete a Traffic Study pursuant to these regulations and the TIS Guidelines, and be subject to the capacity reservation periods for projects required to complete a Traffic Study. The foregoing expiration periods for Initial Certificates of Capacity are subject to the additional review and revocation requirements set forth below. Initial Certificates of Capacity that expire may be renewed only upon compliance with all applicable application and review requirements set forth in these regulations. Initial Certificate of Capacity Development Orders shall not require a new Initial Certificate of Capacity if the project or project phase has a valid and unexpired Initial Certificate of Capacity at the time of issuance or approval of the Initial Certificate of Capacity Development Order.

B. Final Certificates of Capacity

For drainage, arterial and collector transportation facilities, mass transit, sanitary sewer, potable water, water supply, solid waste, and parks and recreation, a Final Certificate of Capacity shall be required prior to the issuance or approval of one (1) of the following development orders for any project or project phase ("Final Certificate of Capacity Development Orders"):

1. Building permit issuance for non-residential development, residential development not requiring subdivision plat, or residential subdivisions into more than one dwelling unit per lot.
2. Final plat approval for residential subdivisions into one dwelling unit per lot.
3. For public schools, preliminary/construction plan approval.

Any project or project phase with a valid and unexpired Initial Certificate of Capacity at the time of issuance or approval of the Final Certificate of Capacity Development Order shall be entitled to issuance of a Final Certificate of Capacity without further analysis or review for the portion of the project with the valid and unexpired Initial Certificate of Capacity, subject to the additional review and revocation requirements set forth below; provided, however, issuance of a Final Certificate of Capacity shall be subject to additional review for drainage concurrency regardless of whether an Initial Certificate of Capacity has been issued. Projects, or project phases, without a valid and unexpired Initial Certificate of Capacity shall require additional review in accordance with these regulations. Final Certificates of Capacity, once issued, shall not expire,

and shall constitute a permanent reservation of capacity, subject to the additional review and revocation requirements set forth below.

C. Additional Review and Revocation Requirements

Any project or project phase that changes the number of units, the type of land use, the floor area or square footage for all nonresidential structures, or other areas that will be used for display or storage of goods or dedicated to performance of services, after an Initial or Final Certificate of Capacity has been issued, shall be subject to additional review in accordance with these regulations if the change results in an increased demand for, or impact on, any concurrency facility. Any project or project phase requiring a Traffic Study shall be subject to additional Traffic Study review in accordance with these regulations if, after the issuance of the Initial or Final Certificate of Capacity, the build-out date, land-use assumptions, or on-site circulation or access provisions in the Traffic Study for the project or project phase have been changed to the extent that they result in an increased impact on arterial and collector transportation facilities. However, in the event a project or project phase becomes subject to additional review after it has received a Final Certificate of Capacity, such project or project phase shall be subject to additional review only for that portion of the project that has resulted in an increased demand for, or impact on, the concurrency facility, and such project shall only be subject to concurrency review for those facilities with increased impacts.

An Initial or Final Certificate of Capacity may be revoked if the County Administrator or his designee determines that (a) the application information used as a basis for the issuance of the Certificate of Capacity was inaccurate, and such inaccuracy was material to the capacity determination, or (b) a condition of the Initial or Final Certificate of Capacity has not been fulfilled by the time period required in such condition, or in the absence of a time period, by the issuance of the first certificate of occupancy for the project or project phase that received the Certificate of Capacity. However, before the County Administrator or his designee revokes a Certificate of Capacity, the County shall provide thirty (30) days prior written notice of the planned revocation to all property owners that would be subject to a new Certificate of Capacity upon such revocation. During such thirty (30) day period, any property owner notified of the planned revocation may either (a) cure the inaccuracy or noncompliance, or (b) appeal the planned revocation pursuant to Section 402.9. In the event of an appeal of the planned revocation, the revocation shall be stayed until such time that the Board of County Commissioners determines that the Certificate of Capacity shall be revoked.

An applicant may voluntarily relinquish any Initial or Final Certificate of Capacity that has been issued to the applicant, in which case the capacity reservation for the project, or project

phase, shall terminate, and such project or project phase shall be subject to all procedures and review standards set forth in these regulations. However, an applicant may not relinquish any condition or mitigation required by an Initial or Final Certificate of Capacity if such condition or mitigation is guaranteed by a security instrument, such as a bond or letter of credit, and voluntary relinquishment by the applicant shall not entitle the applicant to a refund or credit for any payment or mitigation provided to the County as a condition of the relinquished Initial or Final Certificate of Capacity.

D. Effect of Certificate of Capacity Subject to Additional Review, Revocation or Expiration

The County shall withhold issuance of new development orders, permits or certificate of occupancy for any project or project phase: (1) with an expired or revoked Initial or Final Certificate of Capacity, (2) with an Initial or Final Certificate of Capacity subject to additional review in accordance with these regulations, or (3) that did not obtain an Initial or Final Certificate of Capacity where required by these regulations.

Initial and Final Certificates of Capacity may be subject to additional review or revocation for all concurrency facilities, or for specific concurrency facilities. In addition, Initial Certificates of Capacity may have a different expiration period for arterial and collector transportation facilities than other concurrency facilities. If an Initial or Final Certificate of Capacity is subject to additional review, revocation or expiration only for a specific concurrency facility, or specific concurrency facilities, it shall not affect the validity of the Initial or Final Certificate of Capacity for purposes of the other concurrency facilities not subject to additional review, revocation or expiration.

402.4 Review Standards—Potable Water, Sewer, Solid Waste, Water Supply, Mass Transit, Drainage and Parks and Recreation Facilities

The following review standards shall apply to all non-exempt projects or project phases seeking an Initial Certificate of Capacity or Final Certificate of Capacity, or projects with Initial or Final Certificates of Capacity subject to additional review, or that have been revoked or expired.

A. For potable water, sewer, solid waste, water supplies, mass transit and drainage, the facilities needed to serve the project applying for the Certificate of Capacity and maintain the adopted level of service standards shall be in place and available no later than the issuance of the Final Certificate of Capacity, or the conditions of the Final Certificate of Capacity ensure that such facilities will be in place and available no later than the issuance of the first Certificate of Occupancy for the project. For water supply, Pasco County shall consult with the applicable water supplier prior to the issuance of the Final Certificate of Capacity to determine whether adequate water supplies to serve the project applying for the Certificate of Capacity and to

maintain the adopted level of service standards will be available prior to the issuance of the Final Certificate of Capacity.

B. For parks and recreation, the necessary facilities to serve the residential development and maintain the adopted levels of service shall be in place or under actual construction no later than 1 year after the issuance of the Final Certificate of Capacity. However, the acreage for such facilities shall be dedicated to or acquired by Pasco County prior to issuance of the Final Certificate of Capacity or funds in the amount of the developer's fair share shall be committed no later than the issuance of the Final Certificate of Capacity. One of the following standards shall be met in order to satisfy these concurrency requirements:

1. The necessary facilities to serve the residential development and maintain the adopted levels of service are in place or under actual construction at the time the Final Certificate of Capacity is issued; or,
2. No later than the issuance of the Final Certificate of Capacity, the acreage for the necessary facilities to serve the project or project phase seeking the Certificate of Capacity and maintain the adopted levels of service is dedicated to or acquired by Pasco County or funds in the amount of the developer's fair share are committed; and
    a. The necessary facilities needed to serve the project or project phase seeking the Certificate of Capacity and maintain the adopted level of service are scheduled to be in place or under actual construction not more than one year after the issuance of the Final Certificate of Capacity as provided in the adopted 5-year schedule of capital improvements; or
    b. The necessary facilities needed to serve the project or project phase seeking the Certificate of Capacity and maintain the adopted level of service are guaranteed in any enforceable development agreement which requires the commencement of the actual construction of the facilities within one year of the issuance of the Final Certificate of Capacity. The enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes.

402.5. Review Standards—Arterial and Collector Transportation Facilities

A. General Standards

The following review standards shall apply to all non-exempt projects or project phases seeking an Initial Certificate of Capacity or Final Certificate of Capacity for arterial and collector

transportation facilities, or projects with Initial or Final Certificates of Capacity subject to additional review for arterial and collector transportation facilities, or that have been revoked or expired for arterial and collector transportation facilities.

For arterial and collector transportation facilities, the Certificate of Capacity determination shall be in accordance with one (1) of the following provisions:

1. The facilities and services necessary to serve the project or project phase and maintain the adopted level of service standard are in place or under actual construction at the time the Certificate of Capacity is issued or will be in place or under actual construction within one (1) year from the date of issuance of the Certificate of Capacity; or,
2. The facilities necessary to serve the project or project phase and maintain the adopted levels of service are guaranteed in an enforceable development agreement that includes the provisions of Rule 9J-5.0055(2)(a)1, 7, 8, Florida Administrative Code pursuant to Section 163.3220, Florida Statutes, or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. The agreement must guarantee the necessary facilities to serve the project or project phase and maintain the adopted levels of service will be in place at the time of issuance of the Certificate of Capacity; or will be in place or under actual construction within one (1) year from the date of the issuance of the Certificate of Capacity; or
3. The project or project phase is determined to be de minimis pursuant to Section 402.5.C.; or
4. The project or project phase satisfies the proportionate share mitigation requirements of Section 402.5.D. or Section 163.3180(12), Florida Statutes, for Developments of Regional Impact;

B. Establishment of Traffic Impact Study Procedures

All projects or project phases not considered de minimis pursuant to Section 402.5.C. shall demonstrate compliance with the review standards of Section 402.5.A. through completion of a Traffic Study. The Board of County Commissioners has adopted by Resolution No. 04-203 the technical procedures and standards governing the preparation of a Traffic Study entitled "Guidelines and Review Fees for Traffic Impact Studies and Substandard Roads", and shall adopt by resolution updated technical procedures and standards consistent with these regulations (the "TIS Guidelines"). All Traffic Studies performed to demonstrate compliance with the review standards of Section 402.5.A. shall be prepared in accordance with the TIS Guidelines; however, Developments of Regional Impact and Florida Quality Developments

completing a transportation analysis in accordance with Chapter 380, Florida Statutes shall comply only with those sections of the TIS Guidelines which the TIS Guidelines identify as applicable to Developments of Regional Impact (in addition to all requirements imposed pursuant to Chapter 380, Florida Statutes). The Traffic Study shall analyze the transportation impact of the entire "project", as that term is defined in Section 402.5.C.5.

C. De Minimis Determinations

1. State Law Requirements

Pursuant to Section 163.3180(6), Florida Statutes, a project impact is de minimis for transportation concurrency purposes if it would not affect more than one (1) percent of the maximum volume at the adopted level of service of the affected transportation facility. However, no project impact may be de minimis if the sum of existing roadway volumes and the projected volumes from approved projects on a transportation facility would exceed one hundred ten (110) percent of the maximum volume at the adopted level of service of the affected transportation facility, or one hundred (100) percent of the capacity of the maximum volume at the adopted level of service standard for any affected designated hurricane evacuation route. Section 163.3180(6) further requires Pasco County to maintain records to ensure that the de minimis criteria are not exceeded, and submit such records annually with the updated Capital Improvements Element, and the Florida Department of Community Affairs has recommended that the annual submission of de minimis records also include roadways where the sum of existing roadway volumes and the projected volumes from approved projects on the transportation facility would exceed ninety (90) percent of the maximum volume at the adopted level of service. The foregoing requirements of Section 163.3180(6) are hereinafter referred to as the "State De Minimis Requirements". Pasco County has elected to comply with the State De Minimis Requirements, and develop thresholds for the requirement to complete Traffic Studies pursuant to Section 402.5.B., through the following procedures.

2. Non-De Minimis Roadway List

The Board shall adopt annually by Resolution, with an effective date sometime between October 1 and December 31, a list of transportation facilities that are estimated, based on County estimates of existing roadway volumes and projected volumes from approved projects, to exceed: (a) ninety (90) percent of the maximum volume at the adopted level of service of the facility ("90 Percent Roadways"), (b) one hundred ten (110) percent of the maximum volume at the adopted level of service of the facility ("110 Percent Roadways"), and (c) one hundred (100) percent of the maximum volume at the adopted level of service for designated hurricane evacuation routes ("Hurricane Evacuation Roadways"). The annual list of 90 Percent

Roadways, 110 Percent Roadways and Hurricane Evacuation Roadways is hereinafter referred to as the "Non-De Minimis Roadway List". Except as set forth in Section 402.5.C.4, the Non-De Minimis Roadway List shall be used to determine whether a project applying for a Certificate of Capacity can be de minimis for transportation concurrency purposes, and for purposes of the requirement to complete a Traffic Study. Until the Board adopts a new annual Non-De Minimis Roadway List, the most recently adopted Non-De Minimis Roadway List shall be utilized for purposes of this determination.

3. De Minimis Determination

A. A project shall be considered de minimis for purposes of the requirement to complete a Traffic Study pursuant to Section 402.5.B. and for transportation concurrency purposes if:

1. the project is a single family home on an existing lot, or
2. the project does not exceed the thresholds set forth in Exhibit C to the TIS Guidelines entitled "Size of Development that Generates 1,200 Daily Driveway Trips" and does not have a Direct Connection to a roadway on the Non-De Minimis Roadway List, or
3. the project does not exceed the thresholds set forth in Exhibit B to the TIS Guidelines entitled "Size of Development that Generates 600 Daily Driveway Trips" and does not have a Direct Connection to a 110 Percent Roadway or Hurricane Evacuation Roadway.

B. A project shall be considered de minimis for purposes of the requirement to complete a Traffic Study pursuant to 402.5.B., but <u>not</u> for transportation concurrency purposes if the project does not exceed the thresholds set forth in Exhibit B to the TIS Guidelines entitled "Size of Development that Generates 600 Daily Driveway Trips", but does have a Direct Connection to a 110 Percent Roadway or Hurricane Evacuation Roadway.

C. The foregoing de minimis determination rules are illustrated in the following Table:

	Roadway Capacity		
Daily Trips	≤90 Percent	>90 Percent ≤110 Percent (or > 90 Percent ≤100 Percent for Hurricane Evacuation Roadway)	>110 Percent (or >100 Percent for Hurricane Evacuation Roadway)
≤600	Traffic Study De Minimis and Concurrency De Minimis	Traffic Study De Minimis and Concurrency De Minimis	Traffic Study De Minimis; Not Concurrency De Minimis*[1]
>600 ≤ 1200	Traffic Study De Minimis and Concurrency De Minimis	Not De Minimis*	Not De Minimis*
>1200	Not De Minimis*	Not De Minimis*	Not De Minimis*

*Subject to Optional De Minimis Determination in Section 402.5.C.4
[1] Does not include Single Family Home on an Existing Lot, which is Concurrency De Minimis

D. Land uses that are not specifically listed on Exhibits B or C of the TIS Guidelines shall utilize the thresholds of the most similar land use listed on Exhibits B or C. If a similar land use is not listed on Exhibits B or C, then trip generation rates from the most recent edition of the Institute of Transportation Engineers Trip Generation Manual ("ITE Manual") shall be used to determine whether the land use exceeds 600 daily driveway trips, or 1200 daily driveway trips, as applicable. If the land use is not listed in the ITE Manual, then the trip generation rates of the most similar land use in the ITE Manual shall be used to determine trip generation rates.

4. Optional De Minimis Determination

In general, de minimis determinations pursuant to 402.5.C.3 shall be made based on the Non-De Minimis Roadway List, Exhibits B and C to the TIS Guidelines, and, where applicable, the ITE Manual. However, any applicant for a Certificate of Capacity may elect to demonstrate, through a technical transportation analysis one or more of the following:

(a) that the roadway or roadways to which the project has Direct Connections are not 90 Percent Roadways, 110 Percent Roadways, or Hurricane Evacuation Roadways, as applicable,

(b) that the project does not generate 600 or 1200 daily driveway trips, as applicable, or

(c) that the project would not affect more than one (1) percent of the maximum volume at the adopted level of service of the affected transportation facilities.

The technical transportation analysis to make one or more of these demonstrations shall be in accordance with the de minimis determination requirements and review fees of the TIS Guidelines. If the County Administrator, or his designee, determines that the applicant has adequately demonstrated (a), (b), or (c) above, the de minimis determination rules set forth in Section 402.5.C.3. shall be applied to make the de minimis determination; however the

demonstration of (a) shall be used in lieu of the Non-De Minimis Roadway List, the demonstration of (b) shall be used in lieu of Exhibit B or Exhibit C to the TIS Guidelines or the ITE Manual, as applicable, and the demonstration of (c) shall be considered a determination that the project is de minimis for both transportation concurrency purposes and Traffic Study purposes, unless the project has a Direct Connection to a 110 Percent Roadway or Hurricane Evacuation Roadway, in which case the project shall be considered de minimis for Traffic Study purposes only.

5. De Minimis Determination Definitions

For purposes of applying the de minimis determination rules in Section 402.5.C.3 and 402.5.C.4, and the Traffic Study requirements of Section 402.5.B, the following definitions shall apply:

A. The term "Direct Connection" shall mean:

(1) any project that is contiguous with and has a driveway connection with the Regulated Roadway,

(2) any project having a primary or secondary access connection to any road where such access is within 1,000 feet travel distance from that connection to the Regulated Roadway,

(3) any project having access connection(s) to any local road(s) where such connection(s) is/are more than 1,000 feet travel distance from the Regulated Roadway, and 100 percent of the development traffic (excluding travel on dirt roads) destined to the Major Road Network (as defined in the TIS Guidelines) travels on local roads to the Regulated Roadway.

For purposes of this definition, the term "Regulated Roadway" shall be defined as a 90 Percent Roadway, 110 Percent Roadway, Hurricane Evacuation Roadway, or U.S. 19, as applicable to the threshold or rule utilizing the term "Direct Connection."

B. The term "project" shall mean any development, parcel of land, lot, and tract; and any aggregation of contiguous or nearby (within ¼ mile) developments, parcels, lots, or tracts that are (1) developed by the same or a related development or landowner or (2) developed as part of the same zoning plan, preliminary plan/preliminary site plan, plat, or other unified or common plan of development, as determined by the County Administrator or his designee consistent with the purpose and intent of these regulations. However, parcels of land, lots or tracts legally subdivided prior to June 4, 2004 or exempt pursuant to Section 402.6., and not presently owned by a related developer or landowner, shall not be aggregated as a single "project". For purposes of this definition, a related developer or landowner shall include a partnership in which

any of the same persons or entities are partners; and a corporation in which any of the same persons are officers or directors. If an applicant is in doubt as to whether a particular development, parcel of land, lot or tract will be aggregated with another development, parcel, lot or tract pursuant to this definition, the applicant may request a written determination from the County Administrator, or his designee, in advance of filing an application for a Certificate of Capacity.

6. Effect of De Minimis Determination

All projects not considered de minimis for Traffic Study and transportation concurrency purposes pursuant to Sections 405.5.C.3 or 405.5.C.4 shall be required to complete a Traffic Study pursuant to Section 402.5.B. and shall be required to demonstrate compliance with Section 402.5.A.1., 402.5.A.2. or 402.5.A.4. All projects considered de minimis for Traffic Study purposes, but not for transportation concurrency purposes, pursuant to Sections 405.5.C.3 or 405.5.C.4 shall not be required to complete a Traffic Study pursuant to Section 402.5.B., but shall be required to demonstrate compliance with Section 402.5.A.4.; however, such projects may elect to complete a Traffic Study and demonstrate compliance with Section 402.5.A.1., 402.5.A.2. or 402.5.A.4. All projects, regardless of their de minimis status, shall be required to comply with all other Certificate of Capacity requirements in these regulations, unless exempt pursuant to Section 402.6. All projects, regardless of their de minimus status, shall also be required to comply with all non-concurrency transportation requirements of the Land Development Code and TIS Guidelines, including, but not limited to, regulations and requirements relating to access management and substandard roads, unless such projects are exempt pursuant to such regulations.

7. De Minimis Reporting

The County shall utilize the lists, data, determinations and analysis required by Section 402.5.C. to submit records annually in accordance with the State De Minimis Requirements.

D. Mitigation of Transportation Impacts

The options below are identified as options for the possible mitigation of arterial and collector transportation facility level of service transportation impacts; however the final mitigation required for any development will be subject to approval by the Development Review Director, Development Review Committee and/or Board of County Commissioners, as applicable to the Initial or Final Certificate of Capacity Development Order being reviewed. Procedures to further establish how each of the mitigation options below will be demonstrated shall be included in the TIS Guidelines.

1. Restoration of Adopted Level of Service Standard

The developer may identify and implement an improvement that restores level of service to the adopted standard for the "future year with development traffic" (as described in the TIS Guidelines) condition, and consistent with the requirements of Section 402.5.A.1 or 402.5.A.2.

2. Proportionate Share Mitigation

Subject to the requirements set forth below, proportionate share mitigation shall be available to all developments in unincorporated Pasco County that have identified or have been notified of a lack of capacity to satisfy transportation concurrency on a transportation facility, including transportation facilities maintained by FDOT or another jurisdiction that are examined for concurrency determinations. Proportionate Share mitigation does not apply to developments of regional impact (DRIs) using "Proportionate share" pursuant to Section 163.3180(12), Florida Statutes.

(a) An applicant may choose to satisfy the transportation concurrency requirements of the County by making a Proportionate Share contribution, if the five-year schedule of capital improvements in the County Capital Improvements Element (CIE), or the long-term schedule of capital improvements for an adopted long-term concurrency management system, includes fully funded transportation improvements that, upon completion, will restore the adopted level of service.

(b) The County may choose to allow an applicant to satisfy transportation concurrency through a Proportionate Share contribution for an improvement or improvements that, upon completion, will restore the adopted level of service, but are not contained in the five-year schedule of capital improvements in the County CIE, or a long-term schedule of capital improvements for an adopted long-term concurrency management system, if the County adopts, by resolution or ordinance, a commitment to add the improvements necessary to restore the adopted level of service to the five-year schedule of capital improvements in the CIE, or long-term schedule of capital improvements for an adopted long-term concurrency management system, no later than the next regularly scheduled update of the CIE. To qualify for consideration under this section, the proposed improvement(s) must be reviewed by the County and determined to be financially feasible pursuant to Section 163.3180(16)(b)1, Florida Statutes and consistent with the Comprehensive Plan and these regulations. At a minimum, to

demonstrate financial feasibility, the County must: (a) identify other uncommitted contributions, payments or funding sources that are reasonably anticipated to be received by the County during a period not to exceed 10 years, that will, when combined with the applicant's proportionate share payment, fund the improvements needed to restore the adopted level of service, and (b) by resolution, ordinance, or update of the CIE, commit such reasonably anticipated contributions, payments or funding sources toward the improvements needed to restore the adopted level of service.

(c) The County may choose to allow an applicant to satisfy transportation concurrency by entering into a binding agreement with the applicant authorizing construction of that amount of development on which the Proportionate Share contribution is calculated, provided that (a) the Proportionate Share amount is sufficient to pay for one or more improvements which will, in the opinion of the governmental entity or entities maintaining the transportation facilities, significantly benefit the impacted transportation system, and (b) such improvement or improvements funded by the proportionate fair-share amount are adopted by the County into the five-year CIE or the long-term schedule of capital improvements for an adopted long-term concurrency management system, at the next regularly scheduled update of the CIE. The County's exercise of this option to satisfy transportation concurrency does not relieve the County from addressing any level of service deficiencies on any remaining links identified as deficient and impacted by the development, or to demonstrate financial feasibility of the CIE. Accordingly, before exercising this option, the County must either: (1) identify other uncommitted contributions, payments or funding sources that are reasonably anticipated to be received by the County during a period not to exceed 10 years, that will, when combined with the applicant's proportionate share payment, fund all the improvements needed to restore the adopted level of service, and commit, by resolution, ordinance, or update of the CIE, such reasonably anticipated contributions, payments or funding sources toward the improvements needed to restore the adopted level of service; or (2) commit, by resolution or ordinance, to incorporate into the Comprehensive Plan at the next annual update of the CIE strategies to address any level of service deficiencies, including adding projects to the five-

year CIE, or longer term solutions such as long term concurrency, transportation concurrency exception areas, multimodal transportation districts, or transportation concurrency management areas.

3. Pursuant to Section 163.3180(16) (e), Florida Statutes, proposed proportionate share mitigation for development impacts to facilities on the Strategic Intermodal Transportation System requires the concurrence of the FDOT. The applicant shall submit evidence of an agreement between the applicant and the FDOT for inclusion with the Certificate of Capacity or Initial or Final Certificate of Capacity Development Order.

4. Pursuant to Section 163.3180(16)(c), Florida Statutes, Proportionate Share mitigation for concurrency impacts may include, without limitation, separately or collectively, private funds, contributions of land, and construction and contribution of facilities. The form of proportionate share mitigation required for any development will be subject to approval by the Development Review Director, Development Review Committee and/or Board of County Commissioners, as applicable to the Initial or Final Certificate of Capacity Development Order being reviewed; however, where an applicant is allowed to make a proportionate share contribution pursuant to Section 402.5.D.2.A., such applicant shall have the right to pay private funds to satisfy the transportation concurrency obligation.

5. Pursuant to Section 163.3180(16)(c), Florida Statutes, for purposes of meeting its concurrency obligations, a development shall not be required to pay more than its proportionate share, nor shall the fair market value of the proportionate share mitigation for the impacted facilities differ regardless of the method of mitigation. This provision shall not apply when proportionate share mitigation is at the County's option pursuant to Sections 402.5.D.2.B. and 402.5.D.2.C. This provision shall not be interpreted to apply to or limit in any way other non-concurrency County regulations or mitigation designed to make adequate provision for transportation-related facilities, including, but not limited to, regulations and mitigation related to transportation impact fees, transportation corridor management, access management, transit infrastructure and substandard roads.

6. The methodology used to calculate an applicant's proportionate share obligation shall be as provided for in Section 163.3180 (12), Florida Statutes, as follows:

"The cumulative number of trips from the proposed development expected to reach roadways during peak hours from the complete build out of a stage or phase being approved, divided by the change in the peak hour maximum service volume (MSV) of roadways resulting from construction of an improvement necessary to maintain the adopted LOS, multiplied by the construction cost, at the time of developer payment, of the improvement necessary to maintain the adopted LOS."

OR

Proportionate share = $\sum[[(\text{Development Trips}_i) / (\text{SV Increase}_i)] \times \text{Cost}_i]$

Where:

Development Trips_i = The accumulative trips from a development that will arrive on a road segment at the build-out of the stage or phase of development under review.

SV Increase_i = Service volume increase provided by the eligible improvement to roadway segment "i" per section E;

Cost_i = Adjusted cost of the improvement to segment "i". Cost shall include all improvements and associated costs, such as design, right-of-way acquisition, planning, engineering, inspection, and physical development costs directly associated with construction at the anticipated cost in the year it will be incurred.

(a) "Development Trips", "SV Increase", and "Cost" shall be calculated in accordance with the TIS Guidelines.

(b) Except where the conditions of a Certificate of Capacity provide otherwise, proportionate share, once computed, shall be adjusted to the time it is paid or provided by the cost indexing rates and procedures in Pasco County's Transportation Impact Fee Ordinance, if paid or provided more than ninety (90) days after the issuance of the Certificate of Capacity.

(c) If the County has chosen to accept any form of proportionate share payment other than cash, such as an improvement project or right-of-way dedication proposed by the applicant, then the value of the improvement or right-of-way shall be determined consistent with the procedures of Pasco County's Transportation Impact Fee Ordinance.

Notwithstanding the foregoing, the County may adopt by Resolution in the TIS Guidelines an alternate method of calculating proportionate share for (a) projects that are de minimis for Traffic Study purposes, but not concurrency purposes pursuant to Section 402.5.C., and (b) limited exemption projects as defined in Section 402.7.

7. Proportionate share payments or in-lieu of payment improvements or contributions shall be applied as a credit against impact fees in accordance with the credit provisions of the County's Transportation Impact Fee Ordinance.

8. Completion of the proportionate share obligation (e.g. cash payment, posting of improvement performance guarantees, dedication of right-of-way, etc.) shall be in accordance with the time periods and conditions of the Certificate of Capacity and/or Initial or Final Certificate of Capacity Development Order; and in absence of any such time periods or conditions, shall be completed prior to the issuance of the Final Certificate of Capacity. Proportionate share payments or mitigation, once made, constitute a commitment for transportation capacity for the duration set forth in these regulations, and are therefore non-refundable. If the payment or mitigation is submitted or provided more than ninety (90) days from the date of acceptance, then the proportionate share cost shall be recalculated pursuant to Section 402.5.D.6.b) above.

9. Proportionate fair-share revenues shall be placed in the appropriate project account for funding in the CIE of one or more of the improvements from which the proportionate share payment was derived. At the discretion of the County, proportionate share revenues may be used for operational improvements prior to construction of the CIE capacity project(s) for which the proportionate share payment was intended. Proportionate share revenues may also be used as the 50% local match for funding under the FDOT Transportation Regional Incentive Program. In the event a scheduled facility improvement is removed from the CIE, then the revenues collected for its construction may be applied toward the construction of another improvement within that same corridor or sector that would mitigate the impacts of the development. The County may not collect proportionate share payments for a single improvement that exceed the actual cost of such improvement. However, the County may use proportionate share revenues to reallocate surplus non-proportionate share revenues previously committed to a proportionate share improvement.

10. Where an applicant constructs a transportation facility that exceeds the applicant's proportionate share obligation (and the exceedance is not the result of underestimated improvement costs), and the applicant is allowed to make a proportionate share contribution pursuant to Section 402.5.D.2.A., the County shall reimburse the applicant for the excess contribution using one or more of the following methods:

    (a) An impact fee credit account may be established for the applicant in the amount of the excess contribution, a portion or all of which may be assigned and reassigned under the terms and conditions acceptable to the County.

    (b) An account may be established for the applicant for the purpose of reimbursing the applicant for the excess contribution with proportionate share payments from future applicants on the facility.

    (c) The County may reimburse the applicant for the excess contribution through payment or some combination of means acceptable to the County and the applicant.

11. Pursuant to Section 402.5.B., projects which are contemplated to be phased are required, through the Traffic Study, to analyze the transportation impact of the full anticipated development levels of the entire project, and establish a proportionate share amount for the entire project, if a proportionate share payment is allowed pursuant to Section 402.5.D.2. If the applicant is seeking an Initial Certificate of Capacity for a phased project, the County may allow the proportionate share mitigation requirement for each phase of the project to be pro-rated in proportion to the magnitude of the net external peak-hour trips generated by that phase if such pro-ration is consistent with the requirements of Section 402.5.D.2. If a Final Certificate of Capacity for only the initial phase or phases is secured, then payment or construction of needed improvements associated with the initial phase(s) only will be required, unless the conditions of the Initial Certificate of Capacity or Initial Certificate Capacity Development Order require an earlier payment or construction for subsequent phases to satisfy the requirements of Section 402.5.D.2. If the County allows the proportionate share mitigation to be pro-rated by phase, and earlier payment or construction for subsequent phases is not required, the Traffic Study and Initial Certificate of Capacity will remain valid for the subsequent phases through the build-out date of the Traffic Study, but the mitigation requirement for each phase will be indexed to the year in which the mitigation

improvements or payments are made, using the indexing procedures of Pasco County's Transportation Impact Fee Ordinance. If the Initial Certificate of Capacity for a project is subject to additional review, expires, or is revoked, an updated Traffic Study will be required for the entire project as a part of any individual subsequent phase transportation concurrency review. However, if a proportionate share payment is again allowed pursuant to Section 402.5.D.2, the mitigation requirement for those phases that have not received a Final Certificate of Capacity shall be established by calculating the proportionate share amount for the entire project, as updated through the Traffic Study, and then reducing such amount by the value of the proportionate share or impact fee mitigation already provided by the project, indexed to current value using the indexing procedures of Pasco County's Transportation Impact Fee Ordinance. The difference may then be allocated to the remaining phases that have not received a Final Certificate of Capacity in proportion to the net external trips generated by each remaining phase, if such pro-ration is consistent with the requirements of Section 402.5.D.2. For purposes of this subsection, the term "project" shall be as defined in Section 402.5.C.5.

402.6. Exemptions

A. Subject to Section 402.6.D., the following projects are permanently exempt from obtaining a Certificate of Capacity pursuant to these regulations:

(1) The portion of any project that has received final subdivision plat approval as a residential subdivision into one dwelling unit per lot as of the effective date of this Ordinance.

(2) Any building or structure that has received a Certificate of Occupancy as of the effective date of this Ordinance.

(3) Any public school with an approved preliminary/construction plan or approved Comprehensive Plan consistency review.

B. Subject to Section 402.6.D., the following projects are exempt from obtaining a Certificate of Capacity pursuant to these regulations, but such exemption is subject to expiration:

(1) The portion of any project in possession of a valid, unexpired, Certificate of Level of Service Compliance; however, such exemption shall expire upon the expiration of the Certificate of Level of Service Compliance, or upon default of any conditions of the Certificate of Level of Service Compliance, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.

(2) The portion of nonresidential projects, residential projects not requiring a subdivision plat, or residential subdivisions into more than one dwelling unit per lot that have received a building permit as of the effective date of this Ordinance; however, such exemption shall expire upon expiration of the building permit if the building subject to the building permit has not received at least one inspection as of the effective date of this Ordinance, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.

(3) Development of Regional Impact Development Orders approved prior to April 9, 1991; however, such exemption shall expire for any phase of the development order upon expiration of the Development Order build-out date for such phase, or for the entire development order upon expiration of the development order, or upon any material default of the mitigation conditions of such development order or a related development agreement, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.

C. Subject to Section 402.6.D., the following projects are exempt from the transportation concurrency and Traffic Study requirements of these regulations only, but such exemption is subject to expiration:

(1) Developments of Regional Impact that have filed a complete Application for Development Approval prior to the effective date of this Ordinance; however such exemption shall expire upon withdrawal, denial, or expiration of the Application for Development Approval. If such Development of Regional Impact has been approved, or is approved, through a development order, such exemption shall expire for any phase of the development order upon expiration of the development order build-out date for such phase, or for the entire development order upon expiration of the development order, or upon any material default of the transportation mitigation conditions of the development order or a related development agreement, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.

(2) The portion of any project that completed a Traffic Study after June 4, 1999 in connection with an Initial or Final Certificate of Capacity Development Order, and such Traffic Study demonstrated compliance

with the level of service standards in effect at the time the Traffic Study was completed, or the standards of the TIS Guidelines, as applicable, and such portion of the project is not in default of any transportation mitigation requirements resulting from such Traffic Study; however, such exemption shall expire upon expiration of the build-out date in the Traffic Study, or in the event no build-out date was established, ten (10) years after the Traffic Study was submitted, or upon any material default of the transportation mitigation conditions required of such project, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.

(3) The portion of any project with an approved methodology statement pursuant to the TIS Guidelines as of the effective date of this Ordinance; however, such exemption shall expire upon withdrawal, expiration or denial of the methodology statement or Traffic Study, or upon expiration of the build-out date in the Traffic Study, or upon any material default of the transportation mitigation conditions required of such project, unless such project, or portions of such project remains exempt pursuant to another exemption provision.

(4) The portion of any project that is the subject of a binding and enforceable development agreement that specifically exempts such project from transportation concurrency requirements; however, such exemption shall expire upon expiration of the development agreement, or upon any material default of the transportation mitigation conditions of such development agreement, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.

D. The foregoing exemptions shall not apply if the exempt portion of any project makes a material change to the project, building or structure. The term "material change" shall mean a change that results in an increased demand for, or impact on, the concurrency facility, or facilities, for which the project is exempt. For transportation facilities, a "material change" is a change in the build-out date, land-use assumptions, or on-site circulation or access provisions for the project or project phase that results in an increased impact on arterial and collector transportation facilities. However, in the event a project exempt pursuant to 402.6.A. or 402.6.B.(2) loses exemption status solely as a result of a material change, the Certificate of Capacity, and the applicable review

standards and de minimus thresholds, shall apply only to that portion of the project that has resulted in an increased demand for, or impact on, the concurrency facility, and such project shall only be subject to concurrency review for those facilities with increased impacts. All other exempt projects that make a material change or that lose exemption status for the reasons set forth in the exemptions, shall become subject to all applicable requirements of these regulations.

E. Before the County Administrator or his designee determines that any exemption shall expire based on a material default of a condition, agreement or development order, the County shall provide thirty (30) days prior written notice of the planned expiration to all property owners that would be subject to a new Certificate of Capacity upon such expiration. During such thirty (30) day period, any property owner notified of the planned expiration may either (a) cure the default, or (b) appeal the planned expiration pursuant to Section 402.9. In the event of an appeal of the planned expiration, the expiration shall be stayed until such time that the Board of County Commissioners determines that the Certificate of Capacity shall expire.

402.7. Limited Exemptions

A. The Board or the County Administrator, or his designee, may administratively exempt any of the following projects ("Limited Exemption Projects") from any provision of these regulations that is more stringent than minimum state law requirements:

(1) public schools or other schools utilized to satisfy school concurrency requirements;

(2) governmental uses, including Federal, State and County owned or leased buildings or land;

(3) Target businesses, which are defined for purposes of these regulations as businesses identified by Enterprise Florida's Qualified Target Industry (QTI) Tax Refund Program and those targeted businesses identified in the Pasco Economic Development Council's Economic Development Target Industry List, as may be amended from time to time.

(4) The Corporate Business Park, Targeted Primary Business or Industrial Use portion of an Employment Center Future Land Use Designation, or the Corporate Business Park, Targeted Primary Business or Industrial Use portion of another land use designation developed in accordance with County Comprehensive Plan and Land Development Code requirements for an Employment Center.

(5) Portions of projects developed as a Traditional Neighborhood Design, Transit Oriented Design, or Town Center designated development in accordance with the County's Traditional Neighborhood Development Ordinance.

(6) Affordable housing projects, which are defined for purposes of these regulations as projects that provide housing that is affordable to a family with a median income that does not exceed eighty (80) percent of the median income for the Tampa-St. Petersburg-Clearwater Standard Metropolitan Statistical Area. To qualify as an affordable housing project, the project must be designated as affordable by Pasco County's Community Development Manager consistent with the foregoing definition and applicable federal, state and local income and expense criteria for affordable housing. The County shall impose deed restrictions, mortgage requirements and/or liens that ensure that any affordable housing projects and that are granted one or more limited exemptions pursuant to these regulations remain affordable. The owner of any dwelling unit or building in an affordable housing project granted a limited exemption that resells or leases such dwelling unit or building at a price or rent that is no longer affordable, as determined by the Community Development Manager consistent with the foregoing definition, shall be required to pay to the County the difference between (a) the County estimated pro-rata share of the proportionate share obligation of the affordable housing project with any limited exemptions granted such project and (b) the County estimated pro-rata share of the proportionate share obligation of the affordable housing project without any limited exemptions at the time that such dwelling is resold. Failure to pay the difference shall be considered a violation of the Land Development Code punishable in accordance with Article 900 of the Land Development Code, in addition to any other remedies of the County as set forth in the County imposed deed restrictions, mortgage requirements and/or liens.

B. The limited exemptions for Limited Exemption Projects may include, but are not limited to, one or more of the following:

1. Extension of expired Certificates of Capacity without additional review, to the extent allowed by law.
2. In Sections 402.5.A.1, and 402.5.A.2., replacement of "one (1) year" with "three (3) years".
3. Waiver of County Traffic Study requirements pursuant to Section 402.5.B., regardless of the de minimis thresholds in Section 402.5.C.3.

4. Alternate proportionate share calculations pursuant to Section 402.5.D.2.6. In addition, the County and School Board may address proportionate share contributions and concurrency obligations for public schools in the Interlocal Agreement for Coordination of Planning Activities, or other interlocal agreement between the County and School Board.

The Board acknowledges that the provision of limited exemptions to Limited Exemption Projects does not relieve the County from complying with Capital Improvement Element financial feasibility requirements, or from ensuring that adequate concurrency public facilities are available to achieve Comprehensive Plan adopted levels of service. Accordingly, the Board shall prioritize Capital Improvement Program and Capital Improvement Element expenditures for concurrency public facilities necessary to serve Limited Exemption Projects and to achieve Comprehensive Plan adopted levels of service for such projects. Because the provision of a limited exemption to a Limited Exemption Project can have an impact on the financial feasibility of the Capital Improvements Element and capacity for concurrency public facilities, the County Administrator, or his designee, upon granting any limited exemption to a Limited Exemption Project, shall notify, in writing, the following individuals (as such titles are amended from time to time): (1) County Growth Management Administrator, (2) County Engineering Services Director, (3) County Parks and Recreation Director, (4) County Transportation Manager, (5) County Development Review Director, (6) MPO Transportation Planning Coordinator, (7) Assistant County Administrator for Utility Services, (8) Assistant County Administrator for Development Services, (9) Director of Office of Management and Budget, and (10) the Board of County Commissioners, as a noted item on the Board of County Commissioner Agenda. Such notification shall include the minimum information required by Section 402.2.

402.8. Variances

Any provision of this Ordinance that is not based on a minimum standard of state law, or the Comprehensive Plan, may be varied pursuant to the requirements of Section 316 of the Land Development Code.

402.9. Appeals

Any determination made pursuant to Article 402 may be appealed in accordance with Article 317 of the Land Development Code, including, but not limited, Certificate of Capacity determinations, de minimis determinations, determinations related to proportionate share, and determinations related to exemptions and limited exemptions. Notwithstanding the foregoing,

appeals of technical issues addressed in the TIS Guidelines shall be addressed in accordance with the appeal procedures of the TIS Guidelines.

402.10. Special Transportation Concurrency Review and Procedures for U.S. 19 Urban Infill and Redevelopment/Concurrency Area

A. **Applicability/Geographic Area.** Except for the exempt projects listed in subsection 402.6., and Limited Exemption Projects listed in 402.7, the requirements and procedures of this Section 402.10 shall be applicable to all Initial and Final Certificate of Capacity Development Orders within unincorporated Pasco County affecting any lot, tract or parcel of land lying wholly or partially within the geographic area depicted on Exhibit "A" attached hereto, or upon any lot, tract or parcel of land with a Direct Connection to U.S. 19 (hereinafter referred to as the "U.S. 19 Redevelopment/Concurrency Area"). For purposes of this paragraph, the term Direct Connection shall be as defined in Section 402.5.C.5.

B. **Review Standards.** Prior to any non-exempt project occurring within the US 19 Redevelopment/Concurrency Area, a developer shall obtain Certificates of Capacity in accordance these regulations. The Certificate of Capacity will only be issued if (1) the project can demonstrate, through a traffic impact study, that the project does not degrade the level of service of any roadway segment or intersection on U.S. 19 below the adopted levels of service for roadway segments and intersections for U.S. 19 in the Comprehensive Plan, or (2) the project has mitigated its concurrency impacts in accordance with Section 402.10.B.1. A traffic impact study is not required for projects eligible to pay and electing to pay the fair share fee set forth in Exhibit "B"; however, such projects may elect to demonstrate through a traffic impact study that the project does not degrade the level of service of any roadway segment or intersection below the adopted levels of service. The traffic impact study shall be conducted in accordance with the TIS Guidelines. Notwithstanding the foregoing, the development shall comply with the requirements of Section 402.5 to the extent such requirements are more stringent than the requirements of this paragraph. However, no development shall be required to pay both the fair share fee set forth in Exhibit "B" and a proportionate share contribution for improvements on U.S. 19 in accordance Section 402.5.D.2.

1. **Mitigation.** No non-exempt project shall be allowed within the U.S. 19 Redevelopment/Concurrency Area that degrades the level of service of any roadway segment or intersection on U.S. 19 below the adopted levels of service for roadway segments and intersections, unless such degradation has been adequately mitigated in accordance with these regulations. Where the level of service of any roadway segment or intersection is projected to be below the adopted levels of service standards, any project at or below the thresholds set

forth in Exhibit "C" may fully mitigate its transportation concurrency impacts and proceed with development upon payment to the County of the applicable fair share fee set forth on Exhibit "B" attached hereto, unless the requirements of Section 402.5 subject the project to more stringent requirements. A project above the thresholds set forth in Exhibit "C" may only mitigate its concurrency impacts and proceed with development upon design and construction of all transportation facilities necessary to restore any intersections or links impacted by the development to the adopted levels of service, as determined by the County in accordance with the TIS Guidelines, unless such project is entitled to make a proportionate share payment pursuant to Section 402.5.D.2.A., or the County elects to accept a proportionate share contribution pursuant to Section 402.5.D.2.B. or 402.5.D.2.C. For purposes of this paragraph, the term "project" shall be as defined in Section 402.5.C.5. Land uses that are not specifically listed on Exhibit "B" or "C" shall utilize the thresholds or fee rate of the most similar land use listed on Exhibit "B" or "C". If a similar land use is not listed on Exhibit "C," then trip generation rates from the most recent edition of the Institute of Transportation Engineers Trip Generation Manual ("ITE Manual") shall be used to determine whether the land use exceeds 2,500 daily trips. If the land use is not listed in the ITE Manual, then the trip generation rates of the most similar land use in the ITE Manual shall be used to determine trip generation rates. If the applicant does not agree with the threshold or trip generation assigned to the applicant's project, the applicant may utilize the optional de minimis determination procedures in the TIS Guidelines to demonstrate that the project does not exceed 2,500 daily trips. If the applicant does not agree with the fee rate of the most similar land use on Exhibit "B", the applicant may conduct an independent fee study pursuant to the requirements of the Transportation Impact Fee Ordinance. The U.S. 19 Concurrency Fair Share Fee Technical Support Document prepared by Tindale-Oliver and Associates, Inc. dated February 26, 2004, which is the basis for the fair share fees set forth in Exhibit "B", is adopted herein by reference. Fair share fee payments, or in-lieu of payment improvements or contributions, shall be applied as a credit against impact fees in accordance with the credit provisions of the County's Transportation Impact Fee Ordinance.

2. **U.S. 19 Redevelopment/Concurrency Fund.**

A U.S. 19 Redevelopment/Concurrency Fund is hereby established. All fair share fees or payments collected by the County pursuant to Section 402.10.B.1., or proportionate share payments collected from any project in the U.S. 19 Redevelopment/Concurrency Area pursuant to Section 402.5.D.2. for improvements on U.S. 19, shall be deposited in the U.S. 19 Redevelopment/Concurrency Fund. The fees and payments deposited into the U.S. 19

Redevelopment/Concurrency Fund shall be earmarked and expended solely for (1) capacity and safety improvements (including all necessary design, right-of way-acquisition, and construction costs) for U.S. 19 that serve development within the U.S. 19 Redevelopment Area, and (2) all costs associated with the creation of an urban infill and redevelopment area and plan for the U.S. 19 Redevelopment/Concurrency Area pursuant to Section 163.2517, Florida Statutes and the Comprehensive Plan, and all costs associated with the implementation of such plan.

SECTION 3. Section 319.9.B.2.d. of the Land Development Code is hereby amended as follows:

d. List of transportation mitigation provided or required to be provided by the development, including: 1) the appraised value of any land dedicated or to be dedicated in accordance with a. and b. above, 2) certified cost estimates for all transportation improvements provided or required to be provided by the development, ~~and~~ 3) estimated transportation impact fees paid or due for the development pursuant to Ordinance No. 04-05, as amended~~.~~, and 4) any transportation mitigation or proportionate share payments required pursuant to Section 402 of the Land Development Code.

SECTION 4. Sections 319.9.B.3.a. through 319.9.B.3.h. of the Land Development Code are hereby deleted and replaced with the following:

a. A TIS and substandard road analysis will be required for the Dedication Waiver application notwithstanding the applicability and exemption provisions of the TIS Resolution or Section 402 of the Land Development Code.

b. All analysis and impacted roadways shall be based on the existing network only, without taking into account capacity created by the committed network or committed improvements.

c. Impacted roadway facilities shall be based on where the project traffic consumes more than zero (0) percent of the two way peak hour service flow rate of the roadway segments within the roadway facility using the latest version of the FDOT generalized service flow rate tables.

d. All intersections are impacted along the impacted roadway facilities (as defined above) that provide access to the site from a local/major road where project traffic is more than zero (0) trips.

e. All major signalized or major unsignalized intersections along the impact roadways (as defined above) are impacted.

f. Mainline, ramps and facilities of toll roads are all impacted where the project traffic is more than zero (0) trips.

g. No percentage of project traffic or trips shall be allowed to travel on substandard roads without mitigating impacts.

h. A proportionate-share calculation shall be required, including a proportionate share-share calculation for all improvements needed to achieve minimum roadway and maintenance standards for impacted substandard roads.

i. All impacts, mitigation, and proportionate-share calculations shall be based on traffic generation of the cumulative development, including traffic from previously development or approved phases. In addition, for redevelopment, all impacts, mitigation, and proportionate share calculations shall be based on traffic generation of the new use, without considering traffic generation of the prior use.

j. Turn lane length analysis shall be required for all impacted intersections where project traffic is more than zero (0) trips.

SECTION 5. Section 319.9.D. of the Land Development Code is hereby amended as follows:

D. Compensation

If the Development Review Committee authorizes compensation for the Excess Dedication Amount, the County, subject to Board of County Commissioner approval where required, shall compensate the land owner or development site for any Excess Dedication Amount by: (1) paying for the Excess Dedication Amount, which in the case of an excess land dedication shall be an amount equal to 115% of the value of the excess land required to be dedicated as determined by the Pasco County property appraiser in the most recent appraisal prior to any Section 306 development approval or development permit/order for the property which is being dedicated to the County, and less the value of any density which has been transferred to any other portion of the development site or expanded development site, unless the County and property owner agree to another valuation, (2) providing transportation impact fee credits for the Excess Dedication Amount, subject to the eligibility, timing and other requirements of the Pasco County Transportation Impact Fee Ordinance (Ordinance No. 04-05), as amended, (3) designing and/or constructing any of the property owner's or development site's required transportation improvements that have a value equivalent to or greater than the Excess Dedication Amount, <u>(4) providing credit for any transportation mitigation or proportionate share payments required pursuant to Section 402 of the Land Development Code,</u> or

(45) some combination of (1), (2), ~~or~~ (3) or (4) that compensates the property owner or development site for the Excess Dedication Amount.

SECTION 6. Section 618.3 of the Land Development Code is hereby amended as follows:

All projects shall complete the Access Management Analysis Information form attached hereto as Appendix A and complete any analysis required pursuant to Appendix A. If required pursuant to Article 402 of the Land Development Code~~the total maximum daily trip generation from the project will be greater than 1,200 trips per day (see Appendix C), as determined by the County Engineer or his designee~~, the project shall be required to complete a Traffic Impact Study in accordance with the requirements of Pasco County Resolution No. 04-203, as it may be amended from time to time~~, unless such project is exempt pursuant to Resolution No. 04-203~~. Notwithstanding any requirement to the contrary, the County Engineer may require more detailed access management information or a more detailed access management study where the County Engineer determines (1) that the information on the Access Management Analysis Information form or in the Traffic Impact Study is inadequate to determine compliance with these access management regulations, or (2) that the information or study is necessary to protect the public health, safety or general welfare. Based on the information or study provided, the County Engineer, or his designee, may impose conditions on any access permit or project approval granted, including, but not limited to, conditions requiring improvements, such as turn lanes.

SECTION 7. Appendix A to Article 618 is hereby replaced with Appendix A attached to this Ordinance and incorporated herein by reference. Exhibits B and C to Article 402 are hereby replaced with Exhibits B and C attached to this Ordinance and incorporated herein by reference.

SECTION 8. Repealer.

All provisions of the Land Development Code of Pasco County, as amended, and ordinances or parts of ordinances in conflict herewith are hereby modified for consistency with this Ordinance, or in the event such provision cannot be modified for consistency with this Ordinance, such provision is hereby repealed to the extent of any conflict. Exhibit D to Article 402 is hereby specifically repealed. Exhibit B and C to Article 618 are hereby repealed, and all references to such Exhibits in the Land Development Code shall be replaced by reference to Exhibits A and C of the TIS Guidelines. Resolution 04-07 adopting "Traffic Impact Study Requirements for the U.S. 19 Redevelopment/Concurrency Area" is hereby repealed.

SECTION 9. Modification.

It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such

modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board pursuant to Section 11.

SECTION 10. Severability.

It is declared to be the intent of the Board of County Commissioners of Pasco County, Florida, that if any section, subsection, sentence, clause, or provision of this Ordinance shall be declared invalid, the remainder of this Ordinance shall be construed as not having contained said section, subsection, sentence, clause, or provisions and shall not be affected by such holding.

SECTION 11. Inclusion in Code.

It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Pasco County Land Development Code, and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 12. Applicability.

For purposes of jurisdictional applicability, this Ordinance shall apply to all development on land where any portion of the development is within the jurisdiction of unincorporated Pasco County. This Ordinance shall apply in a municipality within Pasco County only upon Pasco County and the municipality entering into an interlocal agreement providing for the application of this Ordinance, or portions thereof, within the municipality.

For purposes of timing applicability, this Ordinance shall apply to non-exempt Certificates of Level of Service Compliance, Certificates of Capacity and Initial and Final Certificate of Capacity Development Orders, or substantial modification thereof, for which a complete application has been filed or denied, or which has expired or been revoked, after the effective date of this Ordinance, unless the County and the applicant agree to an earlier application date. Projects not subject to, or exempt from, this Ordinance shall comply with all rules and regulations in effect prior to the adoption of this Ordinance.

Except for the specific modifications set forth in this Ordinance relating to the County's Access Management Regulations (codified in Article 618 of the Land Development Code), and the County's Transportation Corridor Management Regulations (codified in Article 319 of the Land Development Code), this Ordinance shall not affect the applicability of such regulations. Specifically, the changes to the Access Management Regulations set forth in this Ordinance shall only affect the determination of whether a Traffic Impact Study is required pursuant to such

regulations, and shall not affect the extent to which such regulations may be generally applicable within municipalities.

SECTION 13. Effective Date.

A certified copy of this Ordinance shall be filed with the Department of State by the Clerk to the Board within ten (10) days after adoption of this Ordinance, and this Ordinance shall take effect upon filing with the Department of State, but no earlier than December 1, 2006.

SECTION 14. Relationship to Comprehensive Plan.

Pursuant to Section 163.3194(1), Florida Statutes, to the extent any portion of this Ordinance is deemed by the Board of County Commissioners or a court of competent jurisdiction to be inconsistent with the most recently adopted Comprehensive Plan, the provisions of the most recently adopted Comprehensive Plan shall govern any action taken in regard to an application for a development permit/order until such time that the Comprehensive Plan and the inconsistent portion(s) of this Ordinance are brought into conformity.

ADOPTED this 21st day of November, 2006

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

APPROVED
NOV 21 2006

BY: _____ BY: _____
JED PITTMAN, CLERK CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
OFFICE OF THE COUNTY ATTORNEY

BY: _____
COUNTY ATTORNEY

APPENDIX A

PASCO COUNTY
ACCESS-MANAGEMENT ANALYSIS INFORMATION

The following information is required from all applicants directly or indirectly accessing any collector or arterial road or as otherwise directed by the Engineering Services Director or his designee:

Basic Information:

1. Name of Project: _____

   Development Review Project No.: _____

   Project Location (road name/vicinity): _____

   _____

   Speed Limit: _____

2. Existing property use (size in square feet and/or the number of units, etc.): _____

   _____

3. Proposed property use (size in square feet and the number of units, etc.): _____

   _____

4. Provide the location of all existing and proposed connections to the property. This will include a location map and site plan of any physical features (existing and/or proposed) that will have an impact on traffic circulation and sight distance on the County road system and may include an aerial photograph. Examples of such physical features are walls, fences, trees, gates, utility poles, etc.

   _____

5. Describe any unique, traffic-safety issues with the access; i.e., sight-distance problems:

   _____

   _____

6. Trip generation data and total daily trip generation: The *Institute of Transportation Engineers* (ITE) *Handbook*, latest edition, is acceptable as a source. Other sources may be requested by the Pasco Engineering Services Directoring Services Director or his designee.

   Source: _____

   ITE Code (if used): _____

   Existing Maximum Daily Trip Generation: _____ (1)

   Net increase in Maximum Daily Trip Generation: _____ (2)

   Total Maximum Daily Trip Generation: _____ (Add 1 & 2)

If the total maximum daily trip generations from Step 6 above **does not exceed the thresholds set forth in Exhibit A of the Traffic Impact Study (TIS) Guidelines entitled "Size of Development that Generates 100 Daily Driveway Trips"** ~~is 100 trips per day or less (see Appendix B)~~, no further information is required.

If the total maximum daily trip generation from Step 6 above **exceeds the thresholds set forth in Exhibit A of the TIS Guidelines entitled "Size of Development that Generates 100 Daily Driveway Trips"** ~~is more than 100 trips per day and less than or equal to 1,200 trips per day (see Appendix C)~~, the following additional information (Steps 7 **and 8**) is required**. Step 7 is required** prior to proceeding with Turn-Lane Warrants and Design Criteria **and Step 8 is required to address any substandard road issues**.

~~If the total maximum daily trip generations from Step 6 above is greater than 1,200 trips per day (see Appendix C), as determined by the Engineering Services Director or his designee, the~~A project shall be required to complete a TIS in accordance with the requirements of Pasco County Resolution No. 04-203, as it may be amended from time to time, unless such project is exempt **from TIS requirements** pursuant to **Section 402 of the Land Development Code**~~Resolution No. 04-203~~. Notwithstanding the foregoing, the Engineering Services Director may require more detailed access-management information or a more detailed access-management study where the Engineering Services Director determines 1) that the information on the Access-Management Analysis Information form or in the TIS is inadequate to determine compliance with the access-management regulations, or 2) that the information or study is necessary to protect the public health, safety, or general welfare.

Additional Traffic Data Required for Projects Exceeding 100 Driveway Trips Per Day Unless a TIS is Required Pursuant to Section 402 of the Land Development Code:

7. Existing counts on the public roadway (Pasco County Traffic Operations Division Traffic Counts may be accessed at http://www.pascocountyfl.net/traffic/trafficops.html. Recent data, if available on this website, may be acceptable):

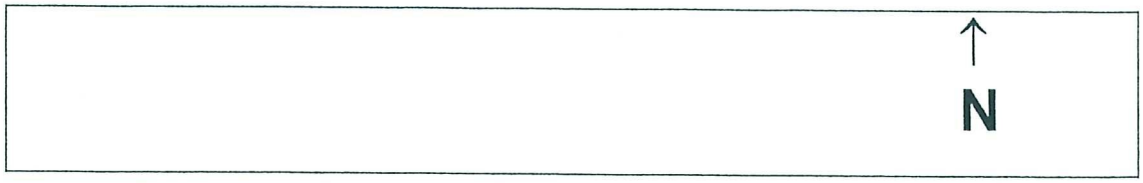
a.

- P.M. peak _____ NB _____ SB _____ EB _____ WB
- A.M. peak _____ NB _____ SB _____ EB _____ WB
- Total daily count: _____
- Date and source of the count: _____

b. Using the ITE *Trip Generation Handbook* or trip rates as approved by Pasco County, provide trip generation of the proposed site during a.m. and p.m. peak periods of the adjacent public road.

- P.M. peak hour trips: _____
- A.M. peak hour trips: _____

c. Provide a sketch illustrating the distribution of the project traffic during the a.m. and p.m. peak periods of the adjacent public road.



Proceed with Warrants and Turn-Lane Design Criteria

8. **Perform a Substandard Road Analysis in accordance with Resolution No. 04-203, as it may be amended from time to time, unless such project is exempt pursuant to Resolution No. 04-203, as it may be amended from time to time.**

TURN-LANE WARRANTS AND DESIGN CRITERIA

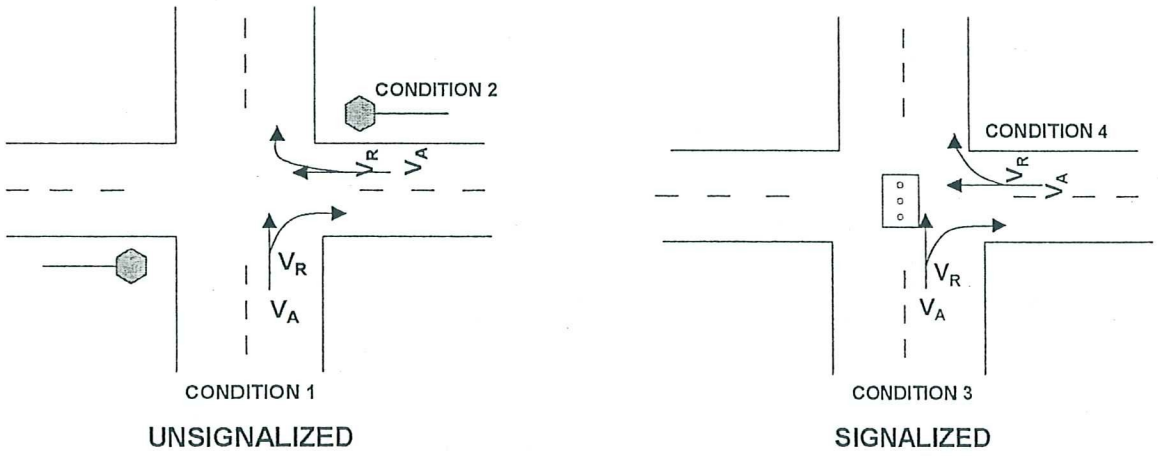
DEFINITIONS OF TERMS

Access Road	Driveways or roads connecting developments, such as shopping centers or office parks to major roads and do not serve major road through traffic.
Vehicles Per Hour (VPH)	The design hourly volume during the peak 15 minutes of the highest peak hour expressed in terms of vehicles per hour (peak 15-minute volume X 4).
Major Road	Any County roadway classified in the Comprehensive Plan as collector or arterial.
V_A – Approaching Volume (VPH)	Total volume approaching the intersection from the subject direction includes right- and left-turning and through vehicles.
V_O – Opposing Volume (VPH)	Total volume approaching the intersection from the opposite direction.
V_L – Left-Turning Volume (VPH)	Volume of vehicles turning left at the subject intersection.
V_R – Right-Turning Volume (VPH)	Volume of vehicles turning right at the subject intersection.
% of Left-Turns in V_A	Volume of left-turning vehicles divided by the approaching volume at the subject intersection.

TABLE 1

RIGHT-TURN WARRANTS

Unsignalized		
Condition 1	On major roads without stop control (approach)	See Graph Nos. 1A and 1B
Condition 2	Access roads or major through roads with stop control (approach)	• $V_R \geq 150$ **OR** • There are five or more related accidents in one year
Signalized		
Condition 3	On major roads (approach)	• $V_R \geq 150$ **AND** • The total outside lane approach volume (V_A) is at least 200 VPH (including right-turn) **OR** • There are five or more related accidents in one year
Condition 4	On access roads approach	• $V_R \geq 150$ **OR** • There are five or more related accidents in one year



NOTES:

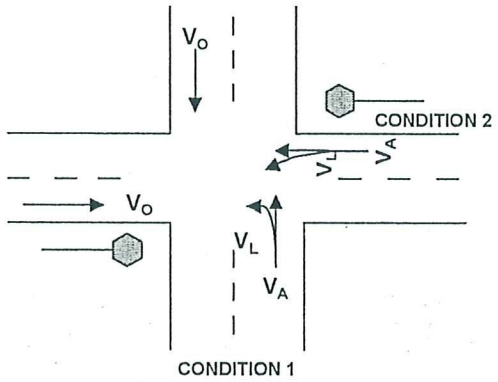
1. When public safety so requires due to site specific conditions, such as limited sight distance, **high traveling speed,** and presence of a significant percentage of heavy vehicles, a turn lane may be required even though the criteria in Graph No. 1 is not met.

2. The provisions of the right-turn warrants may be modified by the Engineering Services Director or his designee if it is determined that due to site specific constraints, the implementation will not be feasible or practical.

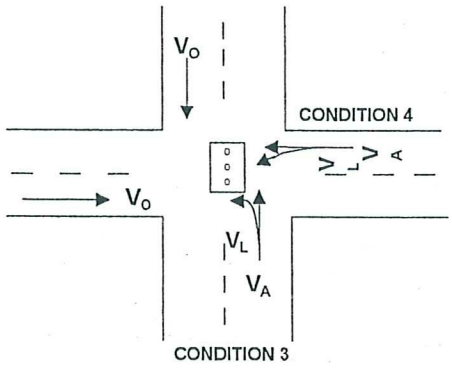
TABLE 2

LEFT-TURN WARRANTS

Unsignalized		
Condition 1	On major roads without stop control (approach)	See Graph Nos. 2A through 2D
Condition 2	On access roads or through roads (approach)	• $V_L \geq 100$ **OR** • There are four or more related accidents in one year
Signalized		
Condition 3	On major roads (approach)	• $V_L \geq 100$ **OR** • 20 percent or more of the total approach volume in the inside lane is left-turn **OR** • There are five or more related accidents in one year
Condition 4	On access roads or through roads approach	• $V_L \geq 100$ **OR** • There are five or more related accidents in one year



UNSIGNALIZED



SIGNALIZED

NOTES:

1. An exclusive left-turn lane at signalized intersections or on access roads and through roads with stop control are more often needed to reduce the total delay to the approaching vehicles; therefore, use of traffic engineering software**, with the approval of the Engineering Services Director or his designee, may be used**~~is highly recommended~~.

2. When public safety so requires, due to site specific conditions, such as limited sight distance**, high traveling speed,** and presence of a significant percentage of heavy vehicles, a turn lane may be required even though the criteria in Graph No. 2 is not met.

3. The provisions of the left-turn warrants may be modified by the Engineering Services Director or his designee if it is determined that due to site specific constraints, the implementation will not be feasible or practical.

4. A dual left-turn lane should be considered when the left-turn volume exceeds 300 VPH.

~~5. A dual left-turn lane should be considered when the left-turn volume exceeds 300 VPH.~~

~~6. A dual left-turn lane should be considered when the left-turn volume exceeds 300 VPH.~~

5. At high speed (greater than 45 mph), rural, unsignalized/signalized intersections, a separate left-turn lane should be considered for safe operations.

TABLE 3

RIGHT-TURN LANE LENGTHS
(Deceleration and Storage)

Unsignalized		
Condition 1	On major roads without stop control and on major through roads with stop control (approach)	• Deceleration Length: FDOT Index 301 • Storage Length: 25 feet desirable unless there are site specific conditions that require a longer storage length
Condition 2	On access roads (approach)	• Deceleration Length: Taper only • Storage Length = $V_R / 2$
Signalized		
Condition 3	On major roads (approach)	• Deceleration Length: FDOT Index 301 • Storage Length = $V_R / 2$
Condition 4	On access roads (approach)	• Deceleration Length: FDOT Index 301 • Storage Length = $V_R / 2$

NOTES:

1. In many instances, the storage length of a right-turn lane at signalized intersections or access/major roads with stop control is dictated by the required storage length for left and/or through movements. Refer to Left-Turn Section for determining the storage length for left-turn.

2. If the right-turn flow is limited due to heavy volume of conflicting movements, then the storage length should be based on the left-turn, storage-length formula.

3. The provision of storage lengths and deceleration lengths may be modified or waived by the Engineering Services Director or his designee if it is determined that due to site specific constraints, the implementation will not be feasible or practical.

4. ~~Use of t~~Traffic engineering software**, with the approval of the Engineering Services Director or his designee, may be used**~~is highly recommended~~ to determine the storage length for right turns.

TABLE 4

LEFT-TURN LANE LENGTHS
(Deceleration and Storage)

Unsignalized		
Condition 1	On major roads (approach)	• Deceleration Length: FDOT Index 301 • Storage Length = 25 X V_L / 30
Condition 2	On access roads (approach)	• Deceleration Length: Taper only • Storage Length = 25 X V_L / 30
Signalized		
Condition 3	On major roads (approach)	• Deceleration Length: FDOT Index 301 • Storage Length = 2 X 25 X V_L / N
Condition 4	On access roads (approach)	• Deceleration Length: FDOT Index 301 • Storage Length = 2 X 25 X V_L / N

NOTES:

1. N = The number of traffic signal cycles per hour. Use 30 as a default (assumes 120-second cycle length).

2. If the formula yields a storage length of less than 50 feet for unsignalized intersections, then a minimum storage of 50 feet should be provided.

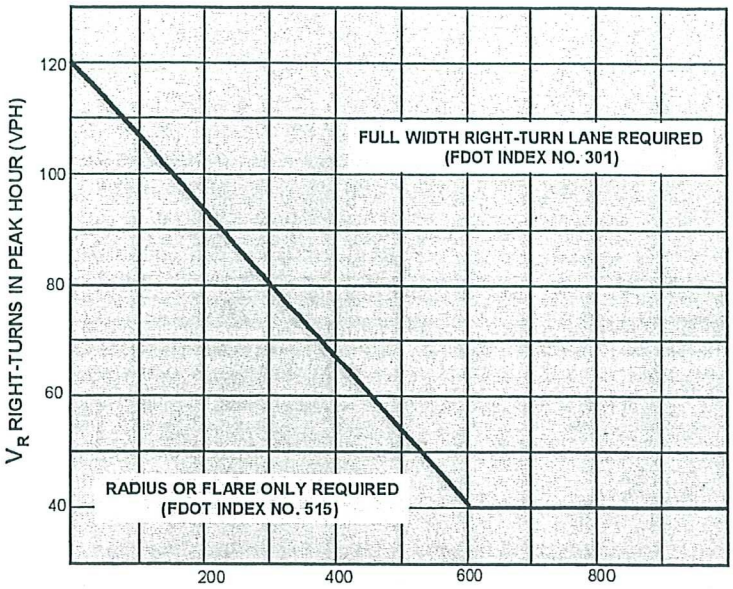
3. If the formula yields a storage length of less than 100 feet for signalized intersections, then a minimum storage of 100 feet should be provided.

4. The provision of storage and deceleration lengths may be modified or waived by the Engineering Services Directoring Services Director or his designee if it is determined that due to site specific constraints, the implementation will not be feasible or practical.

5. In some instances at signalized intersections or on access/major roads with stop control, the storage length of the left-turn is dictated by the thorough or right movements. It is advised that the storage length for all movement be calculated and the highest length be used. For thorough storage length, the same formula as the left-turn can be used. Refer to right-turn section for determining the storage length for right turns.

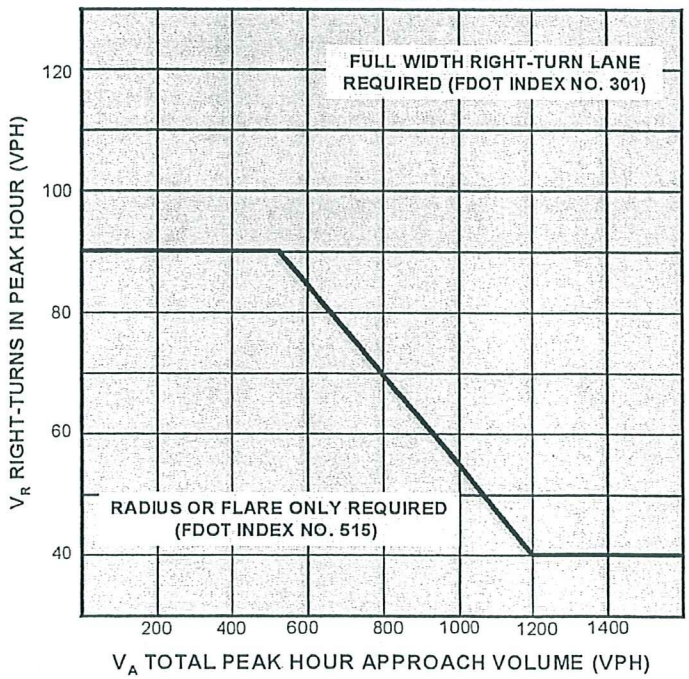
6. ~~Use of t~~Traffic engineering software**, with the approval of the Engineering Services Director or his designee, may be used**~~is highly recommended~~ to determine the storage length for right turns.

GRAPH 1A. RIGHT-TURN LANE WARRANTS – TWO-LANE FACILITIES



Note: For posted speeds at or under 45 mph, peak hour right turns greater than 40 VPH, and total peak hour approach less than 300 VPH, adjust right-turn volumes. Adjust peak hour right turns = peak hour right turns - 20.

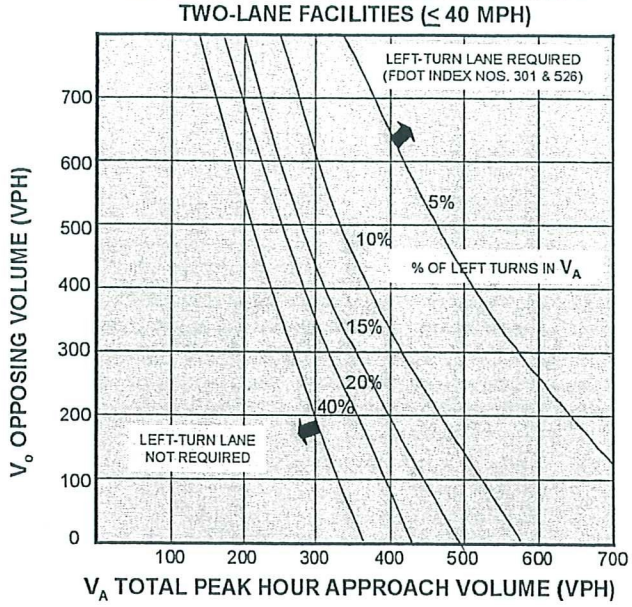
GRAPH 1B. RIGHT-TURN LANE WARRANTS
FOUR- OR SIX-LANE FACILITIES



Note: For application on high speed highways.

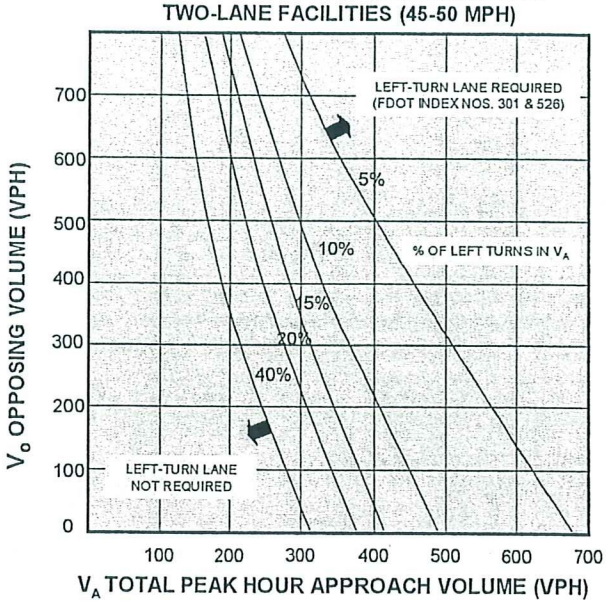
Graph 1A & 1B - Source: From National Cooperative Highway Research Program Report No. 279.

GRAPH 2A. LEFT-TURN LANE WARRANTS – TWO-LANE FACILITIES (≤ 40 MPH)



Note: Left-turn lane not required when intersection of V_A and V_O is below the curve corresponding to the % of left turns in V_A.

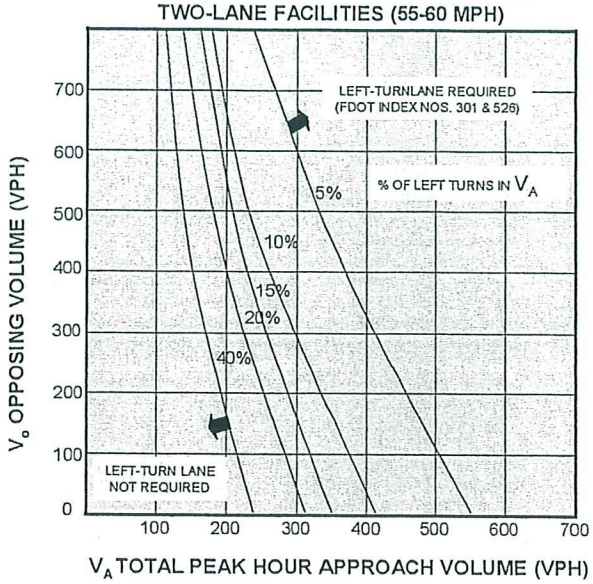
GRAPH 2B. LEFT-TURN LANE WARRANTS – TWO-LANE FACILITIES (45-50 MPH)



Note: Left-turn lane not required when intersection of V_A and V_O is below the curve corresponding to the % of left turns in V_A.

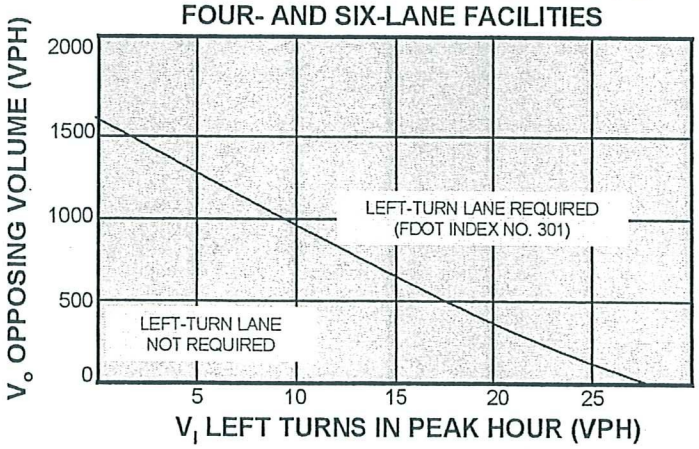
Graph 2A & 2B – Source: Derived from National Cooperative Highway Research Program Report #279.

GRAPH 2C. LEFT-TURN LANE WARRANTS – TWO-LANE FACILITIES (55-60 MPH)



Note: Left-turn lane not required when intersection of V_A and V_O is below the curve corresponding to the % of left turns in V_A.

GRAPH 2D. LEFT-TURN LANE WARRANTS – FOUR- AND SIX-LANE FACILITIES



Note: When V_O < 400 VPH, a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as left-turning traffic exceeds 400 VPH. (V_A > 400 VPH).

Graph 2C & 2D – Source: Derived from National Cooperative Highway Research Program Report #279.

SAMPLE PROBLEM NO. 1

Steps 1-6

1. 94-unit apartment complex. West side of Rowan Road north of Nebraska Avenue (Main Street). Four-lane urban. Speed limit - 45 mph.

2. Existing use - vacant.

3. Proposed use - apartments.

4. Site plan, etc., not included in sample.

5. Proposed access on Rowan Road, west side, at existing median opening approximately 365 feet north of Indiana Avenue. No existing turn-lane facilities north or southbound. No other access to this site is proposed.

6. Source - ITE, 6th Edition
   ITE Code - 220
   Existing Maximum Trip Generation - 0
   Net Increase in Maximum Trip Generation - 698
   From ITE - # Trips = (5.994 X 94 units) + 134.114 = 698
   Total Maximum Daily Trip Generation - 698

If the total maximum daily trip generation is greater than 100 and no TIS is required pursuant to Section 402 of the Land Development Code, proceed with Step 7.

Step 7

7. From the Pasco County Traffic Operations Division, Traffic Count File for Rowan Road (C.R. 77) (Section 820.1).

P.M. peak	455 NB	385 SB	N/A EB	N/A WB

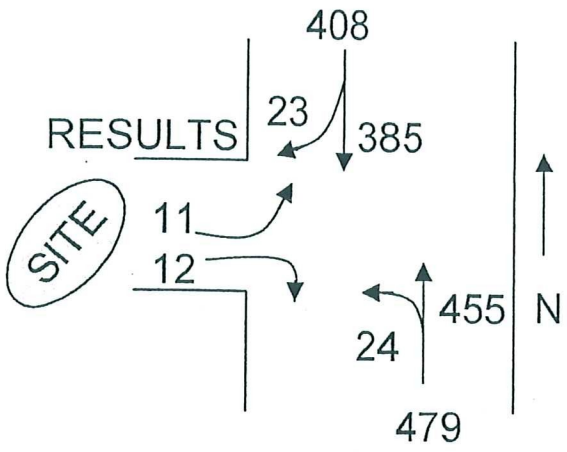
A.M. Peak Not Available

Total Daily Count - 23,624 (ADT) 10/4/01

From ITE Manual, P.M. Peak Hour Trips = (0.541 X 94 units) + 18.7443 = 70 trips

A.M. Peak Hour Trips - N/A

From ITE, 67% (47) entering, 33% (23) exiting. Say 50/50 directional distribution.



Proceed to Warrants and Turn-Lane Design Criteria

Right-Turn Warrants

From Table 1, Condition 1, see Graph 1B to check warrants for southbound, right-turn lane on Rowan Road

$V_R = 23, \quad V_A = 385 + 23 = 408$

From Graph 1B, a full width, right-turn lane is not warranted.

Left-Turn Warrants

From Table 2, Condition 1, see Graph 2D to check warrants for northbound, left-turn lane on Rowan Road.

$V_L = 24, \; V_A = 455 + 24 = 479, \; V_O = 385 + 23 = 408$

From Graph 2D, the intersection of V_O and V_L is to the right of the curve; therefore, a left-turn lane is required.

Left-Turn Lane Lengths

From Table 4, Condition 1, the required deceleration length is determined by FDOT Index No. 301. A total deceleration distance (L) of 185' is required for the 45 mph urban condition and includes the 50' taper length.

The required storage length (queue) is calculated as follows:

Storage Length $= 25 \times V_L / 30 = 25 \times 24/30 = 20'$

Per Note 1, the required minimum storage length is 50'. This is in addition to the 185' deceleration for a total deceleration and storage length of 235'.

Exhibit B

U.S. 19 FAIR SHARE FEE SCHEDULE

ITE LUC	Land Use	Unit	U.S. 19 Fair Share Fee	
			On U.S. 19*	Within Redevelopment/ Concurrency Area of U.S. 19
	RESIDENTIAL:			
210	Single Family Detached	du	$1,083	$819
221	Multi-Family	du	$995	$752
230	Condominium/ Townhouse (3 to 9 stories)	du	$751	$567
232	High-Rise Condominium (10 or more stories)	du	$631	$477
240	Mobile Home Park	du	$590	$370
250	Age Restricted Single Family	du	$276	$145
252	Congregate Care Facility (Attached)	du	$149	$84
	LODGING:			
310	Hotel	room	$824	$623
320	Motel	room	$529	$332
330	Resort Hotel	room	$1,261	$935
416	RV Park	RV Space	$536	$364
	RECREATION:			
420	Marina	berth	$402	$304
430	Golf Course	Hole	$4,859	$3,673
443	Movie Theaters w/Matinee	screen	$4,957	$2,509
412	General Recreation	acres	$300	$217
473	Racquet Club/Health Club/Spa/Dance Studio	1,000 sf	$2,434	$1,840
494	Bowling Alley	1,000 sf	$4,732	$3,577
495	Community Center	1,000 sf	$3,009	$2,175
	INSTITUTIONAL:			
610	Hospital	1,000 sf	$1,888	$1,365
620	Nursing Home	bed	$181	$95
520	Elementary School	student	$94	$57
522	Middle School	student	$151	$91
530	High School	student	$186	$113
540	Junior/Community College	student	$209	$158
550	University	student	$324	$245
560	Church	1,000 sf	$883	$518
565	Day Care	student	$209	$103
566	Cemetery	acres	$679	$513
	OFFICE:			
710	50,000 sf or less	1,000 sf	$2,206	$1,440
710	50,001-100,000 sf	1,000 sf	$1,710	$1,116
710	100,001-200,000 sf	1,000 sf	$1,456	$950
710	200,001-400,000 sf	1,000 sf	$1,240	$809
710	greater than 400,000 sf	1,000 sf	$1,056	$689
720	Medical Office/Clinic	1,000 sf	$4,086	$2,667
N/A	Veterinarian Clinic	1,000 sf	$1,372	$673
	RETAIL:			
814	Specialty Retail, including Bar/Taverns	1,000 sf	$3,369	$1,898
820	Under 50,000 GSF	1,000 sf	$3,782	$1,876
820	50,000 to 200,000 GSF	1,000 sf	$2,927	$1,502
820	200,001 to 400,000 GSF	1,000 sf	$2,719	$1,439
820	400,001 to 600,000 GSF	1,000 sf	$2,593	$1,395
820	600,001 to 800,000 GSF	1,000 sf	$2,463	$1,338

Exhibit B
U.S. 19 FAIR SHARE FEE SCHEDULE

ITE LUC	Land Use	Unit	U.S. 19 Fair Share Fee	
			On U.S. 19*	Within Redevelopment/ Concurrency Area of U.S. 19
820	Greater than 800,000 GSF	1,000 sf	$2,354	$1,294
816	Hardware / Paint	1,000 sf	$2,725	$1,400
831	Quality Restaurant	1,000 sf	$6,256	$3,439
832	High-Turnover Restaurant	1,000 sf	$8,634	$4,784
834	Fast Food Rest w/ Drive-Thru	1,000 sf	$19,178	$9,601
837	Quick Lube	bays	$2,878	$1,649
840	Auto Repair or Body Shop	1,000 sf	$2,744	$1,572
841	New/Used Auto Sales	1,000 sf	$3,631	$2,276
844	Gasoline Station	fuel pos	$2,316	$1,136
847	Self-Service Car Wash	bay	$3,699	$1,747
848	Tire Store	1,000 sf	$1,820	$1,042
850	Supermarket	1,000 sf	$2,764	$1,385
853	Convenience Store with Gas Pumps	1,000 sf	$8,868	$4,143
862	Home Improvement Superstore	1,000 sf	$2,543	$1,383
881	Pharmacy/Drug Store w/ Drive-Thru	1,000 sf	$1,869	$937
890	Furniture Store	1,000 sf	$392	$276
912	Bank/Savings Drive-in	1,000 sf	$11,935	$6,276
n/a	Conv'ce/Gasoline/Fast Food Store	1,000 sf	$23,701	$12,321
	INDUSTRY:			
110	General Light Industrial	1,000 sf	$828	$536
120	General Heavy Industrial	1,000 sf	$178	$115
130	Industrial Park	1,000 sf	$827	$535
140	Manufacturing	1,000 sf	$454	$294
150	Warehouse	1,000 sf	$589	$382
151	Mini-Warehouse	1,000 sf	$208	$114
152	High Cube Warehouse	1,000 sf	$167	$126
N/A	Airport Hanger	1,000 sf	$589	$382

*For purposes of this Table. "On US 19" shall mean a development having Direct Connection to US 19, per LDC 402.5.C.

(1) Each of the inputs to the impact fee equation, including the Fee Schedule Assumptions at the top of the table, are briefly defined on page 18 of the *Pasco County 2002 Transportation Impact Fee Update Study Summary Report*, and are discussed in more detail in Section 2.0 (pages 2-14) of that same document, or in the U.S. 19 Concurrency Fair Share Fee Technical Support Document document, dated February, 2004.

(2) If the computation of the Recommended Trip Length for any land use category resulted in a length greater than 7.25 miles, the value was capped at 7.25 miles, which is the adjusted trip length for the Single Family Detached Residential land use category for Pasco County.

(3) The three non-residential land use categories noted did not have a 5% adjustment factor applied to their trip lengths due to their convenience nature (which typically generates shorter trip lengths) and extremely high trip rates. Therefore, the Recommended Trip Lengths for these three categories reflect the actual values from the Trip Characteristics Database included in Appendix B of the *Pasco County 2002 Transportation Impact Fee Update Study Summary Report*.

Exhibit C

U.S. 19 DEVELOPMENT REVIEW PROCEDURE

SIZE OF DEVELOPMENT HAVING 2,500 DAILY TRIP IMPACT ON U.S. 19 [1,2]

Land Use	Trip Rate (1)	Percent New Trips (1)	Size On US 19[a]	Within Redevelopment/ Concurrency Area	Unit
RESIDENTIAL:					
Single Family (Detached)	7.59	100%	506	731	du
Multi-Family	6.30	100%	609	880	du
Mobile Home Park	4.67	100%	823	1,189	du
Age Restricted Single Family	3.71	100%	1,035	1,496	du
Congregate Care Facility (Attached)	2.25	72%	2,374	3,429	du
Low-Rise Concominium (1 to 2 stories)	5.20	100%	738	1,067	du
High-Rise Condominium (3 or more stories)	4.18	100%	920	1,329	du
LODGING:					
Hotel	8.30	66%	702	1,013	room
Motel	5.63	77%	886	1,280	room
Resort Hotel	5.10	83%	908	1,311	room
RV Park	3.70	100%	1,038	1,500	RV Space
RECREATION:					
Marina	2.96	90%	1,443	2,084	berth
Golf Course	35.74	90%	118	171	Hole
Miniature Golf Course	3.30	90%	1,294	1,869	Hole
Movie Theaters	106.63	88%	40	58	screen
General Recreation	2.28	90%	1,874	2,707	acres
Racquet Club/Health Club/Spa/Dance Studio	14.03	94%	291	420	1,000 sf
Bowling Alley	33.33	94%	122	176	1,000 sf
Community Center	22.88	90%	186	269	1,000 sf
INSTITUTIONAL:					
Hospital	17.57	77%	283	409	1,000 sf
Nursing Home	2.48	89%	1,742	2,516	bed
Elementary School	1.29	80%	3,726	5,382	student
Middle School	1.62	90%	2,637	3,809	student
High School	1.71	90%	2,498	3,609	student
Junior/Community College	1.20	90%	3,560	5,142	student
University	2.38	90%	1,795	2,593	student
Church	9.11	90%	468	676	1,000 sf
Day Care	3.03	74%	1,714	2,476	student
Cemetery	4.73	95%	855	1,236	acres
OFFICE:					
50,000 sf or less	15.65	92%	None[c]	None	1,000 sf
100,000 sf or less	14.25	92%	None	None	1,000 sf
100,001-200,000 sf	12.15	92%	None	None	1,000 sf

Land Use	Trip Rate (1)	Percent New Trips (1)	Size On US 19	Within Redevelopment/ Concurrency Area	Unit
OFFICE (continued):					
200,001-400,000 sf	10.36	92%	262	378	1,000 sf
greater than 400,000 sf	8.83	92%	All	All	1,000 sf
Medical Office	35.95	89%	78	113	1,000 sf
Office Park	11.70	92%	232	335	1,000 sf
Veterinarian Clinic	32.80	70%	108	156	1,000 sf
RETAIL:					
Specialty Retail	49.99	85%	58	84	1,000 sf
Under 50,000 GSF	86.56	46%	None	None	1,000 sf
50,000 to 200,000 GSF	62.81	56%	71	103	1,000 sf
200,001 to 400,000 GSF	46.23	63%	b.	b.	1,000 sf
400,001 to 600,000 GSF	38.66	68%	b.	b.	1,000 sf
600,001 to 800,000 GSF	34.37	71%	b.	b.	1,000 sf
Greater than 800,000 GSF	30.33	74%	b.	b.	1,000 sf
Pharmacy/Drug Store w/ Drive-Thru	95.21	33%	79	114	1,000 sf
Home Improvement Superstore	29.80	83%	101	146	1,000 sf
Hardware/Paint	51.29	74%	65	94	1,000 sf
Quality Restaurant	91.10	77%	35	51	1,000 sf
High-Turnover Restaurant	126.50	71%	27	39	1,000 sf
Fast Food Rest w/ Drive-Thru	522.62	60%	7	10	1,000 sf
Gasoline Station	168.56	23%	64	92	fuel pos
Quick Lube	40.00	72%	86	124	bays
Auto Repair or Body Shop	30.09	72%	115	166	1,000 sf
Self-Service Car Wash	108.00	76%	30	43	bay
Tire Store	24.87	72%	139	201	1,000 sf
New/Used Auto Sales	32.93	79%	96	139	1,000 sf
Supermarket	103.38	56%	43	62	1,000 sf
Convenience Store with Gas Pumps	803.24	29%	10	14	1,000 sf
Furniture Store	5.06	54%	914	1,320	1,000 sf
Bank/Savings Drive-in	281.55	46%	19	27	1,000 sf
Conv'ce/Gasoline/Fast Food Store	984.59	32%	7	10	1,000 sf
INDUSTRY:					
General Light Industrial	6.97	92%	389	562	1,000 sf
General Heavy Industrial	1.50	92%	1,811	2,616	1,000 sf
Industrial Park	6.96	92%	390	563	1,000 sf
Manufacturing	3.82	92%	711	1,027	1,000 sf
Warehouse	4.96	92%	547	790	1,000 sf
Mini-Warehouse	2.50	92%	1,086	1,569	1,000 sf
High Cube Warehouse	1.20	92%	2,264	3,270	1,000 sf
Airport Hanger	4.96	92%	547	790	1,000 sf

a. For purposes of this Table, "On US 19" shall mean a development having Direct Connection to US 19, per LDC 402.5.C.
b. All developments in this size range are presumed to add 2,500 or more daily trips to US 19.
c. "None" denotes that no development within the size range are expected to add more than 2,500 daily trips to US 19.

1. Multi-use developments (i.e. more than one land use type in the Table) shall be presumed to add more than 2,500 daily trips to US 19 if the sum of the percentages of each land use to the applicable 2,500 daily threshold in the Table exceeds 100%; however, such developments may submit a traffic impact study in accordance with the adopted traffic study requirements to rebut that presumption. Example: A development Direct Access to US 19 with 402 single-family detached units (79.4 percent of the threshold) and a 3,900 square foot fast food restaurant with drive-thru (56% ot threshold) would be presumed to exceed a 2,500 dai trip impact because the sum of 79.4 percent and 56 percent adds to more than 100 percent. However, the presumption could be challenged with a traffic study approved by the County in accordance with the adopt traffic study requirements.

2. Developments that exceed the thresholds above are required to perform a traffic impact study in accordance with the adopted traffic impact study requirements; however, if the County-approved traffic impact stu demonstrates that the devleopment genreates 2,500 daily trips or less on US 19, such developments shall have the option of mitigation in the same manner as developments generating 2,500 daily trips or less on US 19.

Source: Pasco County 2006 Transportation Impact Fee Update Study Summary Report

AGREEMENT FOR SALE
WIREGRASS RANCH SCHOOL SITES

THIS AGREEMENT is made and entered this 2nd day of March, 2004, by and between Wiregrass Ranch, Inc., a Florida corporation, hereinafter referred to as "Seller," and The School District for Pasco County, Florida ("School District"), a political subdivision of the State of Florida, also referred to as "Buyer."

1. Sale of Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, certain unimproved land in Pasco County, Florida, as follows:

(a) High School Parcel. Seller shall sell and the School District shall purchase that certain parcel depicted on Exhibit "A" hereto as the "High School Parcel" and which is preliminarily described on Exhibit "B" hereto, containing approximately 59.12 gross acres, of which approximately 50.69 acres are uplands (net of jurisdictional wetlands). The precise legal description for the High School Parcel shall be provided to the parties by survey pursuant to paragraph 5 below, which survey legal description shall be used for the deed and title policy for the High School Parcel. Simultaneous with the conveyance of the High School Parcel to Buyer, Seller also shall convey the Access Parcel depicted on Exhibit A hereto and described on Exhibit "E" hereto, to Buyer, for no additional consideration, which conveyance shall be subject to Seller's retained easement rights and Buyer's construction obligations pursuant to paragraphs 14(c)iii, below. Buyer may subsequently dedicate such Access Parcel to Pasco County Florida, as public right-of-way, or may dedicate same to the Community Development District for Wiregrass Ranch.

(b) Middle School Parcel. Seller shall sell and the School District shall purchase that certain parcel depicted on Exhibit "A" hereto as the "Middle School Parcel" and which is preliminarily described on Exhibit "C" hereto, containing approximately 29.192 gross acres, of which approximately 27.30 acres are upland (net of jurisdictional wetlands). The precise legal description for the Middle School Parcel shall be provided to the parties by survey pursuant to paragraph 5 below, which survey legal description shall be used for the deed and title policy for the Middle School Parcel.

(c) Drainage/Mitigation Parcel. Simultaneously with the Initial Closing (as described in paragraph 8, below), and for no additional consideration beyond the Purchase Price for the High School Parcel and the Middle School Parcel (as set forth in paragraph 2, below), Seller shall convey to Buyer that certain Drainage/Mitigation Parcel depicted on Exhibit "A" hereto and described on Exhibit "D" hereto, containing 38.30 gross acres, more or less; provided, however, that the conveyance of the Drainage/Mitigation Parcel shall be subject to the following easements, covenants and restrictions: (i) Seller shall retain a permanent exclusive easement over, under, and across the Drainage/Mitigation Parcel for purposes of drainage retention, detention, and/or conveyance of stormwater, excavation of borrow pits for fill dirt material, flood plain compensation and/or mitigation, upland habitat preservation and/or mitigation, and wetland or other environmental mitigation, including, without limitation, ingress-egress rights for initial excavation, construction or creation, and for maintenance of any facilities, mitigation areas, or other such use therein; and (ii) Buyer's utilization of said Drainage/Mitigation Parcel shall be

limited to (x) construction and use of a secondary access roadway as generally depicted on Exhibit "A" hereto, not to exceed 60 feet in width (inclusive of pavement, slopes, sidewalks, drainage, etc.), (y) construction of a landscape, fence, wall or other buffer area along the southern boundary of said Drainage/Mitigation Parcel, and (z) passive educational uses not inconsistent or incompatible with Seller's retained easement rights as set forth in (i) above. It is expressly understood and agreed that Seller's easement rights hereunder may include creation and maintenance of a master drainage and/or environmental mitigation bank for the Wiregrass Ranch project. The permitting, construction and maintenance of the secondary access roadway, any buffer area, and any education use pursuant to (ii), above, shall be at Buyer's sole cost and expense. In the event the proposed location of the secondary access road is not practical due to environmental permitting constraints, Seller and Buyer shall cooperate in good faith to locate a suitable secondary access roadway location for Buyer.

(d) Elementary School Parcels. In addition to the High School Parcel, the Middle School Parcel, and the Drainage/Mitigation Parcel, Seller has agreed to sell, and Buyer has agreed to buy, three (3) elementary school parcels within the Wiregrass Ranch master planned project (collectively the "Elementary School Parcels"). The precise location of each Elementary School Parcel is not yet determined by the parties, but shall be determined during the planning and approval process for Wiregrass Ranch, based upon the following criteria: (i) each Elementary School Parcel shall contain approximately fifteen (15) upland acres, net of jurisdictional wetlands; (ii) each Elementary School Parcel shall be accessed via a local roadway or street, rather than S.R. 56, Porter Boulevard, or Chancey Road, if feasible; and (iii) Seller and Buyer mutually shall cooperate in good faith to locate one such elementary school site north of Chancey Road, one site between Chancey Road and S.R. 56, and one site south of S.R. 56, within the Wiregrass Ranch project, subject to planning, permitting and approval requirements, and project development design criteria for Wiregrass Ranch. The precise location and survey legal description for each Elementary School Parcel shall be provided pursuant to paragraph 5, below, within two hundred seventy (270) days after the Effective Date of this Agreement, or sooner with the mutual approval of Seller and Buyer as to any such parcel. Once procured, the survey legal description shall be utilized for the deed and title policy for each Elementary School Parcel.

(e) Option Parcel. In addition to the High School Parcel, Middle School Parcel, and three (3) Elementary School Parcels to be purchase by Buyer hereunder, Seller also has agreed to provide Buyer with an option to purchase a fourth (4th) elementary school parcel within Wiregrass Ranch (the "Option Parcel"), which may be exercised by Buyer and closed upon at any time within five (5) years after the Initial Closing (as defined below) for the High School Parcel and the Middle School Parcel, on the following terms and conditions: (i) the Option Parcel shall contain approximately fifteen (15) upland acres, net of jurisdictional wetlands; (ii) the Option Parcel site shall be mutually selected by Buyer and Seller, subject to the locational criteria set forth above for the Elementary School Parcels, and (iii) the Purchase Price for the Option Parcel shall be the same per acre rate as set forth herein for the High School Parcel, Middle School Parcel, and three (3) Elementary School Parcels to be purchased by Buyer hereunder.

The deed for each parcel shall contain restrictions limiting the use of the parcel to schools, public arts, education, and/or recreational purposes.

2. Purchase Price. Seller and Buyer agree that the Purchase Price for all of the purchase parcels hereunder (excluding the Drainage/Mitigation Parcel and the Access Parcel), including the High School Parcel, Middle School Parcel, three (3) Elementary School Parcels, and Option Parcel (if exercised by Buyer), shall be calculated at the rate of Fifty Thousand Dollars ($50,000.00) per upland acre, net of jurisdictional wetlands (except as provided in paragraph 2(b), below). The Purchase Price shall be paid in cash at Closing for each of the respective parcels, by cashier's check, wire transfer, or official School District check, after adjustment for closing costs and prorations, if any, as provided for herein. With respect to the acreage for each parcel, the Purchase Price shall be calculated as follows:

(a) Survey Acreage. The Wiregrass Ranch project surveyor, King Engineering Associates, Inc., Tampa, Florida, shall prepare the certified survey for each parcel pursuant to the criteria set forth in this Agreement. The survey shall include a calculation of the gross upland acres, net of jurisdictional wetlands, calculated to the nearest one-hundredth (.01) acre. The gross upland acreage shall include any private access roadway (other than the Access Parcel) provided for such parcel to connect to a public right-of-way within Wiregrass Ranch, as well as any interior, isolated wetland jurisdictional area within the parcel that is to be mitigated for by Buyer within the Drainage/Mitigation Parcel or on other land provided by Seller, pursuant to paragraph 2(b), below. Buyer shall not be required to pay for wetland acreage that is not to be impacted and mitigated for by Buyer.

(b) Mitigation for Wetland Impacts. In the event the High School Parcel or the Middle School Parcel contain one or more interior, isolated jurisdictional wetlands which Buyer desires to impact and mitigate for incident to its site development of such parcel, then such on-site wetland impact area shall be treated as "upland area" for purposes of calculating the Purchase Price for said parcel; provided, however, that Seller then shall provide to Buyer up to three (3) acres of off-site mitigation land for each such interior, on-site acre to be impacted, at no additional land cost to Buyer. The location of such off-site mitigation area shall be determined by Seller in accordance with the Wiregrass Ranch master plan and the requirements of all agencies having jurisdiction thereover, and may be within the Drainage/Mitigation Parcel. The cost of constructing and planting all such off-site mitigation areas desired by Buyer shall be paid for by Buyer, including the cost of permitting with respect thereto. Buyer shall engage King Engineering Associates, Inc., to perform all environmental permitting for such impacts and mitigation.

(c) Any survey prepared hereunder for any parcel shall be subject to revision to reflect any relocation of nearby or adjacent public roadways, or private roadways, or drainage or other utilities, or other requirements for adjacent development parcels including governmental approval or project design or permitting requirements, in Seller's reasonable discretion, provided that the net upland acreage for the High School Parcel shall remain not less than fifty (50) acres, for the Middle School Parcel not less than twenty-five (25) acres, and for each of the Elementary

School Parcels and the Option Parcel not less than fifteen (15) acres, in a configuration acceptable to Buyer for use as an educational facility.

In any event, based upon the foregoing minimum upland acres to be contained within each Parcel, and the Buyer's current wetland impact/mitigation plans, the minimum Purchase Price shall be as follows:

High School Parcel: 51.47 acres (50.69 upland acres plus 0.78 planned wetland acres impact @ $50,000.00 = $2,593,500.00

Middle School Parcel: 27.30 upland acres (no planned wetland impact) @ $50,000.00 = $ 1,365,000.00

Elementary School Parcel: 15 acres uplands @ $50,000 = $ 750,000.00 (minimum for each site)

3. Deed(s). Seller shall convey fee simple title to each Parcel to Buyer by statutory warranty deed free and clear of all liens and encumbrances except real estate taxes, assessments, if any, for the then current year, zoning, land use and all other requirements and restrictions of governmental authorities, and easements and restrictions of record, if any, which do not preclude the use of the Parcel as a school site.

4. Title Insurance. Seller, at Seller's expense, agrees to deliver to Buyer written title insurance commitments issued by Tew, Barnes & Atkinson, L.L.P., Clearwater, Florida, as agent for Chicago Title Insurance Company binding that company to insure title to each of the Parcels by its A.L.T.A. Form B, Owner's Title Insurance Policy, upon recording of the respective deeds for the parcels. Each title insurance commitment shall be provided within thirty (30) days after a legal description is available for each Parcel, and shall be revised and updated upon receipt of the actual survey for each Parcel. Buyer may object if the commitment is not consistent with paragraph 3, above. Such policies, when issued, shall be subject only to those matters set forth in paragraph 3 of this Agreement. The title policies shall be in the full amount of the respective Purchase Price for each Parcel.

5. Survey. Within thirty (30) days after the Effective Date hereof (defined below), King Engineering Associates, Inc., at Buyer's expense, shall prepare a boundary survey of the High School Parcel, the Middle School Parcel, the Access Parcel, and the Drainage/Mitigation Parcel, respectively, pursuant to paragraph 2, above, and which legal description shall be used for the title commitments, title policies, and deeds. With respect to the Elementary School Parcels and the Option Parcel, the survey shall be provided by King Engineering Associates, Inc., at Buyer's expense, within thirty (30) days after Seller and Buyer mutually agree on the location and configuration of each such Parcel, as required herein; provided, however, that in any event such survey shall be provided not less than sixty (60) days prior to Closing on each such Parcel.

6. Closing Costs. The closing costs for each Parcel shall be paid by the parties as follows:

(a) Buyer shall pay for the cost of the surveys, and documentary stamps due on the deed(s), if any.

(b) Seller shall pay the cost of title search expenses and title premiums, recording the deeds, and for any corrective instruments related to title matters.

(c) Real estate taxes for the then current year shall be prorated as of the Closing Date and paid by Seller at Closing, through said date.

7. Parcels to be Sold "As Is". Buyer shall have no recourse against Seller with respect to any matter regarding the Parcels (other than the warranties contained in the warranty deed to be delivered at closing), and Seller makes no other warranty or representation (implied or otherwise) with respect to the Property or this transaction. Without limiting the generality of the foregoing, Buyer acknowledges that it has conducted and will continue to conduct, prior to closing, its own due diligence investigation of each Parcel to determine its suitability for Buyer's intended use. This paragraph 7 shall survive the closing of all the transactions contemplated herein.

8. Closing Date. Closing shall take place at the offices of Tew, Barnes & Atkinson, L.L.P., Clearwater, Florida, in accordance with the following schedule, as to each parcel:

Initial Closing: High School Parcel Closing and Middle School Parcel Closing, together with the Access Parcel and Drainage/Mitigation Parcel, shall occur within forty-five (45) days after the Effective Date of this Agreement;

Second Closing: One (1) Elementary School Parcel Closing shall occur within one (1) year after the Initial Closing;

Third Closing: One (1) Elementary School Parcel Closing shall occur within two (2) years after the Initial Closing;

Fourth Closing: One (1) Elementary School Parcel Closing shall occur within three (3) years after the Initial Closing;

Option Closing: The Option Parcel Closing shall occur, if such option is exercised by Buyer, within five (5) years after the Initial Closing (defined above).

9. Default. In the event that either party should fail to consummate the transaction contemplated herein for any reason, except the other party's default, the sole and exclusive remedy hereunder shall be the right to sue for specific performance of this Agreement. No party shall be liable to any other party for any monetary damages in any event.

10. Brokerage. Each party warrants and represents to the other that no broker is involved in this transaction. Each party further agrees to indemnify and hold harmless the other party from and against any and all claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation, arising from the acts of the indemnifying party in conjunction with this Agreement or the transactions

contemplated herein. This paragraph 10 shall survive the closing of the transactions contemplated herein.

11. Notices. Any notice required to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by U.S. certified mail, postage prepaid, return receipt requested, or overnight delivery service. Such written notice shall be addressed as follows:

As to Seller: Wiregrass Ranch, Inc.
Attn: Don Porter
2528 Highway 581
Wesley Chapel, FL 33543

With a Copy to: Joel R. Tew, Esquire
Tew, Barnes & Atkinson, L.L.P.
2655 McCormick Drive
Clearwater, FL 33759

As to Buyer: Pasco County School District
Attn: Dr. John Long, School Superintendent
7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34639

With a Copy to: Dennis Alfonso, Esquire
P.O. Box 4
Dade City, FL 33526-0004

Either party may, by subsequent written notice, designate a different address or parties for receiving notice.

12. Assignment. This Agreement may not be assigned by Buyer without the express written consent of Seller, which consent shall be in Seller's sole and absolute discretion.

13. Attorney's Fees. In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorney's fees and court costs, such attorneys' fees to include those incurred on any appeal. The provisions of this paragraph 13 shall survive the closings of the transactions contemplated in this Agreement.

14. Special Provisions. This Agreement shall be conditioned upon the following, additional covenants and obligations between and among the parties, which shall survive each Closing:

(a) At each Closing, Buyer will execute IRS Form 8283 for each parcel, acknowledging the fair market value of each respective parcel, for bargain-sell charitable contribution purposes in favor of Seller, if requested by Seller and supported by MAI appraisal.

Wiregrass Ranch, to achieve maximum public benefit from efficiency in land use and operations and to avoid inconsistency in design engineering and construction.

iii. The ultimate road design upon buildout of Wiregrass Ranch contemplates a minimum of four lanes for S.R. 56, and four lanes for the extension of Porter Blvd. south from S.R. 56, through the access road entrance to the High School Parcel, as generally depicted on Exhibit "A" hereto (with only two lanes for Porter Blvd. continuing south of the High School access to existing Mansfield Road). With respect to the intersection of the High School Parcel access road with Porter Blvd., the Buyer agrees as follows:

(x) Buyer shall engage King Engineering Associates, Inc., or other road engineering consultant designated by Seller, to design and permit the Access Parcel road from the High School Parcel to Porter Blvd., as a four-lane divided and landscaped urban section, and to procure County and/or FDOT permits, as applicable, for the signalization of the High School Access Parcel road intersection with Porter Blvd., at the earliest possible date, as an additional Purchase Price amount for the High School Parcel.

(y) Buyer shall construct the Access Parcel road from the High School Parcel to Porter Blvd., as designed above, at Buyer's expense, and shall provide Seller, its successors and assigns, with non-exclusive access and utility easement rights over the access road for the adjoining parcels fronting on the access road (with full median access), as generally depicted on Exhibit "A." An easement shall be retained by Seller at Closing pursuant to this requirement.

(z) Buyer shall pay, as an additional Purchase Price amount for the High School Parcel, the cost of installation of the traffic signalization for the intersection of the High School Parcel access road at Porter Blvd., up to a maximum additional purchase price of $125,000.00 for such signalization cost, as certified by King Engineering Associates, Inc., or other project engineer designated by Seller. The balance of any such cost shall be paid by Seller or its Designated Developer or CDD.

iv. Incident to the future land use, zoning, or development use of Wiregrass Ranch, the School District agrees not to object to any future zoning or license request by Seller, any future developer or property owner within Wiregrass Ranch, on any adjacent parcel or other area within Wiregrass Ranch, including, without limitation, any application for AB "wet zoning" variances, licenses, permits, or other approvals.

~~v. By separate resolution of its governing board, the School District shall designate the high school to be constructed within the High School Parcel as "Wiregrass High School," in recognition/memory of James H. "Wiregrass" Porter.~~

vi. The Buyer acknowledges that all Parcels under this Agreement are within a proposed high quality, master-planned community, adjacent to future residential, office, retail and other public uses. Therefore, Buyer agrees that the final site plan for each parcel, and

(b) As reflected on Exhibit "A," access to both the High School Parcel and the Middle School Parcel is to be provided via the extension of new S.R. 56 eastward from C.R. 581 (Bruce B. Downs Blvd.), and then via the extension of new Porter Boulevard southward from new S.R. 56, to connect with existing Mansfield Road to the south of Wiregrass Ranch. In consideration for the Purchase Price for the High School Parcel and the Middle School Parcel, Seller shall cause its Designated Developer within the Wiregrass Ranch project, Pulte Home Corporation, or the Community Development District, to design and construct such portion of S.R. 56 Extension from C.R. 581 to Porter Blvd., and the Porter Blvd. southern extension to Mansfield Road, adjacent to the High School Parcel access road and the Middle School Parcel frontage, as generally depicted on Exhibit "A" hereto, together with sanitary sewer and potable water transmission lines having sufficient design capacity for both school sites, within the right-of-way for said public roadways (collectively the "Road and Utility Connection." The Road and Utility Connection shall be completed by Seller's Designated Developer or the CDD on or before June 30, 2006, subject to Acts of God, force majeure, and design/permitting/construction approvals, requirements and conditions of governmental entities having jurisdiction, or other such third-party events or acts not within the reasonable control of Seller or its Designated Developer or the CDD.

(c) The Buyer acknowledges that the Property is only a portion of Wiregrass Ranch, which is owned, and which is undergoing initial planning for future development by one or more developers who are or will be contract purchasers for land within Wiregrass Ranch. Incident to the future planning, zoning entitlement, and/or development of Wiregrass Ranch, Buyer covenants and agrees as follows:

i. The various school parcels covered by this Agreement shall be excluded by Seller from any initial Application for Development Approval for any Development of Regional Impact, and Buyer shall independently own, plan, and develop its school parcels, including provision for mitigation of any of its impacts, if legally required in accordance with applicable Florida law. Seller and its Designated Developer do not assume any responsibility for mitigation of impacts with respect to Buyer's development of any of the parcels, except for the commitment of Seller for the Road and Utility Connection pursuant to 14(b) above, and the provision of off-site land for potential wetland mitigation by Buyer, pursuant to paragraph 2(b) above. Upon request, Buyer shall provide Seller, its Designated Developer, and other governmental agencies having DRI-related jurisdiction with written confirmation that the provision of the school parcels covered by this Agreement is expected to fully mitigate the DRI-related school impacts for the Wiregrass Ranch project, through complete buildout of the project. In the event Seller or its Designated Developer are lawfully required to include the school parcels in any ADA for the project, the School District will negotiate its impact mitigation directly with the agencies having jurisdiction thereof (if lawfully required), and shall indemnify Seller and its Designated Developer against such additional impacts, if any.

ii. The School District agrees to cause its design architect for each of the Parcels to retain King Engineering Associates, Inc., or other engineering firm designated by Seller, as a consultant to coordinate the master drainage plan, master wetland/floodplain mitigation plan, and master transportation access plan for the parcels with the master plan for

the architectural design and quality of the improvements to be constructed thereon (i.e., exterior façade, style, and color scheme), shall be subject to the prior review and comment and approval of Seller, which approval shall not be unreasonably withheld. Without limiting the foregoing, Buyer agrees to utilize split-face block or better construction materials for the principal buildings within the High School and Middle School Parcels, and to use directional lighting wherever feasible for parking and recreational facilities, to minimize unnecessary impacts on adjoining properties. Buyer also agrees to participate in a master signage plan and master landscape plan along all frontage areas in cooperation with Seller's Designated Developer.

vii. The School District agrees to cooperate, to the extent financially feasible, with Seller or its Designated Developer with respect to a joint community college facility/program in conjunction with the high school campus, and/or a public-private partnership to create a public auditorium/fine arts/performing arts center for the community.

15. Effective Date; Due Diligence Period. This Agreement shall become legally effective upon the date it is accepted and approved by the Buyer's governing board, and executed by its Chairman (the "Effective Date"), notwithstanding earlier execution hereof by the Seller. From and after the Effective Date, Buyer shall have thirty (30) days within which to conduct its due diligence with respect to the Parcels which are subject to this Agreement, including any environmental analysis, flood plain analysis, appraisal analysis, Comprehensive Plan consistency approval, or other matter whatever deemed necessary by Buyer. Buyer shall notify Seller and its project engineer, King Engineering Associates, Inc., prior to access upon any of the Parcels by Buyer or any third party consultants, and shall indemnify Seller and hold it harmless from any property damage, personal injury, or other loss or casualty incurred by reason of Buyer or its consultants in connection with such entry and/or inspection. Unless Buyer terminates this Agreement on or before the 30th day (i.e., prior to expiration of the "Due Diligence" period), this Agreement shall be binding upon both Seller and Buyer, in accordance with its terms.

16. Miscellaneous. This Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the parties, and no representation, warranty, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may be modified only by an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns (where assignment is permitted). This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Time is of the essence of this Agreement. Headings to paragraphs used in this Agreement have been provided for convenience only and shall not affect the interpretation hereof. Whenever used herein, the singular form shall include the plural and vice versa, and the use of any gender shall include all genders, as appropriate. **This Agreement shall be null and void if not accepted by the governing body of Buyer on or before March 15, 2004** 16

17. Radon Gas. Buyer acknowledges that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from the county public health unit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

"SELLER"

Wiregrass Ranch, Inc.

WITNESSES:

As to Seller

By: _____
Thomas M. Porter
Title: Vice President

Date: 3/02/04

"BUYER"

School District of Pasco County, Florida
through its School Board

As to Buyer

By: _____
Printed Name: Jean Larkin Weightman
Chairperson

Date: 3/16/04

Date: 3/16/04

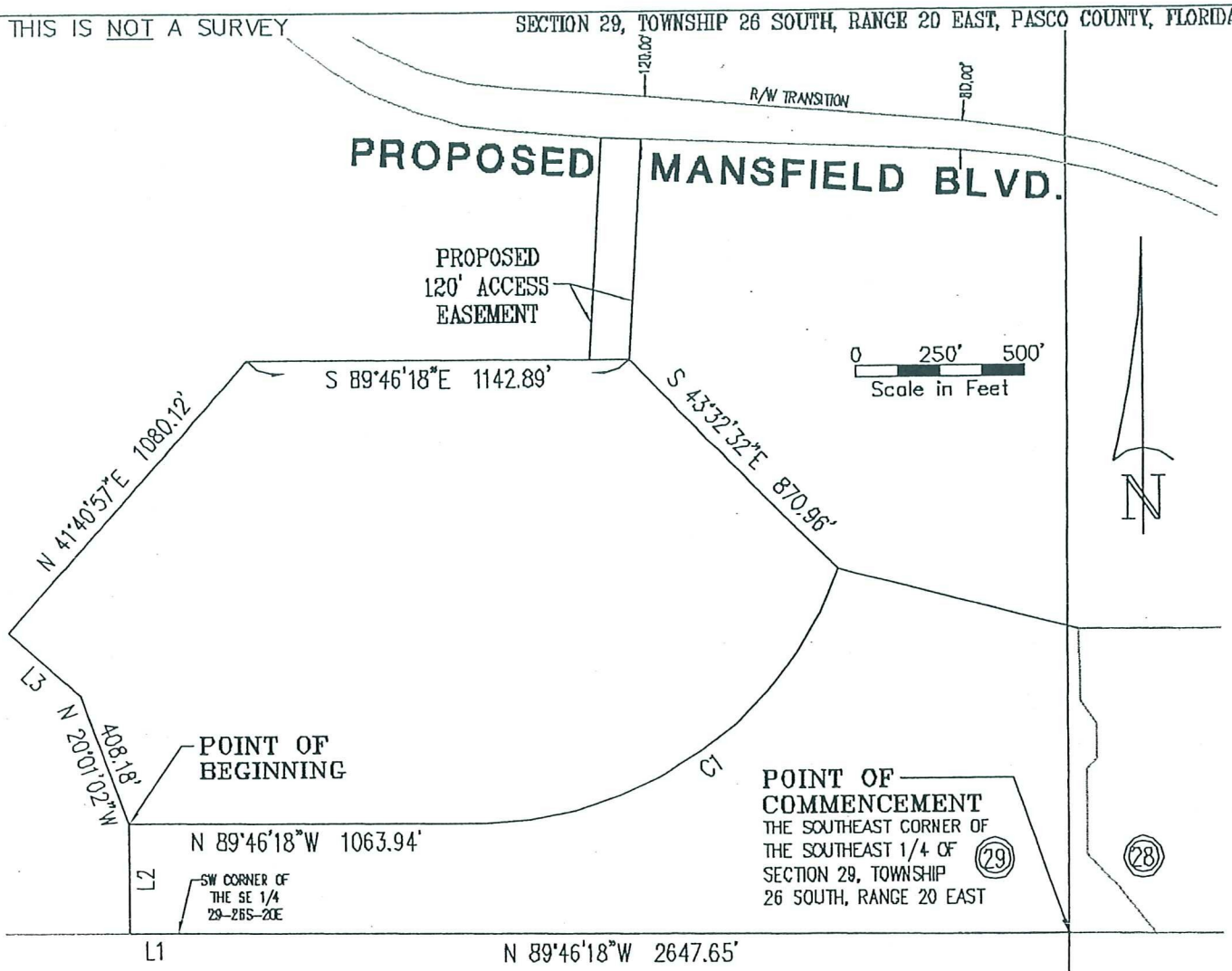
List of Exhibits

Exhibit A	-	Concept Plan/Educational Complex
Exhibit B	-	High School Parcel Legal Description
Exhibit C	-	Middle School Parcel Legal Description
Exhibit D	-	Drainage/Mitigation Parcel Legal Description
Exhibit E	-	Access Parcel Legal Description

EXHIBIT 2

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.06'
L3	N 48°19'03"W	283.03'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC..

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	71°29'55"	1100.00	1372.67	1285.33	791.87	S 54°28'45"W

WIREGRASS RANCH

PROPOSED HIGH SCHOOL PARCEL AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/25/04	R.E.D.	R.H.L.	R.H.L.
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		29	26 SOUTH	20 EAST

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\Survey\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL A.dwg

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet for a POINT OF BEGINNING; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 1,080.12 feet; thence S.89°46'18"E. a distance of 1,142.89 feet; thence S.43°32'32"E. a distance of 870.96 feet to a point of curvature; thence 1,372.67 feet along the arc of a non-tangent curve to the right, concave Northwesterly, having a radius of 1,100.00 feet, delta 71°29'55", chord bearing and distance S.54°28'45"W., 1,285.33 feet; thence N.89°46'18"W., a distance of 1,063.94 feet to the POINT OF BEGINNING.

Containing 59.174 acres more or less.

WIREGRASS RANCH

PROPOSED HIGH SCHOOL PARCEL AT WIREGRASS

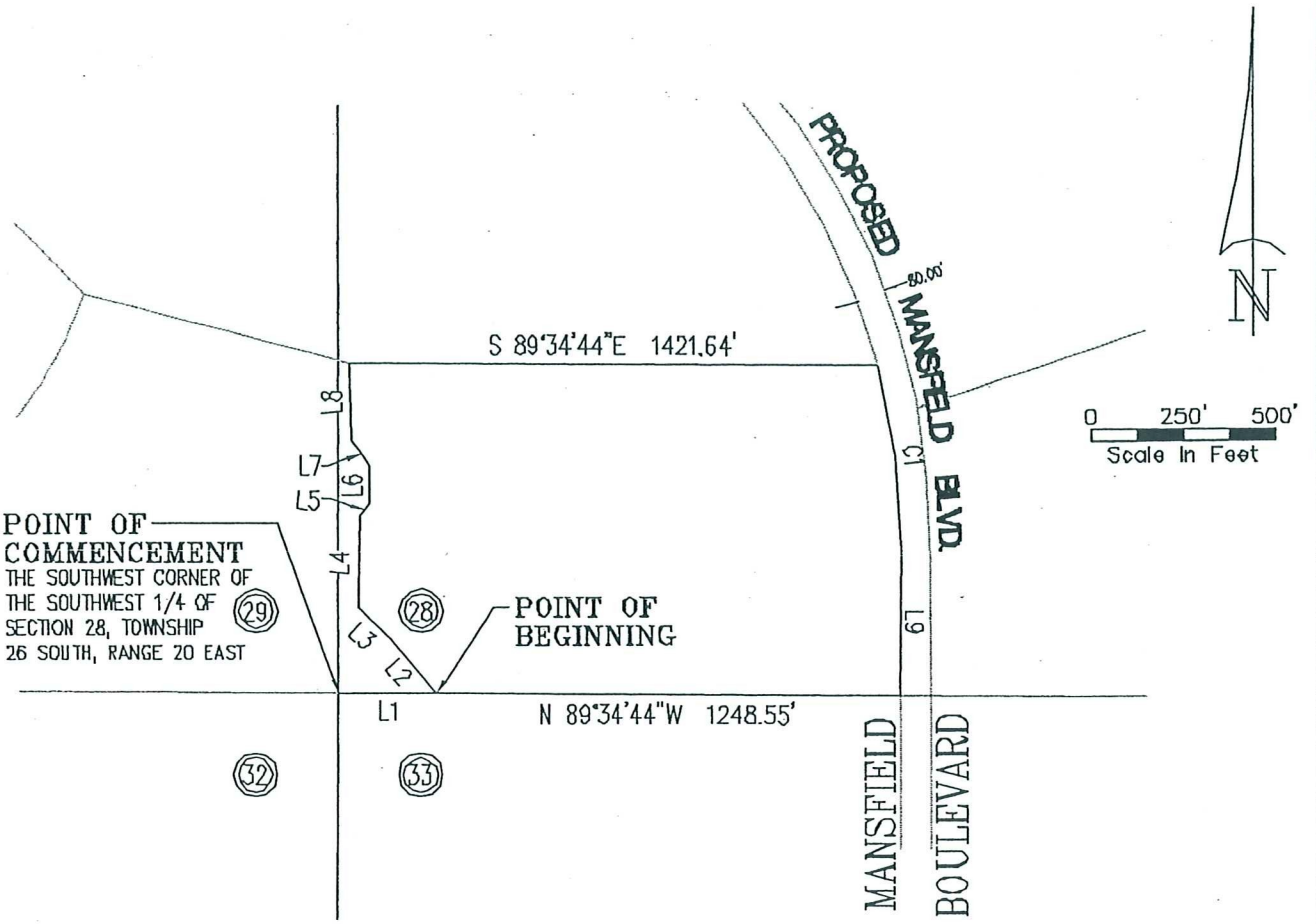
King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL King@kingengineering.com

Q:\Survey\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL A.dwg

EXHIBIT B

THIS IS NOT A SURVEY

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°34'44"E	263.85'
L2	N 39°10'55"W	189.87'
L3	N 46°30'18"W	125.95'
L4	N 00°57'59"E	248.15'
L5	N 43°44'49"E	44.38'
L6	N 00°00'00"E	103.15'
L7	N 34°14'03"W	84.30'
L8	N 02°14'18"W	210.69'
L9	S 00°25'16"W	395.38'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY. NOT A FIELD SURVEY.
4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC..

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	14°56'41"	1940.00	506.02	504.59	254.45	S 07°03'04"E

WIREGRASS RANCH

PROPOSED MIDDLE SCHOOL PARCEL AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/26/04	R.E.D.	R.H.L.	R.H.L
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		28	26 SOUTH	20 EAST

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E-MAIL king@kingengineering.com

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\Survey\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL B.dwg

PARCEL DESCRIPTION:

All that portion of the Southwest 1/4 of Section 28, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence S.89°34'44"E., along the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33, a distance of 263.85 feet to the POINT OF BEGINNING; thence leaving said line, N.39°10'55"W. a distance of 189.87 feet; thence N.46°30'18"W., a distance of 125.95 feet; thence N.00°57'59"E., a distance of 248.15 feet; thence N.43°44'49"E., a distance of 44.38 feet; thence N.00°00'00"E., a distance of 103.15 feet; thence N.34°14'03"W., a distance of 84.30 feet; thence N.02°14'18"W., a distance of 210.69 feet; thence S.89°34'44"E., a distance of 1,421.64 feet to the Westerly right-of-way line of proposed Mansfield Boulevard (an 80' proposed R/W); thence 506.02 feet along the arc of a non-tangent curve to the right, concave Southwesterly, having a radius of 1,940.00 feet, delta 14°56'41", chord bearing and distance S.07°03'04"E., 504.59 feet; thence S.00°25'16"W., a distance of 395.38 feet to the South line of the Southwest 1/4 of said Section 28; thence N.89°34'44"W., along said South line of said Section 28, a distance of 1,248.55 feet to the POINT OF BEGINNING.

Containing 29.192 acres more or less.

WIREGRASS RANCH

PROPOSED MIDDLE SCHOOL PARCEL AT WIREGRASS

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
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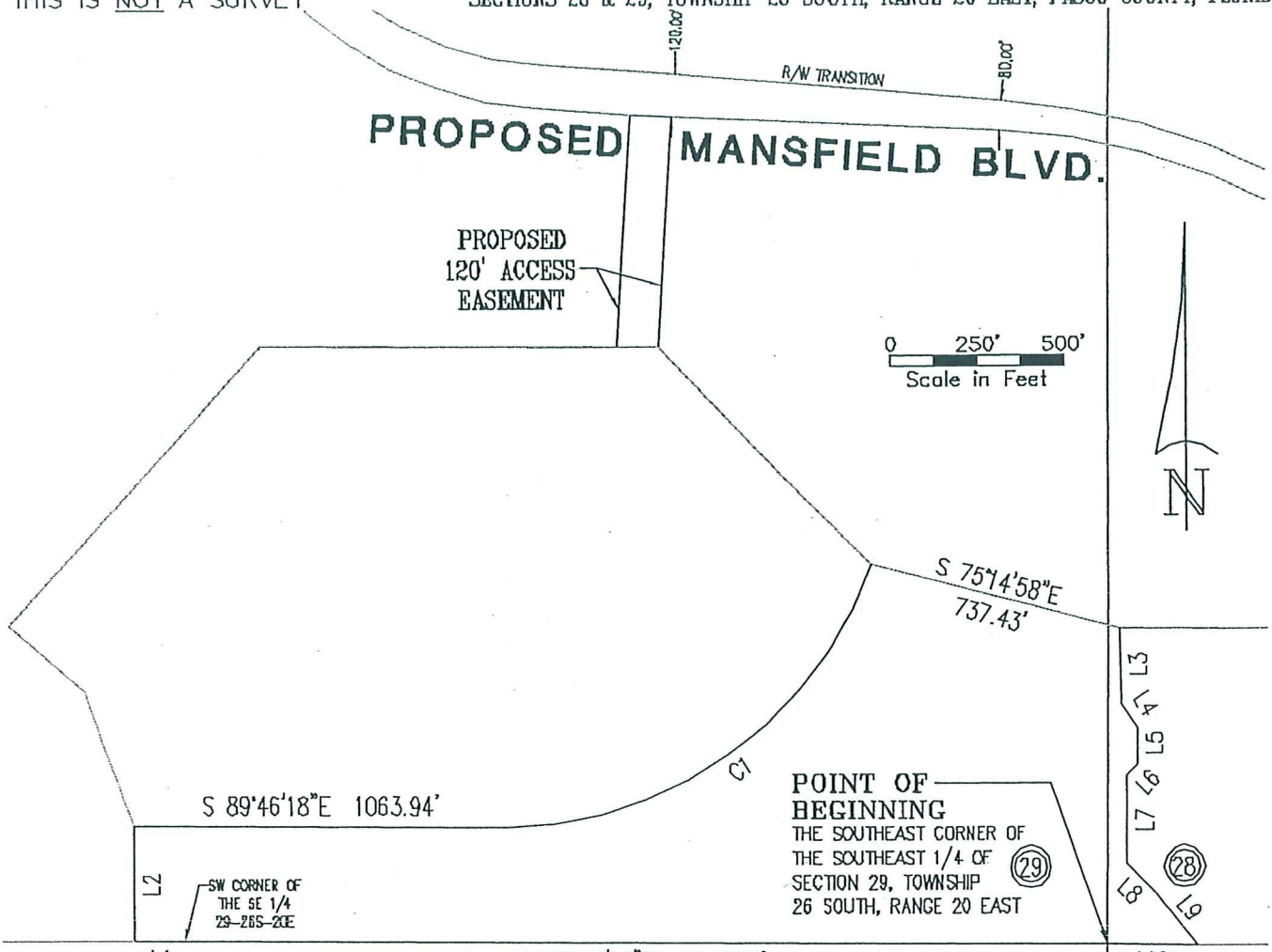
Q:\Survey\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL B.dwg

EXHIBIT "A"

THIS IS NOT A SURVEY

SECTIONS 28 & 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.06'
L3	S 02°14'18"E	210.69'
L4	S 34°14'03"E	84.30'
L5	S 00°00'00"W	103.15'
L6	S 43°44'49"W	44.38'
L7	S 00°57'59"W	248.15'
L8	S 46°30'18"E	125.95'
L9	S 39°10'55"E	189.87'
L10	N 89°34'44"W	263.85'

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	71°29'55"	1100.00	1372.67	1285.33	791.87	N 54°28'45"E

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
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WIREGRASS RANCH

PROPOSED DRAINAGE/MITIGATION EASEMENT AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/26/04	R.E.D.	R.H.L.	R.H.L.
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		28 & 29	26 SOUTH	20 EAST

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RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\Survey\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL C.dwg

EXHIBIT "D"

THIS IS NOT A SURVEY

SECTIONS 28 & 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Sections 28 & 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Beginning at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence S.89°46'18"E., a distance of 1,063.94 feet to a point of curvature; thence 1,372.67 feet along the arc of a tangent curve to the left, concave Northwesterly, having a radius of 1,100.00 feet, delta 71°29'55", chord bearing and distance N.54°28'45"E., 1,285.33 feet; thence S.75°14'58"E., a distance of 737.43 feet; thence S.02°14'18"E., a distance of 210.69 feet; thence S.34°14'03"E., a distance of 84.30 feet; thence S.00°00'00"W., a distance of 103.15 feet; thence S.43°44'49"W., a distance of 44.38 feet; thence S.00°57'59"W., a distance of 248.15 feet; thence S.46°30'18"E., a distance of 125.95 feet; thence S.39°10'55"E. a distance of 189.87 feet to the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33; thence N.89°34'44"W. a distance of 263.85 feet to the POINT OF BEGINNING.

Containing 38.072 acres more or less.

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WIREGRASS RANCH

PROPOSED DRAINAGE/MITIGATION EASEMENT AT WIREGRASS

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
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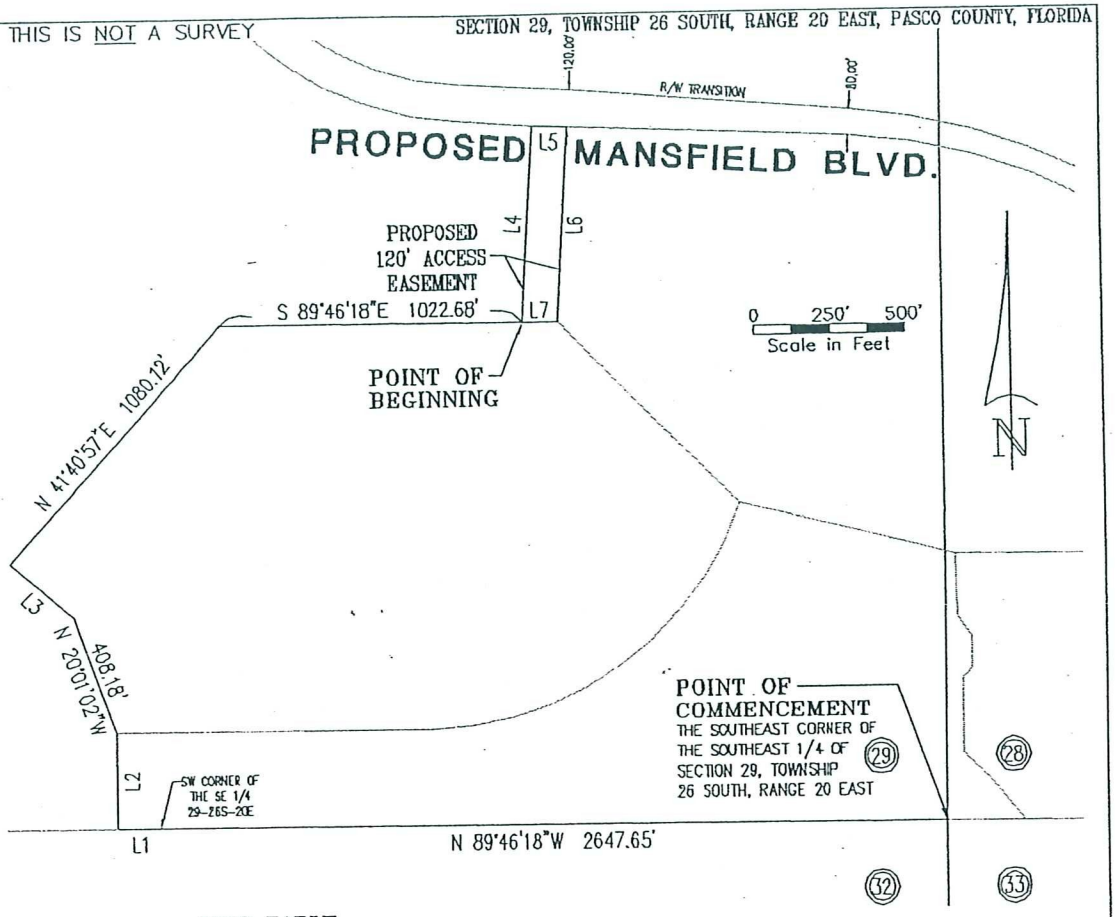
E-MAIL king@kingengineering.com

EXHIBIT E

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.06'
L3	N 48°19'03"W	283.03'
L4	N 03°37'04"E	667.74'
L5	S 86°22'56"E	120.00'
L6	S 03°37'04"W	660.63'
L7	N 89°46'18"W	120.21'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
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WIREGRASS RANCH

PROPOSED HIGH SCHOOL 120' ACCESS EASEMENT

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/25/04	R.E.D.	R.H.L.	R.H.L.
JOB No. 3109-301-000		SECTION 29	TOWNSHIP 26 SOUTH	RANGE 20 EAST

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FAX (813) 880-8882
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CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

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RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\Survey\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL D.dwg

EXHIBIT E

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

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Containing 1.830 acres more or less.

WIREGRASS RANCH

PROPOSED HIGH SCHOOL 120' ACCESS EASEMENT

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THE BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 07-291

A RESOLUTION ADOPTING A DEVELOPMENT ORDER APPROVING, WITH CONDITIONS, THE WIREGRASS RANCH DEVELOPMENT OF REGIONAL IMPACT (DRI NO. 260).

WHEREAS, in accordance with Section 380.06, Florida Statutes (F.S.), as amended, Wiregrass Ranch, Inc. (Applicant/Owner) et. al. have filed an Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as Wiregrass Ranch DRI; 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 Wiregrass Ranch DRI was adopted by the Pasco County Board of County Commissioners on July 17, 2007;

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 Wiregrass Ranch DRI is approved with conditions, as set forth in the following DO, which is hereby adopted by the Board of County Commissioners:

WIREGRASS RANCH DRI DEVELOPMENT ORDER

1. General Findings of Fact

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

a. Wiregrass Ranch, Inc., hereinafter referred to as the "Applicant" or "Owner" et. al. have filed, in accordance with Section 380.06, F.S., as amended, the ADA of the Wiregrass Ranch DRI and associated five (5) 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 Wiregrass Ranch 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 1-27 of the Tampa Bay Regional Planning Council (TBRPC) Final 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 Wiregrass Ranch DRI is owned by Wiregrass Ranch, Inc., Pulte Home Corporation, et al., 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 current Pasco County Comprehensive Plan Future Land Use Map classifications for the Property are Mixed-Use and Res-3. Simultaneously with adoption of this DO, the Board of County Commissioners has adopted a Comprehensive Plan Amendment, amending the Future Land Use Map classification for the Property from Mixed-Use (MU) and Residential -3 (Res-3) to MU, Res-3 and Conservation Lands (CON) and has adopted Subarea policies to provide guiding principles and standards for development of the site. The proposed development is consistent with the applicable provisions of the foregoing classifications and other applicable Goals, Objectives, and Policies of the Comprehensive Plan.

e. On October 13, 2006, the TBRPC notified Pasco County (the "County") that the sufficiency review was complete, that the TBRPC had initiated preparation of its DRI Final Report, and that the local government should set a date for the public hearing on the pending Application. On December 11, 2006, the TBRPC notified Pasco County that it adopted its Final Report for DRI #260, Wiregrass Ranch DRI, recommending approval of the project with conditions.

f. The Board of County Commissioners scheduled and held numerous public hearings on the pending Application culminating on July 17, 2007.

g. 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.

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

i. 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.

j. The Board of County Commissioners has received and considered the TBRPC Final Report on the above-referenced Application.

k. 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.

2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

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

b. As conditioned, this DRI/DO is consistent with the applicable provisions of the Pasco County Land Development Code (the Land Development Code).

c. As conditioned, this DRI/DO is consistent with the applicable provisions of the adopted Pasco County Comprehensive Plan (the Comprehensive Plan).

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

e. As conditioned, this DRI/DO 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 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 set forth herein. Such conditions and restrictions shall be binding upon all Applicant/Owner and/or Developer's successors in interest to the Property. The Applicant/Owner may designate by written notice to the County and TBRPC not more than one "Developer" or "Successor Developer" as Developer-of-Record for Wiregrass Ranch DRI, from time to time. This change shall be reflected in the next Notice of Proposed Change (NOPC) and biennial report.

In the event the Pasco County Administrator or his designee (Administrator) determines that a violation of the provisions hereof has occurred, the Administrator or his designee may issue a Notice of Noncompliance to the Applicant/Owner and/or Developer. If non-compliance is not cured by the date stated in the Notice of Noncompliance, the Administrator or his designee may require that all development related to the violation shall cease until the violation has been corrected. The Applicant/Owner and/or 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 (hereinafter described) if required shall be addressed in accordance with the provisions of the Development Agreement (DA).

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

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

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

c. Development of the Wiregrass Ranch 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. and the Pasco County Land Development Regulations (including the Land Development Code). 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 2020, 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/Owner and/or Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this DO, the

associated DA, the MPUD Master Planned Unit Development conditions, and the Pasco County Comprehensive Plan and Land Development Code, 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 outside the boundaries of the Wiregrass Ranch DRI. Further, any obligations of the Applicant/Owner and/or Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association or other entity approved by the 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

Phases 1 through 3 of the DRI are specifically approved subject to compliance with the conditions in this DO and Phase 4 of the DRI is conceptually approved. Specific approval of Phase 4 shall be granted upon submittal and approval of additional analyses of the project's impacts on Transportation and Air Quality, only, performed pursuant to the requirements of Section 380.06, F.S. Specific approval shall not be a reservation or guarantee of concurrency capacity for any public facility other than transportation and parks and recreation. For public transit, fire/EMS services, sheriff/public safety services, affordable housing and governmental administrative facilities, the County shall credit any land, facilities and any cash mitigation payments provided under this DO against future concurrency requirements. Any concurrency requirements for schools shall be determined by Exhibit N attached to this DO and applicable law. The reservation/guarantee of concurrency capacity for parks shall be through the buildout date of Phase 4 (December 31, 2020) subject to any extensions granted pursuant to Pasco County's Concurrency Management Ordinance and subject to compliance with the Recreation and Open Space conditions of the DO. The reservation/guarantee of concurrency capacity for transportation shall be through December 31, 2016 for Phases 1 through 3, subject to any extensions granted pursuant to Pasco County's Concurrency Management Ordinance, and subject to compliance with the transportation conditions of this DO and any associated DA. Notwithstanding the entitlement limitations for each phase as set forth herein, the Applicant/Owner may advance any specifically approved Office/Employment Center or Town Center entitlements [see Specific condition 5.b.(2)] or other Limited Exemption entitlements under Section 402.7 of Pasco County's Concurrency Management Ordinance to an earlier phase without the requirement of a NOPC, MPUD amendment, or other amendment to this DO or the approved zoning for the DRI property. Any such advancement shall be reported to the County prior to

such advancement, and then also shall be reported in the next biennial report for the DRI.

b. Effective Date and Duration

(1) The DO for the Wiregrass Ranch DRI shall not be effective until the Florida Department of Community Affairs (FDCA) has issued its Notice of Intent and the appeal period has expired for the comprehensive plan amendment associated with the Wiregrass Ranch DRI.

(2) The effective period of this DO shall be until 2020. The effective period may be extended by the Board of County Commissioners upon a showing of good cause and as provided by statutes. Application for such 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.

(3) Development of Wiregrass Ranch DRI shall proceed in accordance with Map H, Master Plan dated 08/30/06 and the following phasing schedule:

Land Use	Phase 1 - 2016	Phase 2 - 2016	Phase 3 - 2016	Phase 4 - 2020	TOTAL
Residential d.u.	6,000	5,526	500	1,000	13,026
(Single family)	(4000)*	(4000)**	(500)		(8,500)
(Multi-family)	(2000)	(1,526)		(1,000)	(4,526)
Retail s.f.	1,580,800	800,000	340,000	460,000	3,180,800
Hotel rooms	120				
Office s.f.	400,000	599,080	400,000	875,000	2,274,080
Hospital beds	100				100
Elementary Schools	1	1	1	1	4

* Includes 400 elderly housing units
** Includes 600 elderly housing units

(4) Modified Phasing Schedule

The above phasing schedule reflects a County-required modification of the Applicant/Owner and/or Developer's proposed land use and phasing schedule, by use of the Land Use Equivalency Matrix, to exchange 474 Multi-family units for an additional 199,080 square feet of Office space for a total of 599,080 square feet of office within the specifically approved Phase 2. This will result in a jobs-to-dwelling unit ratio of approximately 1 to 1 for the specifically approved phases. Also, the buildout date for Phases 1 through 3 has been extended through 2016, since the transportation impacts for Phases 1 through 3 have been analyzed on a cumulative basis through 2016.

c. Commencement of Development

Development of the Wiregrass Ranch DRI previously has commenced consistent with the Agreement between the FDCA and the Applicant/Owner and/or Developer dated October 8, 2004 (Exhibit O).

d. Build-Out of Project

(1) The build-out date of the specifically approved portions of the project shall be December 31, 2016.

(2) Any delay in the build-out date beyond December 31, 2016 shall require a new transportation analysis, in accordance with applicable law as the basis for a DO Amendment which may include re-evaluation of required transportation mitigation. The County Administrator or Board of County Commissioners may waive any applicable transportation impact study requirement for any entitlements within the DRI that satisfy the Limited Exemptions criteria of Section 402.7 of Pasco County's Concurrency Management Ordinance; however, buildout extensions for such entitlements are still subject to applicable statutory requirements in Section 380.06(19), F.S., as amended from time to time.

e. Assignment of DRI Entitlements. Because the DRI entitlements authorized in this DO are not geographically assigned to specific development parcels within the DRI, the Applicant/Owner shall control the allocation and assignment of the phased entitlements to specific geographic parcels within the DRI Property, by written instrument executed by an authorized officer of Applicant/Owner. Prior to the issuance of any preliminary plan/preliminary site plan within the DRI, the plan applicant must provide to the County an original, executed "Assignment of Wiregrass DRI Entitlements" that (i) specifically identifies the type and number of entitlements assigned to the specific DRI parcel(s) that is the subject of the permit application (i.e., 100,000 sf office use entitlements for Parcel 0-3); (ii) specifically states the DRI phase for which said entitlements are assigned (i.e., Phase 1, 2 or 3); and (iv) is dated, executed by the Applicant/Owner, and notarized. All such assignments of entitlements shall be reported in the next biennial report for the DRI.

5. Specific Conditions

a. Development Components. The project consists of the land uses shown in Exhibit G (Map H – Master Plan dated 08/30/06) and described in Exhibit E (DRI Map H-3 Land Use Schedule dated 08/30/06). Land uses may be exchanged in accordance with the equivalency matrix attached in Exhibit F (Land Use Equivalency Matrix), subject to the restrictions set forth in Specific Condition 5.c.

b. Land Use Development:

(1) Retirement Housing:

(a) The following number of residential dwelling units, 1,000 d.u. in Phase 1 and 1,500 d.u. in Phase 2, shall be deed restricted, designated and developed as adult communities pursuant to the assumptions of the ADA and Section 760.29, Florida Statutes unless otherwise approved under the Land Use Equivalency Matrix in Specific Condition 5.c. The Applicant/Owner and/or Developer shall comply with all Federal and State statutes and County requirements in establishing these deed restricted communities.

(b) Because the submitted traffic analysis assumes certain quantities of retirement, age restricted, 55 and older, or 62 and older housing, prior to the approval of each plat for such product areas, or where platting is not required, prior to approval of each construction plan for such product areas, the Applicant/Owner and/or Developer shall provide the County Attorney's office executed and recorded

covenants or deed restrictions that restrict the said plat or construction plan for such product areas to housing for persons 55 and older or 62 and older, as applicable. If the Applicant/Owner and/or Developer fails to timely provide the required covenants or deed restrictions, or fails to comply with such covenants or deed restrictions, or does not follow the Land Use Equivalency Matrix process pursuant to Specific Conditions 5.c., below, then the Applicant/Owner and/or Developer for such product areas shall be required, in addition to any County remedies set forth in the County-approved covenants/deed restrictions, to submit a Notice of Proposed Change pursuant to Section 380.06(19), F.S., including an updated traffic study without any reduction in trip generation based on retirement, age restricted, 55 and older, or 62 and older housing; and additional approvals for said area(s) within the development shall be held in abeyance until the County approves an amendment to the DO based on the updated traffic study and determines the transportation mitigation for the revised development plan. The County may impose additional conditions based on the updated County approved traffic analysis.

(2) Town Center/Employment Center:

(a) The Town Center in Parcel M-7 of Map H dated 08/30/06 shall be designed and constructed in accordance with the Town Center requirements of the Traditional Neighborhood Development (TND) ordinance including the required mixture of uses. A master plan consistent with the requirements of the TND ordinance shall be approved prior to any development within Parcel M-7 of DRI Map H (see Exhibit G) or prior to final plat or construction plan approval of twenty five (25) percent of the specifically approved residential entitlements in the DRI.

(b) Parcels O1 and O3 consisting of 108 and 82 acres respectively and designated "Office" on Map H-3, Land Use Schedule dated 08/30/06, must be developed in accordance with the "Corporate Business Park/Targeted Primary Businesses/Industrial Uses" categories portion of the Employment Center requirements of the County's adopted Comprehensive Plan and the Land Development Code (once adopted), unless comparable quantities of said development type is constructed on other DRI parcels, and approved by a 4/5 majority vote of the Pasco County Board of County Commissioners. In addition, Parcel V 4, which is denoted on Map H (Exhibit G) as a potential public use site, may also be utilized by Applicant/Owner for any office use entitlements or mixed use entitlements, as well as for schools, colleges, churches, library, hospital, research, warehouse/distribution or similar uses if authorized by the Mixed Use Plan category and MPUD zoning for the DRI, without any required amendment to this DO.

(c) Unless otherwise approved by the Board of County Commissioners, the Applicant/Owner and/or Developer shall be responsible for designing and constructing all necessary public infrastructure for the Town Center in Parcel M-7 and Office/Employment Center areas in Parcels O1 and O3, including all road, intersections, and utility improvements, prior to approval of the first record plat(s) or construction plan approval(s) for fifty (50) percent of the specifically approved residential entitlements in the DRI, or as necessary to serve adjacent development or development within the Town

Center and/or the Office/Employment Center areas, whichever occurs first. Such improvements shall be designed and constructed in accordance with the approved Master Plan, Map H dated 08/30/06, and shall be sized to accommodate the approved entitlements assigned to the Town Center and the Office/Employment Center uses.

(3) Interconnectivity:

(a) The Applicant/Owner and/or Developer shall design the residential development in Parcel S-3 that lies between the Town Center (M-7) and "lifestyle" center (C-6) to ensure adequate pedestrian/bicycle/vehicular traffic connections between the Town Center in Parcel M-7 and lifestyle center in Parcel C-6, and other commercial areas in parcels north of SR 56 (Parcels C-5 and M-13). Such connections shall not force users of both centers to use S.R. 56 and Porter Boulevard only as a connection. Unless otherwise approved by the Development Review Committee (DRC), prior to the issuance of any approvals or permits for any retail or office uses along SR 56, Porter Boulevard, SR 581, the 581/Loop Road Realignment, and/or Chancey Road, or prior to approval of the final design plans for such roadways submitted by the developer, whichever occurs first, the Applicant/Owner and/or Developer shall submit to Growth Management Department for review and approval, a plan depicting pedestrian/bike crossing design and standards for such roads. The following accredited publications shall be used as references for pedestrian facility design:

1) *Design & Safety of pedestrian Facilities,* by the Institute of Traffic Engineers (ITE), Publication No. RP-026.

2) Sections 316.130(7), (8), (9), and (14), Florida Statutes.

3) *Safety Tool Box,* By ITE.

4) *Highway Design Handbook for Older Drivers and Pedestrians*, by the Federal Highway Administration (FHWA), Report No. FHWA-RD-01-103.

5) *Intersection Geometric Design and Operational Guidelines for Older Drivers and Pedestrians,* by the FHWA, Report No. FHWA-RD-96-132.

(b) The alignment of Porter Boulevard and the Loop Road may change consistent with the settlement agreement with Pasco County and the Florida Department of Transportation (FDOT) dated December 22, 2006, attached here to as Exhibit M, or as otherwise approved by the County and FDOT. The Applicant/Owner and/or Developer's obligations in the settlement agreement are incorporated herein as additional conditions of approval.

c. <u>Land Use Exchange</u>

(1) Development entitlements within the project may be exchanged pursuant to the Land Use Equivalency Matrix set out in Exhibit F attached hereto, subject to the following restrictions:

(a) Exchanges between phases (i.e. Phase 2 to Phase 3) shall not be permitted.

(b) Office entitlements within the Wiregrass Ranch DRI and the land area allocated to such entitlements (Parcels O1 and O3) shall not be reduced, exchanged or traded off for any other approved uses in the project, unless otherwise approved by a 4/5 majority vote by the Pasco County Board of County Commissioners.

(c) Hospital beds may be exchanged for office use only.

(d) Retail use shall not be reduced, exchanged or traded off for any other approved uses in the project if it results in a reduction of the jobs to housing ratio below 1 to 1 for the specifically approved phases.

(e) Retail entitlements in the Town Center in Parcel M-7 shall not be reduced.

(f) Any conversion of age restricted units to non-age restricted units, or retail or office uses to residential uses, will require additional analysis of impacts on educational facilities, acceptable to the School Board, unless the School Board comments in writing that no such analysis is needed or except as otherwise provided in the Agreement with School Board attached hereto as Exhibit N.

(g) Except for the restrictions set forth above, the Applicant/Owner and/or Developer may exchange/convert not greater than ten percent (10%) of any individual land use that is authorized for a specific phase, but shall first notify the County and TBRPC and then shall report such conversion in the next biennial report.

(h) Any requested exchange that exceeds ten percent (10%) of any individual land use that is authorized for a specific phase, shall require a Notice of Proposed Change (NOPC) for Wiregrass Ranch DRI. The NOPC shall include reevaluation of the approved list of transportation improvements as identified in the proportionate share table and mitigation table for each phase using the original approved traffic study data and analysis. The NOPC shall also include any additional data and analysis required by TBRPC and FDCA.

(2) Land use exchange requests shall be consistent with the Land Use Equivalency Matrix in Exhibit F and shall be provided to the County with copies to the FDCA and the TBRPC for review and comment a minimum of fourteen (14) days prior to final authorization by Pasco County, and the use thereof shall be reported in the next biennial report. Such approval shall not be unreasonably withheld if such request is consistent with the Land Use Equivalency Matrix, including the restrictions set forth in condition 5(b)1 above.

(3) Any other amendments to the land use mix or proposed phasing schedule shall be subject to the NOPC review process as required by Section 380.06(19), F.S.

d. <u>Water Quality and Drainage</u>

(1) Development of the project shall be consistent with the Level of Service (LOS) in Comprehensive Plan Policy DGR 5.1.1 and the 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 Chapters 62-25, 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, including those which prevent construction-related turbidity, as required by the regulations of Pasco County and other appropriate regulatory bodies shall be implemented. In addition, the Applicant/Owner and/or 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/Owner and/or 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 (ERP) or by Pasco County ordinance, whichever is most stringent.

(d) Should the Applicant/Owner and/or Developer discover that any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the Applicant/Owner and/or 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/Owner and/or Developer should advise future residents of seasonal variations within created water features and should not be perceived as lakes with constant water levels.

(g) The stormwater-management system should be designed to restore and maintain the natural hydroperiod of the on-site receiving wetlands and provide compensation for impacted floodplain areas in substantial conformance with permit requirements by appropriate agencies.

(h) An integrated pest management program (IPM) for the golf course and roadway buffers and common areas within residential portions of the project shall be implemented to minimize the use of fertilizers and pesticides. Commercial and Office uses and neighborhood park common areas less than 3 acres in size shall be encouraged to utilize IPM but it shall not be required. The design and

construction techniques listed below shall be utilized unless otherwise determined not to be required during the review process:

1) Lining stormwater ponds with clay or synthetic material if no natural clay layer exists;

2) ensuring that ponds and swales are properly grassed;

3) setting a maximum depth for stormwater storage;

4) implementation of a site-specific groundwater and surface water quality monitoring system;

5) maintaining a minimum distance between pond bottoms and the top of the confining layer for the Floridan aquifer.

(i) The Applicant/Owner and/or Developer shall encourage the use of water conserving landscapes, the responsible use of water in common areas and non-residential areas, and the responsible use of water by occupants. Existing native vegetation shall be incorporated into the landscape design to the greatest extent practicable, following examples such as the Florida Yards and Neighborhoods program. Construction BMP's shall be used to prevent construction-related turbidity and erosion problems.

(j) Native plant species shall be incorporated into the landscape design.

(k) As committed, when reclaimed water becomes available to the project site, the developer or its assigns shall utilize it for all irrigation on-site where practical.

(l) Appropriate subsurface investigations shall be performed prior to construction of stormwater management and floodplain compensation ponds, and to determine proper development scenarios to protect against sinkhole damage.

(m) Water quality sampling to collect baseline information for the Trout Creek watershed portion of the site, shall be included in the Ground Water and Surface Water Monitoring Plan (GSMP).

(n) Site development shall use techniques that minimize the impervious surface area throughout the development to the extent technically feasible.

(o) On-site stormwater wet-detention ponds shall be designed in accordance with Southwest Florida Water Management District (SWFWMD) and Pasco County standards to include littoral zones constructed on slopes no steeper than a 4:1 horizontal to vertical ratio and shall be planted with or allowed to be colonized by native emergent and submergent vegetation. The Applicant/Owner and/or Developer shall ensure, by supplemental replanting if necessary, that at least eighty (80) percent cover by native aquatic vegetation is established within the littoral zone (to include at a minimum the area between ordinary high water and ordinary low-water). At such time as SWFWMD releases the Applicant/Owner and/or

Developer from further obligation to provide certification of operation and maintenance as defined in the permit, the Applicant/Owner and/or Developer shall be relieved of this obligation.

(3) The pre-development hydrologic/hydraulic properties of onsite and offsite wetlands shall not be adversely impacted by development, as defined by the SWFWMD rules regulating wetlands. The SWFWMD shall have review and approval authority of the stormwater design and the County shall have final review and approval authority for the stormwater design.

(4) No wetland outlet or conveyance, either natural or man-made, should be lowered in elevation, which could cause lower water levels and reduced hydroperiods. No changes to wetland outlets or conveyances should occur unless to restore artificially connected or drained wetlands to a more natural state such that historic wetland water levels and flow quantities are restored. The development activities shall not breach the clay-confining layer (aquiclude). A breach of the aquiclude shall be defined as any excavation into the confining layer that degrades the integrity of that confining layer as determined by SWFWMD or the County on a site-by-site basis. In those geographical areas of the County where there is no aquiclude present, excavation shall not proceed to within five feet of the underlying limestone which is part of a groundwater aquifer as identified by the geotechnical engineer of record and confirmed by the County and SWFWMD. It shall be assumed that excavation which exceeds either of these criteria shall constitute adverse groundwater effects. 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/Owner and/or Developer prior to development. At the time the master drainage plan is submitted to the County, the Applicant/Owner and/or Developer shall also submit the plan to Tampa Bay Water (TBW).

(5) Other infiltration techniques will be maximized, such as Low Impact Development techniques to maintain wetland hydroperiods, where practical and appropriate.

(6) Planning and development of the Wiregrass Ranch DRI shall conform to the rules adopted by SWFWMD as amended from time to time.

(7) All drainage system components shall comply with Section 40D-4, FAC, as well as all other applicable local, State, and Federal rules and regulations.

(8) In order to protect surface water quality, stormwater exiting the site shall meet all applicable State water quality standards.

(9) Ground Water and Surface Water Monitoring Plan (GSMP)

(a) A Ground Water and Surface Water Monitoring Plan (GSMP) shall be developed to include a ground water monitoring component and a surface water monitoring component. The Developer shall ensure the GSMP is developed in accordance with Rules 62-4.246, 62-522 and 62-520.600, FAC and in coordination with the Florida Department of Environmental Protection (FDEP), SWFWMD, and TBW in order to establish parameters, methodology, sampling frequency, establishment of baseline data and locations of monitoring sites. The GSMP shall also include a surface water component to

include sampling of those stormwater discharge points exiting the site and upstream and downstream sampling points within surface water systems adjacent to the site as described in the GSMP. The Monitoring Plan shall identify, measure and report any continuous and/or long term pre- and post- development changes in water quality. The Monitoring Plan shall include the establishment of baseline conditions at points where surface water enters the property and where it exits the property as approved within the GSMP. Analysis shall include all primary drinking water standards contaminants. If reclaimed water for irrigation purposes is used in the future, the GSMP may be amended as required for the use of reclaimed water.

(b) The GSMP shall be submitted to the FDEP, SWFWMD, TBW and Pasco County within 180 days of DO approval. The GSMP shall be approved by Pasco County Engineering Services, and if applicable DEP and SWFWMD, within 90 days of submittal. The GSMP shall be instituted within 90 days of approval of the GSMP. Baseline monitoring and reporting shall be completed and submitted to the Pasco County Engineering Services, before the start of any construction activities on parcels other than those parcels approved under the existing MPUD and C-2 zoning, the pending C-2 zoning on parcel C-6 (Lifestyle Center) or SR 56, Mansfield Blvd. and Chancey Blvd. infrastructure. If baseline monitoring and reporting has commenced and the GSMP is not approved within 90 days of submittal, the design and permitting of the project shall not be delayed. Subsequent monitoring shall continue through the build-out of the project/site unless otherwise determined by Pasco County Engineering Services. Analysis and reporting shall be annual unless degradations are identified and then monthly monitoring for the degradations until such time as the degradations are corrected. Degradations are any increase in any contaminant (as defined by applicable water quality criteria) that adversely impacts human health or causes a water to become impaired. There can be no increase in any current impairment that exists as defined by the baseline data. The Applicant/Owner and/or Developer shall comply with any existing or future state or federal water quality criteria pursuant to SWFWMD, Pasco County, FDEP and/or U.S. Environmental Protection Agency (USEPA) rules and/or Pasco County Ordinance. Should FDEP determine that Total Maximum Daily Load (TMDL) contaminants occur at levels exceeding established standards/thresholds within the Wiregrass Ranch Watershed, the Applicant/Owner and/or Developer shall amend the GSMP to incorporate TMDL monitoring and reporting in accordance with adopted future water quality criteria/rules.

(c) The monitoring results of the GSMP shall be submitted to FDEP, SWFWMD, TBW and Pasco County at least annually, (or more often as may be required due to a compliance issue) and shall be included in the biennial report. Should the monitoring results indicate that applicable State water quality standards are not being met, the results shall be reported to FDEP, Pasco County and other appropriate regulatory bodies immediately. In the event FDEP, SWFWMD or Pasco County determines there is a violation of any State or federal water-quality standard, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected. Should an unresolved compliance issue

exist at the time of project build-out/completion, data collection, analysis and reporting shall continue until all issues are resolved.

(d) Should the Applicant/Owner and/or Developer wish to add new land areas to the DRI which are not subject to the GSMP in place at the time of a NOPC submittal, the developer shall update the GSMP and such update shall be submitted to the County, TBW, FDEP and SWFWMD unless FDEP or SWFWMD and the County determine that the GSMP update/revision is not necessary.

(e) The Applicant/Owner and/or Developer shall provide updates to the Wiregrass Ranch stormwater model to Pasco County so that the County may incorporate such updates into its Trout Creek Stormwater Management Master Plans (SWMMP) as appropriate.

e. Wellfield Protection

(1) The Applicant/Owner and/or Developer shall comply with the Wellhead Protection Ordinance (Section 612 of the Land Development Code as amended).

(2) Appropriate subsurface investigations shall be performed prior to construction of stormwater and/or floodplain compensation ponds to determine proper development scenarios to protect against potential sinkhole damage.

(3) Should any noticeable soil slumping or sinkhole formation become evident, the Applicant/Owner and/or 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.

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

(5) Test or foundation holes as defined in Rule 40D-3.021(8), FAC shall be drilled by an appropriately bonded, licensed test or foundation hole contractor.

(6) All existing wells which have no planned future use or attempted wells or test foundation holes shall be cement plugged by a licensed water well contractor [under SWFWMD Well Abandonment Permit(s)], or by test foundation hole contractor in accordance with Rule 40D-3.041(1), FAC.

f. Wetlands

(1) Onsite category I, II and III wetlands classified in accordance with Policy CON 1.3.1 are generally identified on Exhibit K. At the time of preliminary plan/preliminary site plan approval for any development area, the County may decide to authorize impacts to Category I wetlands, but only in accordance with the DRI master roadway plan and/or the provisions of the Objective CON 1.3 and implementing Policies, as applicable. Impacts to Category I wetlands and wetland buffering are recognized as having been approved/authorized in accordance with:

(a) Those roadway crossings identified on the Master Roadway Phasing Plan;

(b) Existing agency (SWFWMD, ACOE, FDOT or County) approvals for onsite roadways, residential, commercial or multi-use projects, prior to DO issuance.

(2) Wetland protection shall be in accordance with Objective CON 1.3 and implementing Policies as well as all applicable County, State, and Federal laws, permits, rules, and regulations.

(3) Preliminary plans, preliminary site plans and construction plans for each parcel in the project shall include specific limits of wetlands pursuant to wetland delineation surveys conducted in coordination with SWFWMD and other regulatory agencies as may be applicable.

(4) Existing wetland hydroperiods, normal pool elevations, and seasonal high-water elevations shall be maintained in substantial conformance with permit requirements by appropriate jurisdictional entities.

(5) Buffering around all post development wetland areas shall comply with Policy CON 1.3.13 and implementing land development regulations. All mitigation areas and littoral shelves shall be monitored in accordance with the requirements of the appropriate permitting agency. Allowable uses within buffer areas shall include the following:

(a) In cases where a lot line abuts the 25 foot buffer, and supplemental buffer plantings are proposed/required, such plantings shall consist of native, non-invasive vegetation.

(b) Dredging or filling shall be allowed in the 25 foot buffer to accommodate drainage swales, outfall structures, grade transitioning, floodplain compensation areas, wetland mitigation areas or stormwater features, as permitted/approved by permitting agencies to the extent not inconsistent with implementing land development regulations that may be adopted.

(c) At-grade interpretive walking trails or elevated pedestrian boardwalks, as approved by the permitting agencies.

(d) All other uses shall be those uses as allowed and permitted by SWFWMD or in accordance with the Land Development Code as amended, whichever is more restrictive.

(6) The Applicant/Owner and/or Developer shall develop a coordinated wetlands mitigation plan consistent with Policy CON 1.3.8 which requires mitigation of impacts to Category I wetlands through preservation, enhancement, and/or restoration of uplands and wetlands. For the Wiregrass Ranch DRI, the identified onsite Conservation Corridor as identified in Exhibit L to this DO is inclusive of an identified regionally significant resource and is adjacent to onsite named tributaries. Therefore, wetland mitigation, in the form of onsite wetland creation and/or preservation, enhancement or restoration of onsite wetlands and/or uplands within or immediately adjacent to the Conservation Corridor shall be considered as appropriate mitigation pursuant to Policy 1.3.8 for approved impacts to Category I wetlands. This plan shall be submitted to the Pasco County Growth Management Department and County Biologist at the time of the preliminary plan/preliminary site plan submittal for the affected area and shall be approved by the County Biologist.

(7) The Applicant/Owner and/or Developer shall implement a management plan for Wetland H25, as contemplated by the TBRPC Final Report (Exhibit B). This management plan shall be included as part of the Environmental Management Plan (EMP) for the Wiregrass Ranch DRI.

(8) The Applicant/Owner and/or Developer shall only use wetlands for water quality improvement with adequate environmental and design controls consistent with Policy CON 1.6.3 and as authorized by the SWFWMD.

g. <u>Flood Plains/Disaster Preparedness</u>

(1) Development within the 100-year floodplain shall comply with section 701 of the Land Development Code. Elevation for all habitable structures shall be at, or above, a 100-year floodplain elevation plus one foot. All preliminary plan/preliminary site plan submittals shall show 100-year floodplain elevations. Elevations for roadways providing access to residential areas shall comply with the Pasco County Comprehensive Plan and Land Development Code.

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

(3) Compensation for the loss of 100-year flood storage capacity shall be provided, as approved by the appropriate permitting agencies.

h. Vegetation and Wildlife

(1) The Applicant/Owner and/or Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan, Rule 9J-2.041, FAC, and all applicable agency regulations regarding the protection of listed wildlife and plant species found on-site.

(2) The Applicant/Owner and/or Developer shall conduct breeding season surveys for documented on site listed species, including Florida Sandhill Cranes, Sherman's Fox Squirrel, Wood Storks and Wading birds, within and adjacent to any parcel which contains suitable habitat (as defined through ADA surveys) and is planned for development immediately preceding or coinciding with the breeding season of these listed species. The results of the surveys shall be submitted to Pasco County Growth Management Department, Pasco County Biologist and the Florida Fish and Wildlife Conservation Commission (FFWCC) for review and approval of conditions to protect listed species and their habitat consistent with statutory and rule requirements, including Section 68A-27, F.A.C. , Rule 9J-2, F.A.C., and Policy CON 1.1.2. Such conditions if appropriate shall be incorporated into the DO at the next time the DO is amended.

(3) In the event any additional State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes not detected during the ADA preparation or the surveys required in Condition 5.h(3) above are discovered on-site during project development, the Applicant/Owner and/or Developer shall immediately notify Pasco County Growth Management Department, Pasco County Biologist, the FFWCC and/or the USFWS for review and approval of conditions to protect such species and their habitat consistent with statutory and rule requirements, including Section 68A-27, F.A.C., Rule 9J-2, F.A.C., and Policy CON 1.1.2. Such conditions shall be incorporated into the DO at the next time the DO is amended.

(4) The project site excluding the Conservation Corridor may continue to be used for agricultural activities during development, but at no greater intensity than at present. No silvicultural or agricultural activities shall be initiated on land not currently under such use.

(5) Conservation Corridor

(a) The Applicant/Owner and/or Developer shall provide a Conservation Corridor to include the regionally significant resource to be substantially consistent with that originally depicted on Exhibit 14-5 of the ADA (the "Conservation Corridor").

(b) The uses within the Conservation Corridor as identified on Exhibit L to this DO shall be limited to recreational and conservation education land uses, including picnic shelters and a pedestrian trail system for recreational uses, e.g., walking/jogging, cycling, and rollerblading, parking areas to access the area, observation points strategically located for wildlife viewing, interpretive signs describing native flora and fauna, and wetland mitigation, floodplain mitigation and stormwater facilities. The trails will be constructed of asphalt, concrete, wood, or other suitable material. Conservation Corridors shall be

maintained for recreational purposes in perpetuity by the CDD(s), or similar entity as may be approved by Pasco County, to allow continued pedestrian access.

(c) Management and maintenance of the Conservation Corridor consistent with the Environmental Management Plan shall be the responsibility of the CDD or another entity acceptable to Pasco County and the Conservation Corridor shall be owned by the CDD or another entity acceptable to Pasco County. However, Pasco County retains the authority to assume maintenance responsibility for the Conservation Corridor. The Conservation Corridor shall be depicted as an overlay on all preliminary plan/preliminary site plan and construction plans where appropriate and any amended MPUD master plans. The Conservation Corridor shall be designated on the plat(s) as conservation area(s).

(d) Planned roadway crossings within the Conservation Corridor shall be consistent with crossing locations depicted on the Master Roadway Alignment and Construction Phasing Plan and all roadway and preliminary/construction plan under review or approved prior to DO adoption.

(e) The EMP shall include the design of the Conservation Corridor. Wildlife undercrossings will be required where shown on the Master Roadway Alignment and Construction Phasing Plan and as indicated in the DRI. All crossings will be designed to facilitate the movements of targeted species. The conceptual design for each crossing will be included in the EMP. The final design for each crossing shall be included with each respective preliminary plan/preliminary site plan. Wildlife crossings shall meet the following criteria or best available design at the time of approval by Pasco County:

1) Undercrossings shall be above seasonal high water;

2) All undercrossings shall incorporate vegetation extending from the Wildlife undercrossing to an adjacent natural system that is designed to guide target wildlife species from the natural system thru the Wildlife undercrossing and to the adjacent natural system and provide cover for the safe hiding of small wildlife (such as rabbits, rodents, and amphibians);

3) All undercrossings shall incorporate berms and/or fencing outward of the funnel edges near the road to discourage wildlife from crossing the roadway outside a designated crossing.

4) Conspan designs are not acceptable for small mammal under crossings.

(f) The Applicant/Owner and/or Developer shall also comply with Section 6 of this DO for the Conservation Corridor.

(6) Environmental Management Plan (EMP)

(a) The Applicant/Owner and/or Developer shall submit within 180 days of DO approval an Environmental Management Plan for review and approval by Pasco County Growth Management Department, Pasco County Biologist, and the FFWCC. Once the plan has been approved, it shall be incorporated into the conditions of rezoning and the conditions in the DO in the next amendment to the

DO. Implementation of EMP shall be the responsibility of the CDD or another entity acceptable to Pasco County.

(b) The EMP shall be consistent with the commitments made in the review of the ADA and sufficiency responses and all items included in the Developer's Commitments section of the TBRPC Final Report concerning protection of listed and other wildlife species and their habitats and protected wetlands.

(c) The EMP shall include but not be limited to the following:

(i) Protection of Category I wetlands, including Wetland H25; listed species and their habitat and Category II and III wetlands unless otherwise approved by Pasco County, SWFWMD or U.S. Army Corps of Engineers (ACOE).

(ii) Special design measures to minimize secondary impacts to Category I wetlands containing listed plant species such as Blue Butterwort, Yellow Butterwort and the Pitcher Plant (Pinguicula caerulea, Pinguicula lutea, and Sarracenia minor, respectively).

(iii) Management for specific listed species including but not limited to Wood Stork, Florida Sandhill Crane, Wading birds, Gopher Tortoise, Eastern Indigo snake, Sherman's Fox Squirrel and other listed species documented on-site.

(iv) Provide for the regular monitoring of target wildlife populations.

(v) Shall include specific limits of wetlands pursuant to wetland delineation surveys to be conducted in coordination with SWFWMD, the ACOE and other regulatory agencies as may be appropriate.

(vi) The EMP shall provide for assignment of responsibility for implementation of the EMP to a responsible entity, such as the CDD(s), or similar entity as may be approved by Pasco County.

(vii) The EMP shall include how nuisance and exotic species will be controlled in both the Conservation Corridor and within other proposed preservation/natural areas.

(viii) Conservation Corridor

1) The EMP shall ensure the preservation of existing on-site native and non-invasive vegetation and plant communities within the Conservation Corridor subject to Section 5.b.

2) The EMP shall ensure that the Conservation Corridors remain free of structures inhibiting animal migration such as fences and buildings, unless said structure is directly related to animal movement through the corridors or roadway undercrossing systems specifically designed for use by wildlife or approved boardwalks, pedestrian trails, recreational trails, parking areas to access the area, observation points strategically located for wildlife viewing, interpretive signs

describing native flora and fauna, and drainage/mitigation features. All plats containing lots adjacent to Conservation Corridors and the community's deed restrictions shall include specific language to ensure compliance with this condition and shall be detailed in the EMP.

3) Specific scheduling for all activities that are necessary for the management of the Conservation Corridor shall be included in the EMP. At a minimum, the management of the Conservation Corridor shall include maintenance, monitoring, and other activities necessary to maintain these areas in perpetuity.

4) The EMP shall include the design of all wildlife crossings. Wildlife undercrossings will be required in accordance with approved Master Roadway Alignment and Construction Phasing Plan. All crossings will be designed to facilitate the movement of targeted species. The conceptual design for each crossing will be included in the EMP. The final design for each crossing shall be included with each respective preliminary plan/preliminary site plan. Wildlife crossings shall meet the following criteria at the time of approval by Pasco County:

a) Undercrossings design shall be in conformance with Pasco County standard specifications;

b) Undercrossings shall be above seasonal high water;

c) Undercrossings shall incorporate vegetation where appropriate extending from the Wildlife undercrossing to an adjacent natural system that is designed to guide target wildlife species from the natural system through the Wildlife undercrossing and to the adjacent natural system and provide cover for the safe hiding of small wildlife (such as rabbits, rodents, and amphibians);

d) Undercrossings shall incorporate berms and/or fencing outward of the tunnel edges near the road to discourage wildlife from crossing the roadway outside a designated crossing. The addition of berms or fencing shall not be required where additional wetland impact and mitigation would result.

e) Where undercrossings are not specified (Exhibit L) but protective measures are determined to be necessary to promote continuity of the Conservation Corridor, wildlife crossing signage shall be provided as recommended by the County on a case-by-case basis.

(ix) The EMP shall incorporate the Audubon Signature Silver Program for the golf course to ensure that maximum habitat will be maintained while minimizing use of pesticides.

(x) The EMP shall provide for assignment of responsibility for implementation of the EMP to a responsible entity, such as the CDD(s), or similar entity as may be approved by Pasco County.

(xi) The EMP shall encourage conservation education for the residents and other users of the development. Details, methods, and examples of educational materials to be provided to residents and users of Wiregrass Ranch DRI shall be included and described in the EMP.

(xii) An annual progress report and an update to the EMP shall be submitted to Pasco County Growth Management Department, Pasco County Biologist, and FFWCC and shall be included in the biennial report.

(d) Strategy to address nuisance and exotic invasive plant species including removal from the project site during site development and maintenance to ensure such species do no reoccur in accordance with EMP. Implementation of this strategy shall be the responsibility of entities such as the Home Owners Association (HOA), the CDD(s), or similar entity as may be approved by Pasco County.

(e) Within the building sites, development shall preserve existing on-site native and non-invasive vegetation and plant communities to the greatest extent practicable on a site-by-site basis.

i. Air Quality

(1) Best Management Practices (BMP), as identified in the Application, shall be employed during site preparation and construction to minimize air quality impacts.

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

j. Land

(1) BMP, including those identified in the Application, to reduce soil erosion and fugitive dust shall be implemented and employed during site preparation and construction to prevent wind- and water-borne erosion.

(2) Prior to commencing development, the Applicant/Owner and/or 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/Owner and/or Developer and the County Surveyor shall mutually determine the location. The Applicant/Owner and/or 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.

k. Utilities

(1) Water Supply and Wastewater Treatment

(a) Pasco County has determined that the Wiregrass Ranch DRI is

within the County service area and that the County intends to serve the Wiregrass Ranch DRI.

(b) Pasco County has determined that capacity exists subject to the County receiving all the necessary permits and approvals to implement and construct the planned system improvements and plan expansions needed to serve the development, 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/Owner and/or Developer shall construct all water and wastewater facilities within the development to Pasco County standards in effect when construction drawings are approved by the Pasco County Utilities Services Branch (PCUSB).

(c) The Applicant/Owner and/or Developer shall provide the PCUSB with a master water and wastewater utility plan prior to the first preliminary plan/preliminary site plan approval for any entitlements beyond those approved prior to the DO adoption, i.e., the Pulte S.R. 56 MPUD, or C-2 zonings.

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

(e) The Applicant/Owner and/or 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. Water conservation educational materials shall be distributed to all homeowners, other landowners, and businesses.

(f) The project shall utilize the lowest quality water reasonably available, suitable, and appropriate for a particular use.

(g) The use and potential use of reclaimed water shall be maximized where available and practicable as determined by the PCUSB.

(h) Separate lines for irrigation shall be installed in the development during construction unless otherwise established in the Utility Services Agreement with the County. Reuse connections shall also be metered when they occur.

(i) Local water resources are very limited and to the maximum extent practical, the Applicant/Owner and/or Developer shall minimize water demand. Water saving fixtures shall be required in the project, as mandated by the Florida Water Conservation Act (Section 553.14, F.S). The Applicant/Owner and/or Developer shall comply with Section 603, Land Development Code. The Applicant/Owner and/or Developer shall encourage at the time of construction:

(1) 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.

(2) 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 used.

(3) Water meters on all irrigation systems

(j) Florida-friendly landscaping materials and techniques shall be used that, once established, the landscape will be prepared for more extreme weather conditions. The Applicant/Owner and/or Developer shall incorporate principles of the Florida Yards and Neighborhoods program to implement integrated pest management, landscape design, plant material selection, and irrigation system installation.

(k) 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.

(l) No septic tanks shall be installed on the Wiregrass Ranch DRI site. For the temporary disposal of sewage or wastewater from temporary construction trailers during the interim period before central sewer is installed, the Applicant/Owner and/or Developer shall comply with the applicable Florida Department of Health and DEP regulations. These temporary measures shall be abandoned when central sewer becomes available.

(2) Water Rights and Water Use Permits

In consideration of Pasco County's agreement to provide potable water service to Wiregrass Ranch DRI, the Applicant/Owner and/or Developer and its successors and assigns agree to the following:

(a) In the event of production failure or shortfall by TBW, as set forth in Section 3.19 of the Interlocal Agreement creating TBW, the Applicant/Owner and/or Developer, regardless of the permitted use, shall grant Pasco County access to, and shall cooperate with the County in the allocation of water generated within the project pursuant to any and all Water Use Permits or water use rights the Applicant/Owner and/or Developer may have to use or consume surface or ground water within Pasco County.

(b) Prior to the Applicant/Owner and/or Developer releasing, transferring, or selling any water or Water Use Permits or water use rights, the Applicant/Owner and/or Developer shall notify Pasco County, and Pasco County shall have a right of first refusal to purchase such water or Water Use Permits or water use rights.

(3) Solid/Hazardous/Biohazardous Waste and Recycling

(a) 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 and operation of the project shall not cause the LOS for solid-waste collection/disposal to fall below the acceptable LOS established in the Comprehensive Plan.

Documentation of adequate disposal capacity, including assurance of adequate hazardous/biohazardous waste and material disposal to service the project, shall be obtained from Pasco County or other appropriate entities.

(c) With the exception of the hospital, it is not anticipated that hazardous or toxic waste will be generated by the project. The Applicant/Owner and/or 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 prior to December 31, 2008, and shall be approved by PCUSB to maximize solid-waste recycling for all types of development within the Wiregrass Ranch DRI. A monitoring report updating the implementation and progress of such recycling plan shall be submitted to the PCUSB by the Developer, HOA, CDD, or other entity approved by the PCUSB and shall also be included in the biennial report.

(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.

l. Energy

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

(2) All Wiregrass Ranch DRI tenants, businesses, and residents in the project shall be encouraged to:

(a) Use energy alternatives, such as solar energy, waste-heat recovery, and cogeneration.

(b) Use landscaping, building orientation, and building construction and design to reduce heat gain.

(c) Institute programs to promote energy conservation by employees, buyers, suppliers, and the public.

(d) Institute recycling programs.

(e) Reduce levels of operation of all air conditioning, heating, and lighting levels during nonbusiness hours.

m. Transportation

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 Exhibit I (Transportation Mitigation Table) attached hereto.

(1) Proportionate Share and Mitigation Alternatives

The Applicant/Owner and/or Developer's proportionate-share mitigation

dollar amount for Phases 1 through 3 of Wiregrass Ranch DRI is Five Hundred Seventy Nine Million One Hundred Sixty Three Thousand Eight Hundred Eighteen Dollars and 00/100 Dollars ($579,163,818) in October 2006 dollars (the "Proportionate Share") as provided in Exhibit H. The Applicant/Owner and/or Developer shall mitigate for the proportionate share traffic impacts of the development through the mitigative measures as set forth on Exhibit I. The Applicant/Owner's and/or Developer compliance with this DO shall satisfy the Applicant/Owner and/or Developer's Proportionate Share, and transportation concurrency obligations through December 31, 2016 for Phases 1 through 3, subject to any extensions granted pursuant to the Concurrency Management Ordinance.

(2) Development Agreement

The County and Applicant/Owner and/or Developer shall enter into a DA which shall be approved prior to or concurrent with the MPUD zoning approval for the entire DRI, and such DA shall set forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the Pipeline Projects in Exhibit I. The DA shall be prepared consistent with Exhibits H and I. In addition, the DA shall also contain: (a) the agreed schedule for the required Pipeline Projects to ensure such Pipeline Projects are expeditiously constructed; (b) a requirement that if the Applicant/Owner and/or Developer should fail to adhere to the schedule in the DA, then no further Building Permits or development approvals shall be issued until the Pipeline Projects obligations have been recommenced to the satisfaction of Pasco County; (c) provisions for assistance from Pasco County in the acquisition of right-of-way, for the Pipeline Projects as needed; (d) requirements for financial performance guarantees to be provided by the Applicant/Owner and/or Developer to ensure that the Pipeline Projects will be completed in accordance with the applicable schedule; (e) provisions addressing the required payment of transportation impact fees, transportation impact fee credits, and any required cash mitigation payments; (f) insurance and indemnification requirements; and (g) other provisions as deemed appropriate by Pasco County. Changes to the DA which materially affect the requirements in Subsection (1) above, Exhibit H or Exhibit I, 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 DA shall not require an NOPC or DO amendment. The County may also address any of the foregoing requirements in the conditions of any rezoning approval within the DRI that predates adoption of the DA.

(3) All access and intersection improvements, number of access points, spacing, and geometry of access points shown on page 1 of 2 of Exhibit J (Site Access/Intersection Improvements) attached hereto shall be subject to compliance with the provisions of Pasco County's and the FDOT's access-management regulations. The Applicant/Owner and/or Developer shall be responsible for construction of all access improvements shown on Exhibit J unless otherwise approved by the DRC prior to or concurrent with construction of infrastructure improvements to serve the portions of the project necessitating

such improvements as determined by the County at the time of preliminary plan/preliminary site plan approval and/or at the time of issuance of access permits for the project, except where the DA provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the Development Review Committee or Development Review Division may also require further site access/site-related intersection improvements and site access/site-related improvements. The need and analysis for turn lanes, traffic signals, turn lane lengths, and other site access/site related improvements shall also consider future DRI and non-DRI traffic that will utilize the same site access/site related improvements. Except where specifically allowed pursuant to the DA or this DO, these improvements are not creditable against the proportionate-share dollar amount or against the Pasco County Transportation Impact Fee requirements of the development.

(4) Trip Generation Monitoring

(a) Eighteen (18) months following construction plan approval for vertical construction of fifty (50) percent of the Phase 1 of the DRI 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 Phase 1 of the DRI in terms of p.m. peak-hour project trip generation or December 31, 2010, whichever occurs first, the Applicant/Owner and/or 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.

(b) 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 the perimeter boundary of Wiregrass Ranch DRI. 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 net external trips, diverted trips, pass-by trips, and diverted pass-by trips. For Phase I the total pm peak-hour project trips at the project entrance driveways was estimated to be 10,288 (5,287 inbound and 5,001 outbound), which included 968 internal capture and 648 pass-by trips. For Phases I and II (cumulative) the total pm peak-hour project trips at the project entrance driveways was estimated to be 17,581 (9,131 inbound and 8,450 outbound), which included 2,670 internal capture and 690 pass-by trips. For Phases I, II, and III (cumulative) the total pm peak-hour project trips at the project entrance driveways was estimated to be 19,818 (10,077 inbound and 9,741 outbound), which included 3,428 internal capture and 786 pass-by trips.

(c) If monitoring results demonstrate that the project is generating more than two and one-half (2.5) percent above the number of trips estimated in the original analysis 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.

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

(5) Public Transit

The Applicant/Owner and/or Developer shall comply with applicable County and Pasco County Public Transportation Department (PCPT) requirements to accommodate mass transit service to and within the project. In addition, the County and Applicant/Owner and/or Developer shall enter into an agreement which shall be approved by the Board of County Commissioners prior to any preliminary plan/preliminary site plan approval within parcel M-7. The agreement shall set forth the terms and conditions governing the dedication and construction of public transit easements and amenities within the project including but not limited to: (a) ingress and egress route(s) for buses; (b) bus stop amenities to service the project, such as benches, bicycle racks, shelters, lighting, pedestrian walkways, and landscaping; (c) locations for bus stop pads along both sides (within the right of way) of all major roadways and frontage roadways at appropriate intervals as shown on the Wiregrass Ranch Master Roadway Alignment & Construction Phasing Plan and along such roadways at major activity locations, such as high school, town center, employment center, and major commercial development areas, unless otherwise approved by PCPT, the Development Review Committee, or the Board of County Commissioners. For purposes of this requirement major roadways shall include those roadways shown on the Wiregrass Ranch Master Roadway Alignment & Construction Phasing Plan that have not received construction plan approval or 100 percent design approval as of the adoption date of this DO. Major roadways and frontage roadways (as defined above) shall be designed and constructed to accommodate bus stop amenities without retrofit to existing roadway cross section improvements (i.e., sidewalk, landscaping, drainage, etc) at the time when installation of bus stop amenities is required by PCPT. The Applicant/Owner and/or Developer shall incur the cost for purchase, installation and maintenance of all shelters and accompanying concrete pads as required by the PCPT, Development Review Committee or the Board of County Commissioners. Transit amenities within the Traditional Neighborhood Development Town Center shall be reviewed for conformance with LDC 800 at the time of preliminary plan/preliminary site plan review and approval for parcel M-7. Preliminary and construction plan submittals/approvals for parcel M-7, and for all major roadways and frontage roadways (as defined above) shall satisfy the foregoing requirements. The Applicant/Owner and/or Developer will be entitled to a credit for any land areas dedicated to transit against any future transit infrastructure, transit concurrency mitigation, or the land portion of any future transit impact fee requirements and for the cost of all facilities provided by the Applicant/Owner and/or Developer, against the facilities portion of any such future transit impact fee requirements. The Applicant/Owner and/or Developer shall receive impact fee credit against the land portion of any future transit impact fee ordinance for the foregoing conveyances in the amount of Twenty Five Thousand

and 00/100 ($25,000.00) per upland developable acre actually conveyed, by easement or deed, to Pasco County. Transit impact fee credits shall not begin to accrue until such conveyance is complete. The Applicant/Owner and/or Developer and/or their successors agree to maintain the transit accommodations facilities in good working condition as determined by PCPT. The Applicant/Owner and/or Developer and their successors shall not refuse PCPT or any other transit authority, or any of their users/patrons, access to such facilities.

(6) Transportation Demand Management (TDM Program)

In the first year following the completion of development in Phase 1, the Applicant/Owner and/or Developer shall initiate a TDM Program to seek to divert vehicle trips from the p.m. peak-hour. The TDM Program shall include a biennial assessment of the actual achievement of trips diverted from the p.m. peak-hour as a result of the program using a methodology approved by Pasco County. Results of the TDM Program shall be included in each biennial report. If the County approved methodology is utilized, the Applicant Owner and/or Developer shall be entitled to a credit for any documented trips diverted from the p.m. peak-hour as a result of the TDM program in any future traffic analysis or monitoring requirement for the DRI.

(7) Master Roadway Phasing Plan

The Applicant/Owner and/or Developer previously obtained approval of a Master Roadway Alignment and Construction Phasing Plan in connection with a prior MPUD approval for a portion of the DRI, which included various alternative standard requests and conditions. Prior to the MPUD approval for the entire DRI, the developer shall submit a revised Master Roadway Alignment and Construction Phasing Plan for the entire DRI to the Growth Management Department for review, which shall be approved by the Development Review Committee or Board of County Commissioners prior to or concurrent with the MPUD approval for the entire DRI. The plan shall include, at a minimum, subject to any approved variances or alternative standards, right-of-way widths (including right-of-way widths consistent with the Comprehensive Plan Corridor Preservation Table), roadway cross sections, number of lanes, intersection geometry, construction phasing, design speed, internal access points, bus stop pads, and alignment for all major County collector and arterial roadways within or adjacent to the DRI and not required by the Wiregrass Transportation Mitigation Table and Development Agreement. The plan shall also demonstrate compliance with the County's collector and arterial design and spacing standards (Land Development Code, Section 610.3) subject to any approved variances or alternative standards.

n. Educational Facilities

(1) The Applicant/Owner and/or Developer shall comply with the terms of the School Impact Fee Ordinance No. 01-06, adopted February 27, 2001, as amended.

(2) The development of the Wiregrass Ranch DRI will generate the need for educational facilities. The Applicant/Owner and the Pasco County School Board (School Board) have

determined that there will be a need for one (1) high school site, one (1) middle school site, and up to four (4) elementary school sites. On March 2, 2004, the Applicant/Owner and the School Board entered into an Agreement intended to identify and address the school site needs described herein. This Agreement, as currently constituted and as it may be amended, is an enforceable obligation of the Applicant/Owner and/or Developer. The Agreement provides for the conveyance of the school sites described herein and directs the Applicant/Owner and/or Developer to provide road access and utility facilities to each school site. The Agreement with the School Board is hereby incorporated by reference into and made part of this DO as Exhibit N. The on and off-site infrastructure needed for the school sites in the Wiregrass Ranch DRI shall be the responsibility of the Applicant/Owner and/or Developer and School Board pursuant to the foregoing Agreement, or the responsibility of the School Board to the extent such infrastructure needs are not addressed in the foregoing Agreement. Pasco County shall not have any responsibility for the on and off-site infrastructure needed for the school sites in the Wiregrass Ranch DRI pursuant to any existing interlocal agreements between the School Board and Pasco County, except to the extent Pasco County has specifically agreed to be responsible for the Wiregrass Ranch DRI infrastructure as a whole in this DO or is otherwise required to provide such infrastructure pursuant to state law. The Applicant/Owner and/or Developer is not entitled to school impact fee credits for the parcels described in the Agreement.

(3) The Agreement described in paragraph (2), above contemplates the sale to the School Board of one (1) high school parcel; one (1) middle school parcel; and up to four (4) elementary school parcels. The Applicant/Owner and/or Developer and the School Board have agreed that each parcel will be provided road access and utility facilities. Educational facilities have already been constructed on the high school and middle school parcels. The Applicant/Owner and/or Developer and School Board have identified parcels for three (3) elementary schools. The parcels are shown as V-1, V-2, and V-3 on Map H. The location of the fourth elementary school parcel has not been determined as of the date of adoption of this DO. The Applicant/Owner and/or Developer and School Board anticipate that this parcel will be selected at a later date, pursuant to the Agreement, if the School Board determines such site is necessary. Based upon the foregoing, it is a condition of this DO that Pasco County shall not, without prior written agreement of the School Board, approve amendments to this DO or Map H which would cause or require the relocation or realignment of the road network depicted on Map H so as to either: (i) restrict or eliminate the required public road access to the school parcels selected by the School Board, or (ii) create an unsafe condition for the school sites which contravenes acceptable access management standards. This provision applies to public access serving the fourth elementary school once the location of said parcel is determined by the Applicant/Owner and/or Developer and the School Board.

o. <u>Recreation and Open Space</u>

(1) The Applicant/Owner and/or Developer shall comply with the provisions of Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, adopted by the Board of County

Commissioners on January 29, 2002, and the Neighborhood Parks Ordinance, No. 02-26, as amended, subject to any variances granted under the ordinance. The Applicant/Owner and/or Developer shall co-locate any required Neighborhood Parks with the Elementary School site V3 and the potential 4th elementary school site, if required, described in Section 5(n) unless (1) the approval of preliminary plans adjacent to the school sites prior to the DRI approval prevent such collocation, or (2) the Applicant/Owner and/or Developer provides evidence acceptable to the DRC demonstrating that Land Development Code requirements or other governmental agency requirements prevent such collocation or (3) the School is already collocated with a District or Community Park.

(2) Within 90 days of written request by Pasco County, the Applicant/Owner and/or Developer shall convey to Pasco County without compensation other than impact fee credits the following:

(a) A District Park Site comprising 80 contiguous, upland developable acres in the southwestern portion of Parcel S-5 on DRI Map H, with access from Mansfield Boulevard. The specific location and configuration of the site shall be acceptable to the Parks and Recreation Department and the Applicant/Owner and /or Developer.

(b) A Community Park Site comprising 16 contiguous, upland developable acres in Parcel M-4A on DRI Map H, adjacent to the 24-acre Tennis Stadium site which already is subject to a Donation Agreement between the Applicant/Owner and Pasco County (which will therefore provide a 40-acre Community Park site, inclusive of the Tennis Center). The specific location and configuration of the site shall be acceptable to the Parks and Recreation Department and the Applicant/Owner and/or Developer.

(3) The Applicant/Owner and/or Developer shall receive credits in accordance with the land portion of the Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, as amended, for the 80-acre District Park Site and the 16-acre Community Park Site (but not for the 24-acre Tennis Center site which is to be donated to the County). The Applicant/Owner and/or Developer shall receive impact fee credit against the land portion of the parks and recreation impact fee for the foregoing conveyances in the amount of Twenty Five Thousand and 00/100 Dollars ($25,000) per upland developable acre actually conveyed to Pasco County. Park Impact Fee Credits shall not begin to accrue until such conveyance is complete. All conveyances pursuant to this section shall be in accordance with Section 5(t)(3) of this DO. These requirements shall not affect any obligations of the Project relating to payment of applicable Parks and Recreation Impact fees if no credit is available pursuant to this Section 5.o and the Parks and Recreation Impact Fee Ordinance. Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required contiguous, developable, upland acres, unless such areas are usable in accordance with Section 5(f)(5) of this DO.

(4) If a roadway conveyance or any park site conveyance creates a strip of land between the proposed access roads and the park site, the Applicant/Owner and/or Developer shall be

required to adjust or provide additional conveyances as requested by, and at no cost to Pasco County.

(5) The Applicant/Owner and/or Developer shall provide all off-site infrastructure, including but not limited to, access roads, intersection improvements, stormwater drainage, and utilities (including but not limited to water, sewer, electric, cable and telephone) to the proposed entrance to the park sites, and all such connections shall be brought to the physical boundaries of said site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to final plat or construction plan approval of fifty (50) percent of the specifically approved residential entitlements of the DRI or December 31, 2013, whichever comes first. In addition, the Applicant/Owner and/or Developer shall convert to upland and mitigate for any isolated wetlands located within the park boundaries and designated for impacts on the park site location approval, prior to final plat or construction plan approval of fifty (50) percent of the specifically approved residential entitlements of the DRI or December 31, 2013, whichever comes first. To the extent necessary, Pasco County shall provide all necessary consents, easements, approvals, or other permit applications requested by the Applicant/Owner and/or Developer that are necessary to provide such roads, utilities, and mitigation. Pursuant to Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, as amended, the Applicant/Owner and/or Developer may enter into an agreement with Pasco County for park facility improvements. Credits/offsets against the facilities portion of the Parks and Recreation Impact Fee shall be granted pursuant to Section 3.04 of the Parks and Recreation Impact Fee Ordinance No. 02-03, subject to the Board entering into a separate written agreement with the Applicant/Owner and/or Developer for the provision of such facilities within the District or Community park site.

p. Fire/Police/Libraries/ General Government Services

(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/Owner and/or Developer shall pay applicable impact fees for libraries, fire/emergency medical services (EMS), law enforcement and general government service buildings, subject to impact fee credits as provided for herein and applicable impact fee ordinances.

(2) The Applicant/Owner and/or Developer shall convey to the County without compensation other than impact fee credit, three (3) sites for (i) a general government service center, (ii) fire/EMS facility, and (iii) sheriff substation in one or more of the following parcels (unless the Applicant/Owner and or/Developer and County otherwise agree in writing): M7, M15, M4B, M6 or M8 of Map H dated 08/30/06. The specific location of each site shall be identified and agreed to by Pasco County and the Applicant/Owner and/or Developer no later than the approval of the master plan for the Town Center in Parcel M7 by Pasco County. In addition, if Pasco County has not agreed to the specific location for each site prior to preliminary plan/preliminary site plan submittals for parcels M15, M4B, M6 or M8, the Applicant/Owner and/or Developer shall consult with the County Administrator, or his designee, regarding the location of the foregoing sites, and provide written evidence of the results of such consultation with the preliminary plan/preliminary site

plan submittals for parcels M15, M4B, M6 and M8. If Pasco County has agreed to locate any of the foregoing sites within any of the foregoing parcels, the preliminary plan/preliminary site plan submittal for such parcel shall depict the location, size and required infrastructure for such site. The fire/EMS site will be a maximum of 2 upland developable acres, and the sheriff substation will be a maximum of 1 upland developable acre (the County may agree to less acreage depending on the exact location and developer accommodation of parking, drainage/floodplain mitigation, etc.). The government services center site must be large enough to accommodate a 25,000 square foot building footprint for a 3 story building (total of 75,000 square feet) including sufficient parking, drainage/floodplain mitigation areas, etc., to accommodate such a building. Part of the government services center building may include a library. Subject to Pasco County and Sherriff's Office approval, the fire/EMS site and sheriff substation site may be combined into one site. Within 90 days of written request by Pasco County, each site, as applicable, shall be conveyed to the County and the Applicant/Owner and/or Developer shall provide the County a legal description, sketch, and all other conveyance documents as required by the County for such site. The conveyances shall be deed-restricted to the foregoing governmental purposes. The Applicant/Owner and/or Developer shall provide all off-site infrastructure, including but not limited to, access roads, intersection improvements, and utilities (including but not limited to water, sewer, electric, cable and telephone) to the proposed entrance to each site, and all such connections shall be brought to the physical boundaries of such site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to approval of the first record plat or construction plan approval of fifty percent (50%) of the specifically approved residential entitlements in the DRI or as necessary to serve adjacent development or development within the Town Center. Except as set forth in this paragraph, the Applicant/Owner and/or Developer shall not have any concurrency obligation(s) or DRI traffic mitigation obligations for such sites. The Applicant/Owner and/or Developer shall allocate 75,000 square feet of office entitlement in Phase 3 for the government services building and Pasco County shall be responsible for any transportation proportionate share mitigation and/or any impact fees for such entitlements.

(3) In addition, the Applicant/Owner and/or Developer shall mitigate any isolated wetlands located within each site's boundaries, if required to accommodate the improvements, prior to approval of the first record plat or construction plan approval of fifty percent (50%) of the specifically approved residential entitlements in the DRI or as necessary to serve adjacent development or development within the Town Center. To the extent necessary, Pasco County shall provide all necessary consents, easements, approvals, or other permit applications requested by Applicant/Owner and/or Developer that are necessary for Applicant/Owner and/or Developer to provide such roads, utilities, and mitigation. All conveyances shall be in a form acceptable to the County, free and clear of all liens, exempt from assessments and architectual/design requirements and/or design approval of all special districts, and exempt from all covenants and deed restrictions, except the specified public use.

(4) If a roadway conveyance adjacent to any of the foregoing site

conveyances creates a strip of land between the proposed access road(s) and such site, the Applicant/Owner and/or Developer shall be required to adjust or provide additional conveyances as requested by, and at no cost to Pasco County, to ensure road access to the site.

(5) Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required acreages for the foregoing conveyances, unless such areas are usable in accordance with Section 5(f)(5) of this DO.

(6) The Applicant/Owner and/or Developer shall receive impact fee credit against the land portion of each applicable existing impact fee ordinance for the foregoing conveyances in the amount of Twenty Five Thousand and 00/100 Dollars ($25,000.00) per upland developable acre actually conveyed to Pasco County. Impact fee credits for all applicable impact fee ordinances shall not begin to accrue until such conveyance is complete. Credits for sites containing more than one public facility (i.e. fire/EMS and law enforcement) shall be prorated based on the percentage of the site occupied by each creditable public facility, as determined by the County Administrator or his designee.

(7) Wiregrass Ranch 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.

(8) The Applicant/Owner and/or 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/Owner and/or 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. The Applicant/Owner and/or Developer shall comply as applicable with the Pasco County Hurricane Mitigation for New Development in the Hurricane Vulnerability Zone (HVZ) and For New Mobile Homes Ordinance, No. 04-42, adopted September 21, 2004.

r. Affordable Housing

(1) With respect to the various buildings actually constructed within Phases 1 through 4 of Wiregrass Ranch DRI, the following cash mitigation payments shall be required to voluntarily address the affordable housing needs of the County:

$100 per single family residential unit

$80 per multi-family residential unit

$0.35 per gross square foot of retail space

$0.25 per gross square foot of office space

No cash mitigation shall be required for affordable housing units provided in accordance with subsection r.(4)

or r.(8).

(2) The cash mitigation payments shall be made prior to issuance of the certificate of occupancy as to each residential unit, and at the time of issuance of the final building permit for the tenant/occupant's interior buildout improvements as to all retail and office space.

(3) The cash mitigation payments shall be placed into a designated County special revenue fund for "Wiregrass Ranch DRI Affordable Housing Mitigation Fund" for a period of not less than three (3) years after final approval of this Development Order, pending the potential approval of one (1) or more "on-site" affordable housing programs as set forth below. At the end of said three (3) year period, Pasco County may utilize the then-existing special revenue fund and any future cash mitigation payments, in its discretion within its affordable housing program(s), if no such "on-site" program has been proposed and approved for Wiregrass Ranch DRI.

(4) In lieu of the cash mitigation payments required above, either in whole or in part, Wiregrass Ranch DRI may propose for TBRPC and Pasco County approval, one (1) or more "on-site" affordable housing programs to satisfy such obligation by one (1) or more of the following types of programs; provision of affordable rental or for-sale housing; provision of land for other affordable housing programs; provision of affordable rental or purchase subsidy assistance; provision of down payment, closing cost or other acquisition cost assistance; provision of financial assistance; or other affordable housing assistance deemed appropriate and suitable, in whole or in part, by TBRPC and Pasco County. If one or more such "on-site" programs are approved, then the funds in the mitigation special revenue fund above, shall be utilized for such program(s).

(5) This Section r. shall not apply to any building structure within Wiregrass DRI that has been issued a final certificate of occupancy (CO) as of the date of approval of this Development Order.

(6) The terms "affordable" or "affordable price" for purposes of subsection r. (4) above, shall mean a price that is affordable to a family with a median income that does not exceed one hundred twenty (120) percent of the median income for the Tampa-St. Petersburg-Clearwater Standard Metropolitan Statistical Area (SMSA). For a housing unit to qualify as "affordable," the housing unit, or the larger development that includes the housing unit, must be designated as affordable by Pasco County's Community Development Manager consistent with the foregoing definition and applicable federal, state and local income and expense criteria for affordable housing, and the housing unit must be sold to a family that satisfies the foregoing income criteria, as determined by the County Community Development Manager.

(7) Pasco County will proceed diligently and in good faith with development of an ordinance to adopt mandatory affordable housing requirements throughout its jurisdiction, including DRI-level and sub-DRI level development projects, and to apply substantially consistent requirements as set forth herein for Wiregrass DRI to all other pending or future DRI projects within Pasco County, Florida, on a non-

discriminatory basis. If the County adopts affordable housing requirements and the required contributions are higher than the contributions required in the development order, development within the Wiregrass DRI that (i) has not already paid the contribution amounts set forth in subsection r.(2) above, or (ii) has not been mitigated for pursuant to subsection r.(4) above or r.(8) below, or (iii) is not otherwise exempt pursuant to the County affordable housing ordinance, shall thereafter pay the higher ordinance amount instead of the cash mitigation requirements in subsection r.(1).

(8) Without limiting programs which may be approved pursuant to subsection r.(4) above, the developer may satisfy such obligations, and receive credits against the required payments as follows:

(a) Assumable Equity Mortgage for Affordable Units Provided On-Site.

Any entity within the Wiregrass Ranch DRI that sells a housing unit at an affordable price with an assumable equity mortgage satisfying the requirements of this subsection shall be entitled to a credit against the required cash mitigation requirement at the time the assumable equity mortgage is assigned to, and accepted by, Pasco County. An assumable equity mortgage is a mortgage equivalent to the difference in value between the affordable price for the housing unit and the appraised market price for the housing unit at the time it is sold, and provided to the seller of the housing unit in consideration for the seller agreeing to sell the housing unit at a reduced affordable price, which is sometimes referred to as an equity mortgage. To qualify for a credit against the required affordable housing cash payment, the assumable equity mortgage must: (a) be a recorded assignable and assumable first or second mortgage on the property, (b) require repayment at closing in the event the housing unit is resold at a price that is not affordable, (c) have a value that is no less the value of the credit for one housing unit, as calculated pursuant to the formula set forth below and (d) is sold to a household that earns less than 120% of the adjusted median income for the Tampa-St. Petersburg-Clearwater SMSA. In the event of a repayment of an assumable equity mortgage, the County shall utilize the repayment proceeds in accordance with subsection r.(3).

Unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for a different credit amount, the amount of the credit for each assumable equity mortgage assigned to the County shall be determined in accordance with the following formula: ([$100*specifically approved single family units]+[$80*specifically approved multi-family units]+[$.35*specifically approved retail square footage]+[$.25*specifically approved office square footage])/($.10*specifically approved total dwellings for the project). For example, if the Wiregrass Ranch DRI is specifically approved for the following entitlements: 8,500 single family units, 4,000 multi-family units, 2,740,000 square feet of retail, and 1,200,000 square feet of office, the amount of the credit for each assumable equity mortgage assigned to the County would be $1,943.00, computed as follows: ([8500*$100]+[4000*$80]+[2,740,000*$.35]+[1,200,000*$.25]/(12,500*.1)=$1,943.

(b) Donation or Reduced Sale of Land or Lots to a County Sponsored Affordable Housing Non-Profit.

Any entity within the Wiregrass Ranch DRI that donates, or sells for a reduced price, land or lots to a County sponsored affordable housing non-profit corporation to construct affordable housing units ("Non-Profit") shall be entitled to a credit against the required cash mitigation requirement at the time the land or lot is conveyed to the Non-Profit, and the value and unit yield of the land or lot(s) is confirmed in writing by the Pasco County Community Development Manager consistent with the credit calculation set forth below. To be eligible for credit, the land or lots conveyed to the Non-Profit must be acceptable to the County Community Development Manager.

Unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for a different credit amount, the amount of the credit for land or lots donated, or sold for a reduced price, to a Non-Profit shall be the actual appraised market value of the land or lots conveyed less the price paid by the Non-Profit, not to exceed $30,000 per lot. In the event the conveyance involves land for more than one lot, or more than one dwelling unit can be built on the land conveyed, the maximum credit shall be $30,000 multiplied times the maximum number of units that can be built on the property pursuant to applicable DRI, Comprehensive Plan, zoning and land development code requirements (as determined by the County Community Development Manager after consultation with the County Development Director).

Credits shall be issued to the entity that either (1) assigns the assumable equity mortgage in accordance with subsection r.(8)(a), or (2) donates or sells for a reduced price the land or lots in accordance with subsection r.(8)(b). Credits shall be issued by the County Community Development Manager. Credits, once established and issued, are assignable in accordance with the procedures set forth in the Transportation Impact Fee Ordinance. Credits are only assignable within the Wiregrass Ranch DRI, unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for assignment of credits to developments outside the Wiregrass Ranch DRI. Development in the Wiregrass Ranch DRI shall make the cash payments set forth in subsections r.(1) or r.(7) whenever it does not have County approved credits pursuant subsection r.(8) sufficient to cover the required cash payments when they are due. Cash payments and credits may only be used to satisfy the affordable housing obligations set forth in this subsection r., and are not refundable or eligible for exchange for cash from the County, except to the extent the County-wide affordable housing ordinance discussed in subsection r.(7) allows for refunds.

s. Historical and Archaeological

Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Division of Historical Resources, and Pasco County to either protect and preserve the site(s) in place or to mitigate any adverse impacts consistent with the requirements in Rule 9J-2.043, FAC. This DO shall be amended to incorporate any required mitigation consistent with Rule 1A-46, FAC. If any significant resources are found, a Certificate of

Appropriateness must be obtained from Pasco County pursuant to requirements of the Land Development Code.

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/Owner and/or Developer in accordance with the Rule 9J-2.0252, FAC.

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

(3) All conveyance(s) required pursuant to this DRI/DO shall be in a form acceptable to the Pasco County Real Estate Division, free and clear of all liens, excluded from the assessments of all special districts, and exempt from all covenants and deed restrictions.

(4) If there is an internal conflict between provision(s) of this DO, then the more stringent provision(s) shall prevail.

(5) 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/Owner and/or Developer shall be required to pay the fees from the point of such adoption, forward, subject to applicable credits, in accordance with the terms of the ordinance(s) or resolution(s).

(6) Should development significantly depart from the parameters set forth in the Application 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.

(7) Approval of Wiregrass Ranch 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.

(8) 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.

u. Procedures

(1) Biennial Reports

(a) Monitoring of Wiregrass Ranch DRI by the County shall be the responsibility of the County Administrator or his designee.

(b) The Applicant/Owner and/or 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 Section 9J-2.025(7) FAC, and shall include all additional data and information, as required in this DO.

(c) If the biennial report is not submitted within sixty (60) days after the due date, Pasco County shall notify the Applicant/Owner and/or 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.

(d) In addition to the required elements of the biennial report, the Applicant/Owner and/or Developer shall include:

1) The cumulative number of units developed through the land use tradeoff mechanism.

2). 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.

3) A synopsis of all DRI and zoning amendments.

4) A synopsis of ownership (major parcels).

5) A list of DRI/DO conditions of approval and whether the Applicant/Owner and/or Developer has met the conditions.

6). All applicable monitoring reports as identified in this DO for ground water, storm water, transportation, and environmental issues.

(2) Amendments/Substantial Deviations

(a) 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/Owner and/or Developer to the TBRPC, FDCA, and Pasco County.

(3) Notice of Adoption

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

(b) The Clerk of the Board of County Commissioners shall return five (5) signed and certified copies of this DO, 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.

(c) The DO shall be deemed rendered upon transmittal of copies to all recipients identified in Chapter 380.06, F.S.

v. Severability

Each provision of this DO is material to the Board of County Commissioner approval of this DO. Accordingly, the provisions are not severable. In the event any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid by a body with jurisdiction to make such a determination, the remainder of the resolution shall be void until such time that the Board modifies the DO to address the illegal or invalid provision; provided, however, such determination shall not affect the validity of (1) DRI entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, building permit, or certificate of occupancy approval, or (2) any DRI mitigation committed to or performed as of the date the determination is made.

DONE AND RESOLVED this 17 day of July, 2007.

(SEAL)

ATTEST:

JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA

ANN HILDEBRAND, CHAIRMAN

WITNESSES:

APPROVED

JUL 17 2007

By: _____

Print

Its _____

Title

STATE OF FLORIDA
COUNTY OF PASCO
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF PAGE(S) 1 OF 145 PAGES OF THE ORIGINAL OF RECORD IN MY OFFICE. WITNESS MY HAND AND THE COUNTY'S OFFICIAL SEAL THIS 25th of July 2007
JED PITTMAN, CLERK TO THE BOARD
BY Sandra Bades D.C.

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

ATTORNEY

EXHIBITS

A. Application (ADA* and Sufficiency Responses*)

B. TBRPC DRI Final Report*

C. Legal Description

D. Developer's Commitments

E. Land Use Schedule (Map H-3)

F. Land Use Equivalency Matrix

G. Map H – Master Plan

H. Proportionate Share Calculation –

I. Wiregrass Ranch Transportation Mitigation Table

J. Site Access/Intersections

K. Wetlands Categorization Map

L. Conservation Corridor

M. Settlement Agreement with Pasco County and FDOT dated December 22, 2006

N. Agreement with School Board *

O. Agreement with FDCA dated October 8, 2004 *

* Incorporated by reference only

EXHIBIT A

APPLICATION FOR DEVELOPMENT APPROVAL

SUFFICIENCY RESPONSES

WIREGRASS RANCH

DRI No. 260

PASCO COUNTY

ON FILE WITH PASCO COUNTY GROWTH MANAGEMENT DEPARTMENT

EXHIBIT B

TAMPA BAY REGIONAL PLANNING COUNCIL DRI FINALREPORT

WIREGRASS RANCH

DRI NO. 260

PASCO COUNTY

ON FILE WITH PASCO COUNTY GROWTH MANAGEMENT DEPARTMENT

EXHIBIT C

LEGAL DESCRIPTION

WIREGRASS RANCH

DRI NO. 260

PASCO COUNTY

5. ATTACH A LEGAL DESCRIPTION OF THE DEVELOPMENT SITE. INCLUDE SECTION, TOWNSHIP AND RANGE.

Following is the boundary legal description for the subject property, including section, township and range.

PARCEL DESCRIPTION:

ALL THAT PORTION OF SECTIONS 7, 17, 18, 19, 20, 21, 22, 27, 28, 29 AND 30, ALL IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.00°29'59"W., ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1,530.52 FEET TO THE INTERSECTION OF SAID EASTERLY LINE OF SECTION 7 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (AS IT NOW EXISTS) FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.00°29'59"W., ALONG SAID EAST LINE OF SECTION 7, A DISTANCE OF 1,112.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 7; THENCE S.00°17'31"W., A DISTANCE OF 2,644.07 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE S.00°17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.89°54'52"W., A DISTANCE OF 122.50 FEET; THENCE S.32°00'57"E., A DISTANCE OF 901.62 FEET; THENCE N.89°54'52"E., A DISTANCE OF 1,235.69 FEET; THENCE N.01°21'00"W., A DISTANCE OF 34.15 FEET; THENCE N.58°17'36"E., A DISTANCE OF 18.29 FEET; THENCE N.10°07'36"E., A DISTANCE OF 47.77 FEET; THENCE N.15°01'14"W., A DISTANCE OF 37.26 FEET; THENCE N.00°16'25"W., A DISTANCE OF 34.10 FEET; THENCE N.28°14'49"W., A DISTANCE OF 48.81 FEET; THENCE N.35°23'51"W., A DISTANCE OF 35.73 FEET; THENCE N.42°01'17"W., A DISTANCE OF 74.66 FEET; THENCE S.53°29'29"W., A DISTANCE OF 3.88 FEET; THENCE N.67°22'47"W., A DISTANCE OF 56.94 FEET; THENCE N.66°07'39"W., A DISTANCE OF 43.71 FEET; THENCE N.61°50'08"W., A DISTANCE OF 36.84 FEET; THENCE N.84°10'42"W., A DISTANCE OF 46.39 FEET; THENCE S.66°03'28"W., A DISTANCE OF 43.33 FEET; THENCE S.70°44'48"W., A DISTANCE OF 50.36 FEET; THENCE N.28°06'22"W., A DISTANCE OF 18.09 FEET; THENCE N.26°14'40"E., A DISTANCE OF 55.86 FEET; THENCE N.46°01'59"E., A DISTANCE OF 51.53 FEET; THENCE N.07°56'04"W., A DISTANCE OF 51.58 FEET; THENCE N.88°45'05"E., A DISTANCE OF 27.00 FEET; THENCE N.49°32'44"E., A DISTANCE OF 37.70 FEET; THENCE N.24°21'42"E., A DISTANCE OF 40.47 FEET; THENCE N.70°30'07"E., A DISTANCE OF 30.27 FEET; THENCE N.66°14'45"E., A DISTANCE OF 33.96 FEET; THENCE N.41°18'54"E., A DISTANCE OF 43.25 FEET; THENCE N.81°19'08"E., A DISTANCE OF 29.73 FEET; THENCE S.76°54'12"E., A DISTANCE OF 43.86 FEET; THENCE N.27°45'10"E., A DISTANCE OF 52.04 FEET; THENCE N.18°00'53"W., A DISTANCE OF 45.22 FEET; THENCE N.25°30'52"W., A DISTANCE OF 22.26 FEET; THENCE N.84°40'35"E., A DISTANCE OF 60.61 FEET; THENCE N.11°10'34"E., A DISTANCE OF 16.14 FEET; THENCE N.81°20'00"W., A DISTANCE OF 73.87 FEET; THENCE N.27°24'42"W., A DISTANCE OF 30.32 FEET; THENCE N.27°24'42"W., A DISTANCE OF 19.26 FEET TO THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17, N.89°54'52"E., A DISTANCE OF 3,787.37 FEET TO THE SOUTHEAST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.00°09'55"W., ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 3,972.39 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17, SAID POINT ALSO BEING THE

NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 21, S.89°35'53"E., A DISTANCE OF 2,659.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 21, S.89°32'37"E., A DISTANCE OF 2,656.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S.00°01'39"E., ALONG THE EAST LINE OF SECTION 21 A DISTANCE OF 2,640.26 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 21; THENCE S.00°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 21 A DISTANCE OF 1,037.80 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.89°54'24"E., A DISTANCE OF 270.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.00°09'58"W., A DISTANCE OF 1,600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE S.00°16'42"W., A DISTANCE OF 815.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE N.89°54'24"W., A DISTANCE OF 270.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27, SAID POINT ALSO BEING ON THE EAST LINE OF SAID SECTION 28; THENCE S.00°16'42"W., ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 4,472.09 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE N.89°56'42"W., ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 2,652.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°34'44"W., A DISTANCE OF 1,172.72 FEET; THENCE LEAVING SAID LINE N.00°25'16"E., A DISTANCE OF 395.38 FEET TO A POINT OF CURVATURE; THENCE 506.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,940.00 FEET, DELTA 14°56'41", CHORD BEARING AND DISTANCE N.07°03'04"E., 504.59 FEET; THENCE N.89°34'44"W., A DISTANCE OF 1,421.64 FEET; THENCE N.75°14'58"W., A DISTANCE OF 737.43 FEET; THENCE N.43°32'32"W., A DISTANCE OF 1,001.00 FEET; THENCE N.02°23'47"E., A DISTANCE OF 35.94 FEET; THENCE N.02°23'47"E., A DISTANCE OF 536.40 FEET; THENCE N.86°22'56"W., A DISTANCE OF 120.03 FEET; THENCE S.02°23'47"W., A DISTANCE OF 538.96 FEET; THENCE S.75°15'08"W., A DISTANCE OF 1,105.62 FEET; THENCE S.41°40'57"W., A DISTANCE OF 878.18 FEET; THENCE S.48°19'03"E., A DISTANCE OF 283.03 FEET; THENCE S.20°01'02"E., A DISTANCE OF 408.18 FEET; THENCE S.00°06'28"W., A DISTANCE OF 330.06 FEET TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 29; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 29, N.89°58'04"W., A DISTANCE OF 2,518.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N.89°58'27"W., ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 2,675.07 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 30; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 30, N.89°58'40"W., A DISTANCE OF 2,602.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) (A 200' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. N.00°29'34"E., A DISTANCE OF 13,100.79 FEET TO A POINT OF CURVATURE; 2. THENCE 1,389.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 5,629.80 FEET, DELTA 14°08'19", CHORD BEARING AND DISTANCE N.07°33'44"E., 1,385.72 FEET; 3. THENCE N.14°37'52"E., A DISTANCE OF 3,183.89 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.75°21'08"E., A DISTANCE OF 353.01 FEET; THENCE N.14°37'03"E., A DISTANCE OF 201.80 FEET; THENCE N.75°23'12"W., A DISTANCE OF 292.99 FEET; THENCE S.14°38'06"W., A DISTANCE OF 10.00 FEET; THENCE N.75°16'55"W., A DISTANCE OF 59.94 FEET; THENCE N.14°41'33"E., A DISTANCE OF 55.90 FEET; THENCE S.75°22'18"E., A DISTANCE OF 81.92

FEET; THENCE S.66°23'33"E., A DISTANCE OF 38.47 FEET; THENCE S.75°21'54"E., A DISTANCE OF 177.94 FEET; THENCE N.55°20'58"E., A DISTANCE OF 30.59 FEET; THENCE N.14°38'33"E., A DISTANCE OF 296.41 FEET; THENCE S.75°21'37"E., A DISTANCE OF 791.07 FEET; THENCE N.14°37'57"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N71°41'15" E., A DISTANCE OF 207.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 310.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.71°41'15" E., A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.18°18'45" E., A DISTANCE OF 310.00 FEET; THENCE N.71°41'15" E., A DISTANCE OF 245.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (R/W VARIES); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. N.71°40'25"E., A DISTANCE OF 580.63 FEET; 2. THENCE N.71°43'50"E., A DISTANCE OF 187.70 FEET; 3. THENCE N.18°18'45"W., A DISTANCE OF 20.00 FEET; 4. THENCE N.71°41'08"E., A DISTANCE OF 1,301.84 FEET TO A POINT OF CURVATURE; 5. THENCE 637.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5,729.58 FEET, DELTA 06°22'41", CHORD BEARING AND DISTANCE S.74°54'21"E., 637.49 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 7 AND THE POINT OF BEGINNING.

CONTAINING 5,118.640 ACRES, MORE OR LESS.

EXHIBIT D

DEVELOPER'S COMMITMENTS

WIREGRASS RANCH

DRI NO. 260

PASCO COUNTY

[Pages 29-36 of TBRPC's Final Report]

SECTION III - DEVELOPER COMMITMENTS
DRI #260 - WIREGRASS RANCH
PASCO COUNTY

The following commitments have been made in the Application for Development Approval (ADA), the First Sufficiency Response (SR1), the Second Sufficiency Response (SR2), the Third Sufficiency Response (SR3), the Fourth Sufficiency Response (SR4) or the Fifth Sufficiency Response (SR5):

GENERAL

1. *The historic agricultural operations will continue during buildout of the DRI project, on portions of the ranch not yet acquired by the developers. Wiregrass Ranch, Inc. will maintain a prudent fencing program to segregate and control the cattle operations from the development areas.* (ADA/Page 10-4 & SR3/Page 10-4 [Revised General Project Description])

2. *Maximums and minimums of each land use have been added to the revised Exhibit 10-1* [i.e. proposed Land Use Equivalency Matrix]. *The Applicant will accept a 40% limit as suggested by TBRPC.* (SR2/Page 10-1)

3. *The age-restricted parcels will have Covenants, Conditions and Restrictions in accordance with the Federal Housing for Older Persons Act requiring, at a minimum, that at least 80% of the homes will have at least one occupant who is 55 years or older, with no one under 19 years of age in permanent residence (defined as more than 90 days in any 12-month period).* (SR3/Page 10-1)

4. *Applicant has agreed to reserve 252-acres of office parcels (which could accommodate 18,406,930 s.f. at F.A.R. of 3.0 and .27 on the Mixed Use and Res-3 parcels) for a period of 10 years to assist the County's goal of encouraging employment centers, with 1.2-million square feet of office uses and a 100-bed hospital to be specifically approved as part of Phases 1-3.* (SR3/Page 10-5)

5. The Applicant has agreed to provision which would not allow conversions from Office (or reserved land area) to other project uses and a requirement for Pasco County Development Review Committee to approve all requested conversions from Office uses. (SR3/Page 10-6)

6. The Applicant has acknowledged that a DO condition will be imposed to "require a re-analysis, if the proposed build out dates are not achieved. In addition... there will be no time extensions allowed in the DO for the build out date for the amount of time this project will be and have been under review." (SR3/Page 21-22)

7. *The Applicant... points out the following "public" sites already accommodated by Wiregrass Ranch, or already committed: Public High School Site, Public Middle School Site, Four Elementary School Sites, National Tennis Center Site, Regional Hospital Site, Public Library Site, Governmental Services Site, Fire/EMS Facility Site, Sheriff's Operations Facility Site, and Employment Center(s).* (SR4/Page 9-4)

8. *The Applicant will agree to this proposed trade-off* [i.e. 474 multi-family units for 199,080 sq. ft. of Office] *in Phase 3 of the DRI should the 1:1 jobs to housing ratio not be met at that time.* (SR5/Page 10-1)

9. *Parcel S4... has been analyzed as elderly units... and will be deed-restricted.* (SR5/Page 10-4)

VEGETATION AND WILDLIFE

1. *No listed species will be taken without specific approval from or coordination with the FFWCC, which protects and/or regulates the above species* [e.g. epiphytic orchids, wild pine air plants and pitcher plants]. *Currently there are no proposed impacts to the habitats harboring the above listed species. Protection of these resources will be incorporated during design and permitting.* (SR1/Page 10-10)

2. *Wetland H25, within which this species* [Hooded pitcher plant] *is located on the subject property, will remain intact in the post-development condition.* (SR1/Pages 12-2 & 19-7)

3. *Development on Wiregrass Ranch will not significantly affect wading bird or bald eagle populations at off-site locations. Site plans call for preservation of the majority of onsite wetlands, particularly the high quality wetlands that are utilized by wading birds.* (SR1/Page 12-3)

4. *There will be more shallow, wet habitat areas in the post-development condition of the project than exist in the current condition. Therefore, the proposed project will not result in any net habitat loss or adverse impacts to wetland-dependent wildlife.* (SR1/Page 12-4)

5. [Due to the existence of Tampa Butterfly Orchid, Green Fly Orchid and Giant Wild Pine Air plant] *There are no specific wetland impacts proposed for the forested wetland area located in map grids D24 and D25 in the western portion of the project.* (SR1/Page 12-5)

6. *The Applicant... intends to provide a plan that maintains and improves those onsite habitat areas that are determined to be regionally significant natural resources - specifically the onsite Riverine Habitat areas. These areas will be incorporated into the overall plan as habitat corridors that will serve to link onsite habitats as well as offsite habitats and resources.* (SR2/Page 10-5)

7. *The upland and wetland areas where the Giant wild pine air plant occur...will also be preserved within an onsite wildlife corridor in the western portion of the property. The Pine lily, which occurs within upland buffers and shallow, transitional wetland fringes, will likely remain onsite since the majority of onsite wetlands will be avoided by site development and will includde an average 25-foot upland buffer. Maintenance of these areas in their natural condition should ensure the future survival of these plant species on the Wiregrass property.* (SR2/page12-6)

8. *Roadway crossings of selected streams within the Wiregrass property, where necessary to provide access to developable upland areas, will include appropriately sized culverts to maintain adequate hydrologic connectivity. Wildlife undercrossings (box culverts) will also be specified at such crossings to enable post-development wildlife movement.* (SR2/Page 12-7)

9. *The Applicant agrees to conduct pre-development breeding season surveys for listed species including the Florida sandhill crane (within appropriate onsite wetland habitats), Sherman's fox squirrel (within onsite woodland pasture or live oak hammock areas subject to development), wood storks and wading birds (within appropriate nesting habitat subject to development impacts). It is understood that such surveys will only be required when proposed development activities within any onsite parcel will immediately precede or coincide with the recognized breeding season for these listed species (i.e., between late January and May for the Florida sandhill crane and wood stork, between June and September for wading birds, and either May through August or November through March for Sherman's fox squirrel).* (SR4/Page 12-1)

10. *Onsite creation mitigation areas are being designed and constructed so as to create a matrix of shallow and deep zones which will serve to maximize potential for wading bird foraging opportunities and will potentially afford additional habitat for nesting by Florida sandhill cranes.* (SR4/Page 12-2)

WETLANDS

1. *There will be no effort to further drain the site or lower wetland hydroperiods by way of drainage ditch construction. Where such artificial drainage ditches do occur, each will be assessed individually for potential abandonment at the construction plan development stage.* (ADA/Page 13-3)

With 377± acres of creation mitigation identified on the conceptual site plan, the current plan represents greater than 2 acres of wetland creation for each acre to be impacted. (ADA/Page 13-8)

3. *Wetland buffers will be provided as well as the maintenance of acceptable hydroperiods.* (ADA/Page 14-4)

4. *While certain offsite connectivity locations for these roadways are fixed (pre-determined by local government), the Applicant intends to propose an alignment for each of these roadways that accomplishes avoidance and minimization of wetland impacts to the greatest extent practicable. Similarly, site plans for each of the individual residential development parcels will include avoidance and minimization of wetland impacts (especially to higher quality wetlands) to the greatest extent practicable.* (SR1/Page 13-8)

5. *Prior to permitting and site development for any portion of the project, onsite wetlands will be delineated, surveyed and field verified/approved by the appropriate regulatory agencies to further refine the jurisdictional boundaries of onsite wetlands.* (SR2/Page 13-1)

6. *[In order to facilitate the development of viable wetland habitats in close proximity to active production wells], Applicant agrees to consult with Tampa Bay Water regarding the creation of any wetlands within the southwestern portion of the site (Parcels C5, C6, C7 and M12).* (SR2/Page 13-4)

7. *The golf course is not to be located in the environmentally sensitive north/south wetland corridor... The Applicant has agreed to design the golf course in conformance with the Audubon Signature Silver Program.* (SR3/Page 10-12)

8. *The Applicant agrees to show* [all conservation easements, wildlife corridors and wildlife crossing locations with buffer areas] *on all future plan submittals.* (SR3/Page 13-1)

9. *The Applicant will commit to design the stormwater management system to provide full treatment prior to discharge into Wetland H25.* (SR3/Page 13-4)

10. *The Applicant further commits to the provision of a natural upland buffer around the perimeter of Wetland H25 which will have an average width of greater than 25', with portions of the buffer expanding well beyond 25' in width. In addition, the proposed stormwater treatment ponds adjacent to Wetland H25 will serve to further buffer the wetland from surrounding residential lots and roadways in the post-development condition.* (SR3/Page 13-4)

11. *In order to promote long-term persistence of the existing pitcher plant colony associated with Wetland H25, the applicant will implement a management plan for this wetland. The management plan (under the responsibility of the CDD)* [Developer Clarification: or other permanent maintenance entity] *will include semi-annual mechanical thinning of invasive woody (shrubs & small trees) and weedy (grasses and tall herbs) vegetation. Removal of any grass or leaf build up (by use of hand rakes or other non-invasive means) will also occur during these periodic maintenance events.* (SR3/Page 13-4)

12. *This wetland* [Wetland H25] *will be preserved (as will other wetlands within the project) via recording of a conservation easement to be dedicated to Pasco County or the CDD* [Developer Clarification: or other permanent maintenance entity]. (SR3/Page 13-4)

WATER QUALITY

1. *Accepted engineering practices will be utilized within on-site retention, detention, and filtration stormwater management facilities.* (ADA/Page14-3)

2. *On-site surface waters within Wiregrass Ranch DRI will be protected from construction impacts by various measures, including the use of staked hay bales and silt screen fences in order to reduce both erosion and sediment transport into wetland areas.* (ADA/Page 14-4)

3. *The deeper clayey semi-confining unit materials will not be excavated for stormwater pond/lake construction; therefore, they will remain in place and provide protection to the Floridan Aquifer system.* (SR1/Page 14-1)

4. *During the project design phase, prior to permitting, as required by SWFWMD and Pasco County, the project geotechnical engineer will perform a geotechnical assessment of each proposed stormwater pond/lake area, via a series of Standard Penetration Test borings per ASTM D-1586...* (SR1/Page 14-8)

5. *The Applicants will provide SWFWMD Public Awareness Brochures such as "Protect Your Family and Our Water Resources from Household Chemicals" and "Florida Friendly Landscaping" within its sales and leasing centers...* (SR1/Page 14-11)

6. *As presented within Exhibit 14-5, Wiregrass "Ecosystem and Watershed Planning" narrative and the riverine habitat corridor exhibit, the Applicant is also providing a ±250 acre open space corridor adjacent to this resource* [i.e. on-site tributary to Trout Creek] *to further protect it in the post development condition* [Developer Clarification: as depicted in the ADA]. (SR2/Page 10-3)

7. *The Applicant does not propose any golf course in, or adjacent to, the North South Wetland Corridor Preservation Area.* (SR2/Page 10-12)

8. *The Applicant will create a Groundwater Management Plan to include groundwater and surface water monitoring. The Applicant will consult with FDEP on background water quality sampling points and monitoring requirements.* (SR2/Page 14-2)

9. *The issue of sinkhole potential will be properly and carefully evaluated in any significant site planned or contemplated effluent holding or storage ponds, and in specific larger scale building or structures areas where deep SPT borings are necessary to the limestone level for prudent geotechnical evaluation/assessment. Appropriate subsurface remediation and/or site plan changes will be made, if necessary, based on geotechnical studies specifically designed related to this matter, at the time such studies are warranted.* (SR2/Page 14-9)

10. *The applicant commits to preparing a groundwater monitoring plan, and will incorporate this requirement into the Development Order as a condition of approval.* (SR2/Page 14-10)

11. *The Applicant understands the environmental sensitivity of these off-site water resources* [i.e. Trout Creek, Clay Gully/Locust Branch and other tributaries to the Hillsborough River] *and has agreed to provide a significant buffer to the Category I wetland on-site that is a tributary to Trout Creek* [Developer Clarification: as depicted in the ADA]. (SR3/Page 10-11)

12. *The Applicant has agreed to include these items* (i.e. Phase I Assessment, all historical test bore subsurface data, and a focus on site-specific areas where rapid or direct discharge of reclaimed water to the Floridan aquifer is to be avoided] *in the Groundwater Monitoring Plan.* (SR3/Page 14-1)

SOILS

1. *Buildings will be constructed on compacted fill material, with habitable structures sufficiently elevated to be at or above the determined 100-year flood elevation.* (ADA/Page 15-1)

2. *The Applicant further agrees to notify Tampa Bay Water in the event of a sinkhole occurrence during site development.* (SR2/Page 15-1)

3. *At least one pond boring will be provided at each stormwater pond/lake location for the project...* (SR3/Page 15-2)

FLOODPLAINS

Finished floor elevations of habitable buildings will be located one foot above the determined Base Floor Elevation in accordance with Pasco County's flood damage prevention ordinance. (ADA/Page 16-2)

WATER SUPPLY

1. *The developers of Wiregrass Ranch DRI will practice water conservation in both residential and non-residential development... Irrigation systems' designs will utilize the best design principles for water conservation and efficient application.* (ADA/Page 17-4)

2. *The stormwater management plan will place particular emphasis on these methods to enhance water quality by using natural biological mechanisms for the breakdown of pollutants and nutrient uptake.* (ADA/Pages 14-3 & 19-2)

3. *The applicant will provide infrastructure and pipelines for reclaimed water, and is negotiating with Pasco County regarding the availability of reclaimed water to serve the project. Provided the County can supply reclaimed water to Wiregrass, the Applicant is committed to install the pipeline on-site to make this resource available to the residents.* (SR2/Page 17-1)

4. *The Applicant agrees to* [the following] *conditions being placed in the Development Order as stated below...: (SR4/Page 8-1)*

   Water Rights and Water use Permits. In consideration of Pasco County's agreement to provide potable water service to Wiregrass DRI, the Developer and its successors and assigns agree to the following:

   A. *In the event of production failure or shortfall by Tampa Bay Water, as set forth in Section 3.19 of the Interlocal Agreement creating Tampa Bay Water, the Developer, regardless of the permitted use, shall grant Pasco County access to, and shall cooperate with, the County in the allocation of water generated within the project pursuant to any and all Water Use Permits or water use rights the Developer may have to use or consume surface or groundwater with Pasco County.*

   B. *Prior to the Developer releasing, transferring, or selling any water or Water Use Permits or water use rights, the Developer shall notify Pasco County, and Pasco County shall have the right of first refusal to purchase such water or Water Use Permits or water use rights.*

WASTEWATER MANAGEMENT

1. *Permanent septic tanks will not be used in Wiregrass Ranch DRI.* (ADA/Page 18-3)

2. *Temporary septic storage tanks may be used for temporary sales trailers and construction trailers. These facilities will be disposed of off-site as appropriate. No discharge of temporary septic tanks is anticipated on-site.* (SR1/Page 18-2)

STORMWATER MANAGEMENT

1. *It is the applicant's intent to seek opportunities within the design to help restore wetlands on site that possess degraded hydrology by using isolated wetlands for stormwater treatment.* (ADA/Page 10-18 & SR3/Page 10-18 [Revised General Project Description])

2. *Where stormwater is routed through an isolated wetland system, a sedimentation basin will be provided on the upstream side of the isolated system. Where lakes or ponds are to be constructed adjacent to isolated system, littoral zone areas, as well as deeper sump areas, will be constructed as part of the new system. When new wetland systems are to be created, they shall include the construction of a littoral zone that presents a favorable environment for establishment of suitable native aquatic vegetation.* (ADA/Page 19-2)

3. *The developer and/or his assigns, including possible purchasers of individual development tracts, will assume the responsibilities to manage the* [stormwater] *system at full development.* (ADA/Page 19-4)

4. *The applicant agrees to demonstrate through modeling that stormwater discharge volumes are not reduced by the development of this project.* (SR3/Page 19-2)

TRANSPORTATION

1. *[Wiregrass Ranch] is providing rights-of-way for three new regional roadway extensions, and will construct such roadways as part of its transportation mitigation plan.* (ADA/Page 10-17 & SR3/Page 10-17 [Revised General Project Description])

2. *All primary access points and major internal collector roadways have been designed and constructed to provide sufficient geometry to accommodate transit vehicles.* (ADA/Page 21-8)

3. The Applicant has acknowledged that a Development Order Condition will be prepared to require the mitigation of any assumed transportation improvements that have not been completed and were outside of the five-year work program. (SR2/Page 21-7)

4. *The Applicant also will cooperate to insure there is no disproportionate mitigation burden placed upon office or other employment uses, versus the residential uses, in the mitigation and pipeline approval process with the County, for approval of the Development Order.* (SR5/Page 21-15)

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. (ADA/Page 22-1)

RECREATION AND OPEN SPACE

1. *Wiregrass Ranch, Inc. has agreed to donate to Pasco County, Florida a 24-acre site adjacent to Wiregrass Ranch DRI, for a National Tennis Center and recreational complex, which will be a public facility.* (ADA/Page 10-11 & SR3/Page 10-13 [Revised General Project Description])

2. *Parks will be planned for the individual residential tracts within Wiregrass.* (SR1/Page 26-1)

3. *One golf course presently is planned for Wiregrass DRI, in Parcel S-4. This 18-hole golf course will be accessible to the public.* (SR1/Page 26-1)

ENERGY

1. *The developer will provide natural gas based on available capacity to serve the project at a reasonable cost and consumer demand.* (SR1/Page 29-1)

2. *The applicant is also working with Withlacoochee River Electric Cooperative and Florida Power to provide an energy substation on-site to provide an efficient energy distribution system.* (SR1/Page 29-1)

EXHIBIT E

LAND USE SCHEDULE

WIREGRASS RANCH

DRI NO. 260

PASCO COUNTY

[DRI/ADA MAP H-3]

				SPECIFIC						CONCEPTUAL	
				Phase 1 (2009)		Phase 2 (2013)		Phase 3 (2016)		Phase 4 (2020)	
Parcels	Gross Acres	Office/Retail	Dwelling Units	Office/Retail	Dwelling Units	Office/Retail	Dwelling Units	Office/Retail	Dwelling Units	Office/Retail	Dwelling Units
Single Family Dwelling Units											
S1	677		1,600		1,300		300				
S2	327		900				400		500		
S3	644		2,000		1,300		700				
S4 (See Schedule Below)	1,115		2,500		1,000		1,500				
S5	572		1,500		400		1,100				
TOTAL			8,500		4,000		4,000		500		
Retail											
C1	53	250,000				200,000		50,000	25k east of loop rd		
C2	36	275,000		275,000	30K east of Porter Blvd						
C3	30	60,000								60,000	
C4	45	50,000								50,000	
C5	66	240,000				215,000		25,000			
C6	71	800,000		725,000		75,000					
C7	54	120,000								120,000	
C8 (old parcel C9)	23	100,000								100,000	
M1	50	300,000				225,000		75,000	50k east of loop rd		
M2	32										
M3	92	560,000		525,000		35,000			60k north of loop rd		
M4A	29	10,000						10,000			
M4B	17										
M4C	16										
M4D	14										
M5	14										
M6	25										
M7	48	150,000		50,000		50,000				50,000	
M8	22										
M9	54	80,000								80,000	
M10	26										
M11	40	30,000						30,000			
M12	133										
M13 (old parcel C8)	80	100,000						100,000			
M14 (old parcel M17)	41										
M15	22	75,000		25,000				50,000			
M16	19										
TOTAL		3,200,000		1,600,000		800,000		340,000		460,000	
Office											
O1	108	500,000								500,000	
O2*	62	90,000		90,000							
O3	82	1,200,000		260,000		340,000		300,000		300,000	
M1	50										
M2	32										
M3	92										
M4A	29										
M4B	17										
M4C	16										
M4D	14										
M5	14										
M6	25										
M7	48	150,000		50,000		50,000				50,000	
M8	22										
M9	54										
M10	26	75,000						50,000		25,000	
M11	40	50,000						50,000			
M12	133										
M13 (old parcel C8)	80										
M14 (old parcel M17)	41	10,000				10,000					
M15	22										
M16	19										
TOTAL		2,075,000		400,000		400,000		400,000		875,000	
Multi Family Dwelling Units											
M1	50										
M2	32		400				400				
M3	92										
M4A	29		400				250				150
M4B	17		100								100
M4C	16		130								130
M4D	14		120								120
M5	14										
M6	25		350				350				
M7	48		600		100		300				200
M8	22		400		400						
M9	54		400		400						
M10	26										
M11	40										
M12	133		900		800						100
M13 (old parcel C8)	80		900				700				200
M14 (old parcel M17)	41		300		300						
M15	22										
M16	19										
TOTAL			5,000		2,000		2,000		0		1,000

Note: '' Includes 100 bed hospital. The 90,000 sq. ft analyzed as medical office*

Phase	Residential SF DU	Residential MF DU	Retail sq. ft.	Office sq. ft.	School	Hospital
Phase 1 (2009)	4,000	2,000	1,600,000	400,000	1 - Elementary	100 Beds
Phase 2 (2013)	4,000	2,000	800,000	400,000	1 - Elementary	
Phase 3 (2016)	500	0	340,000	400,000	1 - Elementary	
Specific Approval Total	*8,500*	*4,000*	*2,740,000*	*1,200,000*	*3 Schools*	*100 Beds*
Phase 4 (2020)	-	1,000	460,000	875,000	1 - Elementary	
Conceptual Approval Total	*8,500*	*5,000*	*3,200,000*	*2,075,000*	*4 Schools*	*100 Beds*

PARCEL S4

PHASE 1: TOTAL 1,000 UNITS
- ELDERLY DETACHED: 400 UNITS
- ELDERLY ATTACHED: 600 UNITS

PHASE 2: TOTAL 1,500 UNITS
- ELDERLY DETACHED: 600 UNITS
- ELDERLY ATTACHED: 900 UNITS

THE PROPOSED ENTITLEMENTS SCHEDULE BY PARCEL SHOWN ABOVE IS ESTIMATED AND SUBJECT TO THE APPROVED TRADE OFF MATRIX APPROVED FOR THE PROJECT.

NOTES:

1. THE ENTITLEMENTS ASSUMED PER PARCEL IN THE ABOVE TABLE MAY BE TRANSFERRED BETWEEN PARCELS AT THE DISCRETION OF THE DEVELOPER IN ACCORDANCE WITH THE APPROVED TRADE-OFF MATRIX.
2. PARCEL S4 IS AN ACTIVE ADULT COMMUNITY, ITE CODES 251 & 252 ASSUMED IN TRANSPORTATION ANALYSIS.
3. PARCELS V1, V2 AND V3 ARE ELEMENTARY SCHOOL SITES.
4. '*' PLUS: HOSPITAL-100 BEDS & 90,000 SQ. FT. MEDICAL OFFICE

WIREGRASS RANCH
PASCO COUNTY, FLORIDA

MAP H-3
LAND USE SCHEDULE

REVISED 08/30/06

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
ENGINEERING LICENSE #00002510
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

JOB NO. 3109-301-000
DATE: 01-26-06
SCALE: N.T.S.

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EXHIBIT F

LAND USE EQUIVALENCY MATRIX

WIREGRASS RANCH

DRI NO. 260

PASCO COUNTY

WIREGRASS DRI LAND USE TRADE-OFF MATRIX

ITE LUC		To Single Family (Units)	To Multi Family (Units)	To Town House (Units)	To Elderly Housing Detached (Units)	To Elderly Housing Attached (Units)	To Office (1,000 s.f.)	To Retail (1,000 s.f.)	To Medical Office (1000 s.f)	To Hospital (1 bed)	To Golf Course (1 hole)	To Hotel (1 occupied room)	To Junior/Cummunity College (1student)
210	From Single Family - Detached	-	1.63	1.94	3.88	9.18	0.68	0.27	0.27	0.78	0.37	1.44	8.42
220	From Multi Family units	0.61	-	1.19	2.38	5.64	0.42	0.17	0.17	0.48	0.23	0.89	5.17
230	From S.F. Attached/Townhouse units	0.51	0.84	-	2	4.73	0.35	0.14	0.14	0.4	0.19	0.74	4.33
251	From Elderly Housing Detached units	0.26	0.42	0.5	-	2.36	0.17	0.07	0.07	0.2	0.09	0.37	2.17
252	From Elderly Housing Attached units	0.11	0.18	0.21	0.42	-	0.07	0.03	0.03	0.08	0.04	0.16	0.92
820	From Retail (1,000's sq. ft.)	3.71	6.05	7.21	14.42	34.09	2.52	-	1.01	2.88	1.37	5.36	31.25
720	From Medical Office (1,000's sq. ft.)	3.68	6	7.15	14.31	33.82	2.5	0.99	-	2.86	1.36	5.31	31.00
430	From Golf Course (1 hole)	2.71	4.42	5.27	10.54	24.91	1.84	0.73	0.74	2.11	-	3.91	22.83
610	From Hospital (1 bed)	-	-	-	-	-	0.87	-	0.35	-	-	1.86	10.83
310	From Hotel (1 occupied room)	0.69	1.13	1.35	2.69	6.36	0.47	0.19	0.19	0.54	0.26	-	5.83
540	From Junior/Community College (1 student)	0.12	0.19	0.23	0.46	1.09	0.08	0.03	0.03	0.09	0.04	0.17	-

Note:
1. No office may be exchanged for another land use.
2. Hospital beds may be exchanged for office only.
3. The land use trade-offs may occur pursuant to the thresholds defined within the Development Order.

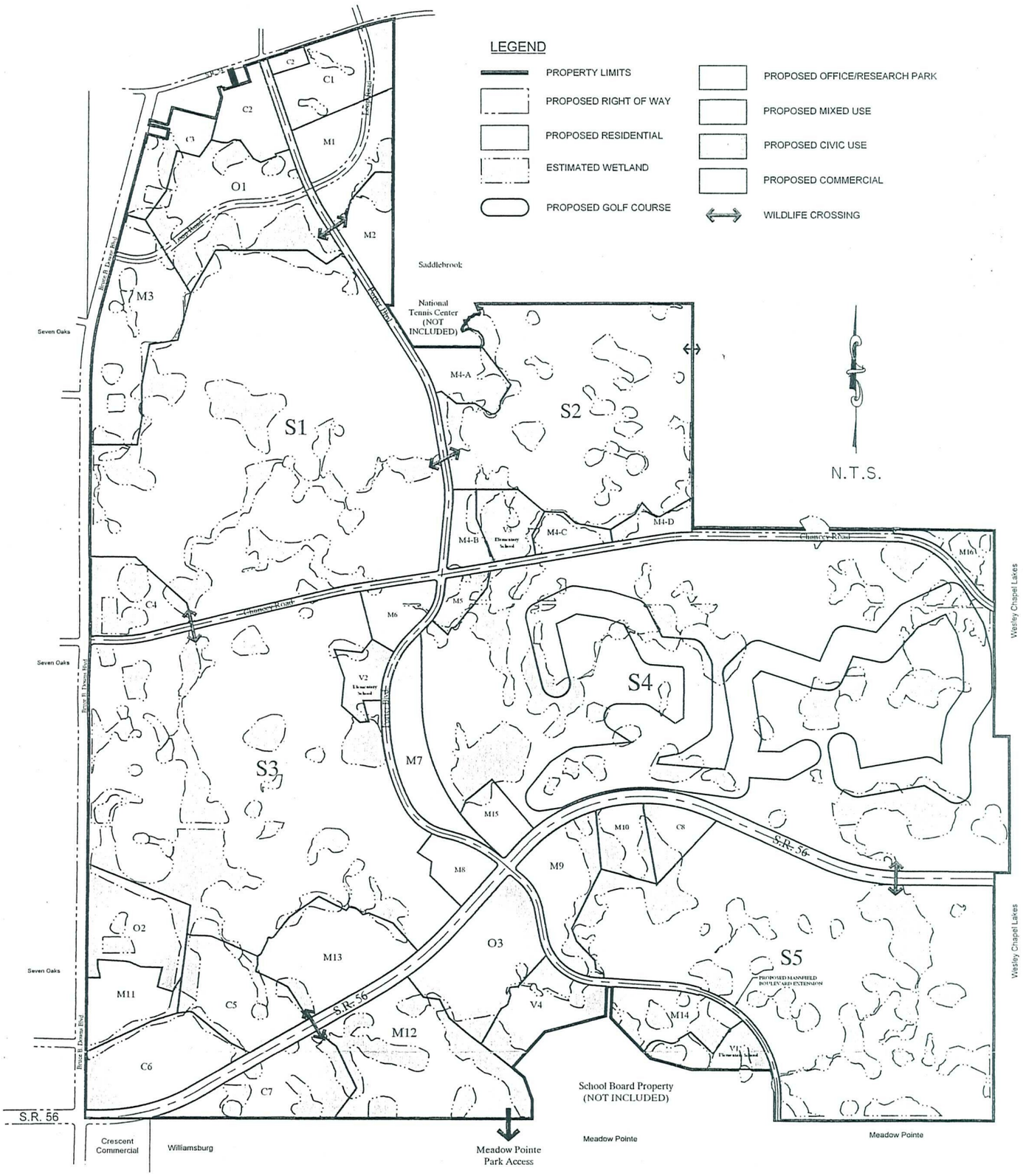
EXHIBIT G

MAP H

WIREGRASS RANCH

DRI NO. 260

PASCO COUNTY



SEE MAP H-3 FOR PROPOSED LAND USE BY PARCEL AND PHASE

WIREGRASS RANCH **PASCO COUNTY, FLORIDA**	**MAP H** **MASTER DEVELOPMENT PLAN** **REVISED 08/30/06**	King ENGINEERING ASSOCIATES, INC. 4921 MEMORIAL HIGHWAY ONE MEMORIAL CENTER, SUITE 300 TAMPA, FLORIDA 33634 ENGINEERING LICENSE #00002610 PHONE 813 • 880 • 8881 FAX 813 • 880 • 8882 E-MAIL king@kingengineering.com	JOB NO. 3109-301-000 DATE: 11-11-04 SCALE: N.T.S.

EXHIBIT H

PROPORTIONATE SHARE CALCULATION

WIREGRASS RANCH

DRI NO. 260

PASCO COUNTY

TABLE 21-15A
WIREGRASS DRI PHASE 1
PROPORTIONATE SHARE
Without Porter Chancey or the Loop Road - REVISED 6/8/2007

Roadway	From	To	2009 Peak Hour Project NB/EB	2009 Peak Hour Project SB/WB	No. Lane	PM Peak Hour Capacity Before Improvement NB/EB	PM Peak Hour Capacity Before Improvement SB/WB	Require Imp	PM Peak Hour Capacity After Improvement NB/EB	PM Peak Hour Capacity After Improvement SB/WB	Percent Contribution NB/EB	Percent Contribution SB/WB	Length Mile	Cost/ Mile* NB/EB	Cost/ Mile* SB/WB	Total Project Cost	Ref.	Proportionate Share per Direction NB/EB	Proportionate Share per Direction SB/WB	Total Proportionate Share
C.R. 577 (Curley Rd)	S.R. 54	Zwest	187	200	2DL	720	580	4DL	1550	1260	22.53%	29.41%	0.71	$8,682,318	$8,682,318	$12,328,892	(12)	$1,388,857	$1,813,072	$3,201,929
S.R. 581	S.R. 56	County Line Rd	825	773	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	1.00	$6,974,500	$6,974,500	$13,949,000	(11)	$6,974,500	$6,974,500	$13,949,000
BB Downs Blvd	County Line Rd	Pebble Creek Dr.	733	686	4DL	1860	1530	8DL	3540	2900	43.63%	50.07%	1.37	$20,996,637	$20,996,637	$57,530,785	(4)	$12,550,615	$14,403,693	$26,954,308
I-275	I-75 / County Line Rd	Bearss Ave.	317	296	4F	4040	4040	6F	6100	6100	15.39%	14.37%	6.80	$8,879,109	$8,879,109	$120,755,882	(3)	$9,291,169	$8,675,665	$17,966,834
I-75	S.R. 52	S.R. 54	247	264	4F	2890	2890	6F	4460	4460	15.73%	16.82%	6.64	$34,198,204	$34,198,204	$68,396,408	(11)	$5,380,227	$5,750,526	$11,130,753
I-75	S.R. 54	S. R 56	221	236	4F	2940	2940	8F	6150	6150	6.88%	7.35%	3.48	$20,904,746	$20,904,746	$41,809,492	(11)	$1,439,236	$1,536,922	$2,976,159
I-75	S.R. 56	I-275	395	370	4F	2940	2940	6F	4550	4550	24.53%	22.98%	1.67	$11,009,550	$11,009,550	$22,019,100	(11)	$2,701,101	$2,530,145	$5,231,246
I-75	C.R. 581	Fletcher Ave.	257	241	4F	3580	3580	6F	5530	5530	13.16%	12.36%	4.34	$8,879,109	$8,879,109	$77,070,666	(3)	$5,078,759	$4,762,572	$9,841,331
S.R. 52	C.R. 581	Pasco Rd	53	57	2UL	670	820	4DL	1480	1810	6.54%	5.76%	1.31	$14,463,255	$14,463,255	$37,893,728	(1)	$1,239,733	$1,090,880	$2,330,613
S.R. 52	Pasco Rd	I75	97	91	2UL	670	820	4DL	1480	1810	11.98%	9.19%	0.72	$14,463,255	$14,463,255	$20,827,087	(1)	$1,247,054	$957,205	$2,204,258
S.R. 52	Mckendree Road	C.R. 577	58	55	2UL	670	820	4DL	1480	1810	7.16%	5.56%	2.46	$14,463,255	$14,463,255	$71,159,215	(1)	$2,547,676	$1,976,645	$4,524,320
S.R. 54	US 41	Collier PKWY	126	118	4DL	1860	1530	8DL	3540	2900	7.50%	8.61%	1.81	$21,561,500	$21,561,500	$43,123,000	(11)	$1,617,113	$1,857,122	$3,474,234
S.R. 54	Collier PKWY	Livingston	221	207	4DL	1530	1860	8DL	2900	3540	16.13%	12.32%	0.62	$2,246,329	$2,246,329	$4,492,658	(11)	$362,364	$276,780	$639,144
S.R. 54	Livingston	S.R. 56	235	220	4DL	1530	1860	8DL	2900	3540	17.15%	13.10%	1.95	$13,015,496	$13,015,496	$26,030,992	(11)	$2,232,585	$1,704,410	$3,936,995
C.R. 54	S.R. 56	Magnolia	99	105	2UL	760	630	4DL	1620	1330	11.51%	15.00%	3.25	$40,850,000	$40,850,000	$81,700,000	(13)	$4,702,500	$6,127,500	$10,830,000
C.R. 54	Magnolia	I-75	243	227	4DL	1330	1620	6DL	2000	2450	36.27%	27.35%	1.31	$6,571,907	$6,571,907	$17,218,396	(13)	$3,122,441	$2,354,564	$5,477,004
S.R. 54	CR 577	Meadow Pointe Blvd.	252	269	2UL	860	700	4DL	1860	1530	25.20%	32.41%	1.00	$14,463,255	$14,463,255	$28,926,510	(1)	$3,644,740	$4,687,489	$8,332,229
S.R. 54	Meadow Pointe Blvd.	New River Road	229	244	2UL	820	670	4DL	1810	1480	23.13%	30.12%	2.74	$14,463,255	$14,463,255	$79,258,637	(1)	$9,166,782	$11,937,721	$21,104,502
S.R. 54	New River Road	Morris Bridge Rd.	142	151	2UL	860	700	4DL	1860	1530	14.20%	18.19%	0.73	$14,463,255	$14,463,255	$21,116,352	(1)	$1,499,261	$1,920,825	$3,420,086
S.R. 56	S.R. 54	I-75	268	251	4DL	1530	1860	6DL	2230	2790	38.29%	26.99%	0.27	$15,435,989	$15,435,989	$8,335,434	(5)	$1,595,640	$1,124,835	$2,720,476
S.R. 56	SR 581	Commercial entrance	880	824	2UL	860	700	6DL	2790	2290	45.60%	51.82%	0.58	$12,032,336	$12,032,336	$13,957,510	(14)	$3,182,023	$3,616,663	$6,798,686
S.R. 56	Commercial Entrance	Porter Boulevard	782	732	2UL	860	700	4DL	1860	1530	78.20%	88.19%	1.03	$7,477,723	$7,477,723	$15,404,109	(15)	$6,023,007	$6,792,655	$12,815,662
S.R. 56	Porter Boulevard	Wesley Chapel Blvd	394	369	2UL	860	700	4DL	1860	1530	39.40%	44.46%	1.70	$7,477,723	$7,477,723	$25,424,258	(15)	$5,008,579	$5,651,537	$10,660,116

Total Cost: ***$908,728,113***
Pasco: *#REF!*
Hillsborough: *#REF!*

Link Total ***$190,519,886***

Intersections Analysis ***$81,430,415***

GRAND TOTAL ***$271,950,301***

Pasco: **$135,757,413**
Hillsborough: $54,762,473

Source:District 7 October 2006 Transportation Costs and Detailed Concept Plans
ROW costs below are estimated based on the D7 Transportation Cost: (Total construction cost - scope contingency) x 120%= ROW, CEI = 15% of Construction, Design = 15% of Construction

	Scope Contingency	Subtotal Construction Column from FDOT Tables	TOTAL CONSTRUCTION	ROW	DESIGN & CEI	TOTAL	Cost/Mile per Direction
(1) Add 2 land to existing 2 lane	$2,559,868	$10,239,473	$12,799,341	$12,287,368	$3,839,802	$28,926,511	$14,463,255
(2) Add 2 lane to existing 6 lane	$3,316,581	$13,266,323	$16,582,904	$15,919,588	$4,974,871	$37,477,363	$18,738,681
(3) Add 2 lane to existing 4 lanes (interstate-NO ROW)	$2,732,033	$10,928,134	$13,660,167	$0	$4,098,050	$17,758,217	$8,879,109
(4) Add 4 lane to existing 4 lane	$3,716,219	$14,864,876	$18,581,095	$17,837,851	$5,574,329	$41,993,275	$20,996,637
(5) Add 2 lane to existing 4 lane	$2,732,033	$10,928,134	$13,660,167	$13,113,761	$4,098,050	$30,871,978	$15,435,989
(6) Add 4 lane to existing 4 lane (interstate-NO ROW)	$3,716,219	$14,864,876	$18,581,095	$0	$5,574,329	$24,155,424	$12,077,712
(7) Add 4 lane to existing 4 lane for BBD (SR 581 PD&E study)	N/A	N/A	N/A	N/A	N/A	$8,963,503	$4,481,752
(8) Add 2 lane to existing 6 lane (interstate)	$3,316,581	$13,266,323	$16,582,904	$0	$4,974,871	$21,557,775	$10,778,888
(9) New 6 lane roadway (SR 56 - No ROW)	$5,553,386	$22,213,543	$27,766,929	$0	$8,330,079	$36,097,008	$18,048,504
(10) New 4 lane roadway (SR 56 - No ROW)	$4,601,675	$18,406,702	$23,008,377	$0	$6,902,513	$29,910,890	$14,955,445

(11) Total project cost determined from detailed concept plans - for detailed cost breakdown, please see attached worksheet
(12) Cost of Curley calculated using Construction Cost from FDOT tables - ROW and Design from the County CIP
(13) Cost of CR 54 from SR 56 to Magnolia uses County CIP Cost; from Magnolia to I-75 uses 'Subtotal' column for 4 to 6 lanes from FDOT Oct 2006 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines
(14) Cost assumed as 2/3 of the cost of a new 6-lane roadway - (9) above
(15) Cost assumed as 1/2 of the cost of a new 4-lane roadway - (10) above
*** NOTE: Costs from detailed concept plans are not calculated per mile, but using a overall project cost for the segment**

EXHIBIT H 1 of 16
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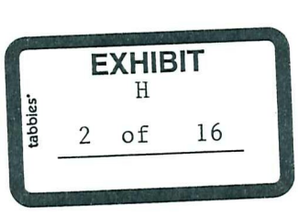

Wiregrass DRI Improvement Costs as of 04/12/2007
Concept Plans - Link Improvement Costs

Intersection	Phase(s)*	Total Construction Cost	PE Design (15%)	CEI (15%)	ROW Cost	Total Project Cost
Links						
I-75 from I-275 to SR 56	1,2 and 3	$11,409,000	$1,711,350	$1,711,350	$7,187,400	**$22,019,100**
I-75 from SR 56 to Overpass Road	1,2 and 3	$54,241,000	$8,136,150	$8,136,150	$8,300,000	**$78,813,300**
I-75 from Overpass Road to SR 52	1,2 and 3	$22,389,000	$3,358,350	$3,358,350	$2,286,900	**$31,392,600**
SR 54 from US 41 to CR 54/SR 56	1	$35,734,000	$5,360,100	$5,360,100	$27,192,450	**$73,646,650**
SR 54 from US 41 to CR 54/SR 56	2 and 3	$22,029,000	$3,304,350	$3,304,350	$27,192,450	**$55,830,150**
SR 581 (Bruce B Downs)	1,2 and 3	$10,730,000	$1,609,500	$1,609,500	$0*	**$13,949,000**

*ROW included in intersection concept plan

Phases 1, 2 and 3: Segment Breakdown (Calculated per mile and then segments shifted to match the Wiregrass DRI segments)

I-75 from I-275 to 56:	$22,019,100
I-75 from 56 to 54:	$41,809,492
I-75 from 54 to 52:	$68,396,408

Phase 1

SR 54 from US 41 to Collier:	$43,123,000
SR 54 from Collier to Livingston:	$4,492,657
SR 54 Livingston to SR 56:	$26,030,993

Phase 2 and 3

SR 54 from US 41 to Collier:	$33,926,800
SR 54 from Collier to Livingston:	$3,223,869
SR 54 Livingston to SR 56:	$18,679,481

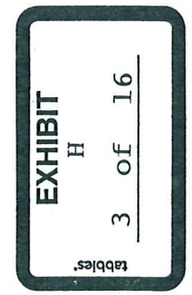

TABLE 21-14A
WIREGRASS DRI - PHASE 1
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 05/29/2007

	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	% Contribution	Proportionate Cost
SR 54 @ SR 581[6]	2NBL 2WBL Signal Timing Change	1987	8,618	10,001	462	$36,813,700	100.00%	$36,813,700
SR 54 @ Collier[6]	Receiving lane for NBT NBT Auxiliary lane SBT Auxiliary Lane Receiving lane for SBT SBL WBL Signal Timing Change	434	7,719	12,407	4,688	$41,359,825	9.26%	$3,829,920
SR 54 @ Curley Road	Receiving lane for EBL EBL Signal Timing Change	908	4,803	7,328	2,525	$3,383,166 $788,245 $52,849	35.96%	$1,216,600 $283,456 $19,005
R 54 @ Morris Bridge Roa	Receiving lane for EBL EBL Signal Timing Change	333	4,346	4,682	336	$3,383,166 $788,245 $52,849	99.11%	$3,352,959 $781,207 $52,377
Bruce B Downs Blvd @ Regents Park	Receiving lane for SBL SBL EBL Signal Timing Change	1520	7,950	11,499	3,549	$3,383,166 $788,245 $788,245 $52,849	42.83%	$1,448,975 $337,597 $337,597 $22,635
County Line Road@ SR 58	NBL SBL Signal Timing Change	1598	10,426	11,363	937	$788,245 $788,245 $52,849	100.00%	$788,245 $788,245 $52,849
US 41 @ SR 54[4]	Interchange US 41-flyover	229	10,780	22,483	11,703	$160,000,000	1.96%	$3,130,821
CR 54 @ I-75[6]	SBL at SB ramp NBL at NB ramp Signal Timing Change	1477	16,782	17,671	889	$25,724,100	60.07%	$15,452,467
SR 56 @ I-75[6]	Interchange Reconstruction EBL and NBL at NB Ramp	1042	16,730	21,644	4,914	$33,710,500	17.49%	$5,895,966
SR 54 @ SR 56	EBL Receiving lane for EBL Signal Timing Change	566	10,279	10,794	515	$788,245 $3,383,166 $52,849	100.00%	$788,245 $3,383,166 $52,849
SR 56 @ SR 581[6]	Each Approach - Triple Lefts, Three Thrus, Excl. Rts (EB Dual Rt)	3052	8865	13286	4421	$3,768,700	69.03%	$2,601,534
							Intersection Total	$81,430,415
						Total: $320,691,449 Pasco: $315,678,944 Hillsborough: $5,012,505	Total: $81,430,415 Pasco: $79,283,611 Hillsborough: $2,146,804	

Notes:
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
(1) D7 October 2006 Construction Cost for 300 feet exclusive right turn: $357,334
Construction cost for 300 feet exclusive left turn lane is: $198,171
For intesection turn lanes, assume each turn lane leg is 0.1 miles
Total Construction Cost for 0.1 mile exclusive right turn lane is: $628,906
Total Construction Cost for 0.1 mile exclusive left turn lane is: $348,781
To obtain the total cost for the turn lane improvement, Right-of-way cost at a rate of 120% of construction cost (less scope contingency) was added to the construction costs
Total Improvement Cost for 0.1 mile exclusive right turn lane is: $1,421,329
Total Improvement Cost for 0.1 mile exclusive left turn lane is: $788,245
(2) For through lanes, a transition length of 0.25 miles was used.
Construction Cost for adding 1 mile of 1 through lane: $5,987,905
Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of 120% of construction cost: $3,383,166
(3) Before and After Improvement capacities were considered from HCS and Synchro software for the respective intersections
(4) Total cost for new interchange at SR 54 and US 41 is: $160,000,000
(5) Cost for modifying signal timings and or phasing = $52,849
15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.
(6) Updated using costs from detailed concept plans - for detailed cost breakdowns, see attached worksheet
(7) Improvements provided are in addition to the 'Existing plus Committed' Improvements, with the exception of SR 56 @ SR 581

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TABLE 21-15B
WIREGRASS DRI PHASE 2
PROPORTIONATE SHARE
Without Porter, Chancey or the Loop Road - REVISED 6/8/2007

Roadway	From	To	2013 Peak Hour Project NB/EB	2013 Peak Hour Project SB/WB	No. Lane	PM Peak Hour Capacity Before Improvement NB/EB	PM Peak Hour Capacity Before Improvement SB/WB	Require Imp	PM Peak Hour Capacity After Improvement NB/EB	PM Peak Hour Capacity After Improvement SB/WB	Percent Contribution NB/EB	Percent Contribution SB/WB	Length Mile	Cost/ Mile* NB/EB	Cost/ Mile* SB/WB	Total Project Cost	Ref.	Proportionate Share per Direction NB/EB	Proportionate Share per Direction SB/WB	Total Proportionate Share
C.R. 577 (Curley Rd)	S.R. 54	Zwest	263	290	2UL	720	580	4DL	1550	1260	31.69%	42.65%	0.71	$8,682,318	$8,682,318	$12,328,892	(13)	$1,953,312	$2,628,955	$4,582,267
S.R. 581	S.R. 56	County Line Rd	1,215	1,104	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	1.00	$6,974,500	$6,974,500	$13,949,000	(11)	$6,974,500	$6,974,500	$13,949,000
BB Downs Blvd	County Line Rd	Pebble Creek Dr.	1,089	989	4DL	1860	1530	8DL	3540	2900	64.82%	72.19%	1.37	$20,996,637	$20,996,637	$57,530,785	(4)	$18,646,138	$20,765,674	$39,411,812
BB Downs Blvd	Palm Springs Blvd.	Bearss Ave.	101	92	4DL	1860	1530	6DL	2790	2290	10.86%	12.11%	3.25	$15,435,989	$15,435,989	$100,333,929	(5)	$5,448,240	$6,072,843	$11,521,083
Collier Parkway	S.R. 54	Weeks Blvd.	86	78	4DL	1620	1330	6DL	2450	2000	10.36%	11.64%	0.64	$6,571,907	$6,571,907	$8,412,041	(14)	$435,805	$489,656	$925,461
Collier Parkway	Weeks Blvd.	Hale Road	43	39	2UL	760	630	6DL	2450	2000	2.54%	2.85%	1.93	$8,939,364	$8,939,364	$34,505,945	(14)	$438,981	$491,143	$930,124
I-275	I-75 / County Line Rd	Bearss Ave.	543	494	4F	4040	4040	6F	6100	6100	26.36%	23.98%	6.80	$8,879,109	$8,879,109	$120,755,882	(3)	$15,915,156	$14,478,982	$30,394,138
I-75	S.R. 52	S.R. 54	355	390	4F	2890	2890	6F	4460	4460	22.61%	24.84%	6.64	$34,198,204	$34,198,204	$68,396,408	(11)	$7,732,715	$8,495,095	$16,227,810
I-75	S.R. 54	S. R 56	341	375	4F	2940	2940	8F	6150	6150	10.62%	11.68%	3.48	$20,904,746	$20,904,746	$41,809,492	(11)	$2,220,722	$2,442,143	$4,662,865
I-75	S.R. 56	I-275	633	575	4F	2940	2940	6F	4550	4550	39.32%	35.71%	1.67	$11,009,550	$11,009,550	$22,019,100	(11)	$4,328,599	$3,931,982	$8,260,582
I-75	C.R. 581	Fletcher Ave.	391	355	4F	3580	3580	8F	7480	7480	10.03%	9.10%	4.34	$12,077,712	$12,077,712	$104,834,540	(6)	$5,255,167	$4,771,316	$10,026,483
S.R. 52	C.R. 581	Pasco Rd	77	84	2UL	670	820	4DL	1480	1810	9.51%	8.48%	1.31	$14,463,255	$14,463,255	$37,893,728	(1)	$1,801,122	$1,607,613	$3,408,734
S.R. 52	Pasco Rd	I75	139	127	2UL	670	820	4DL	1480	1810	17.16%	12.83%	0.72	$14,463,255	$14,463,255	$20,827,087	(1)	$1,787,016	$1,335,879	$3,122,894
S.R. 52	McKendree Road	C.R. 577	89	81	2UL	820	670	4DL	1810	1480	8.99%	10.00%	2.46	$14,463,255	$14,463,255	$71,159,215	(1)	$3,198,571	$3,557,961	$6,756,531
S.R. 52	CR 577	Happy Hill Road	47	51	2UL	820	670	4DL	1810	1480	4.75%	6.30%	2.44	$14,463,255	$14,463,255	$70,580,684	(1)	$1,675,400	$2,221,985	$3,897,385
S.R. 54	US 41	Collier PKWY	198	180	4DL	1860	1530	8DL	3540	2900	11.79%	13.14%	1.81	$16,963,400	$16,963,400	$33,926,800	(11)	$1,999,258	$2,228,768	$4,228,026
S.R. 54	Collier PKWY	Livingston	330	300	4DL	1530	1860	8DL	2900	3540	24.09%	17.86%	0.62	$1,611,935	$1,611,935	$3,223,870	(11)	$388,276	$287,846	$676,122
S.R. 54	Livingston	S.R. 56	351	319	4DL	1530	1860	8DL	2900	3540	25.62%	18.99%	1.95	$9,339,741	$9,339,741	$18,679,482	(11)	$2,392,883	$1,773,439	$4,166,321
C.R. 54	S.R. 56	Magnolia	154	170	2UL	760	630	4DL	1620	1330	17.91%	24.29%	3.25	$40,850,000	$40,850,000	$81,700,000	(15)	$7,315,000	$9,920,714	$17,235,714
C.R. 54	Magnolia	I-75	361	328	4DL	1330	1620	6DL	2000	2450	53.88%	39.52%	1.31	$6,571,907	$6,571,907	$17,218,396	(15)	$4,638,687	$3,402,189	$8,040,877
S.R. 54	CR 577	Meadow Pointe Blvd.	376	414	2UL	860	700	4DL	1860	1530	37.60%	49.88%	1.00	$14,463,255	$14,463,255	$28,926,510	(1)	$5,438,184	$7,214,202	$12,652,386
S.R. 54	Meadow Pointe Blvd.	New River Road	333	367	2UL	820	670	4DL	1810	1480	33.64%	45.31%	2.74	$14,463,255	$14,463,255	$79,258,637	(1)	$13,329,862	$17,955,506	$31,285,368
S.R. 54	New River Road	Morris Bridge Rd.	210	231	2UL	860	700	4DL	1860	1530	21.00%	27.83%	0.73	$14,463,255	$14,463,255	$21,116,352	(1)	$2,217,217	$2,938,480	$5,155,697
S.R. 56	S.R. 54	I-75	409	372	4DL	1860	1530	6DL	2790	2230	43.98%	53.14%	0.27	$15,435,989	$15,435,989	$8,335,434	(5)	$1,832,899	$2,214,844	$4,047,743
S.R. 56	SR 581	Commercial Entrance	1,414	1,285	2UL	860	700	6DL	2790	2290	73.26%	80.82%	0.58	$12,032,336	$12,032,336	$13,957,510	(16)	$5,112,932	$5,640,063	$10,752,995
S.R. 56	Commercial Entrance	Porter Blvd	1,320	1,199	2UL	860	700	6DL	2790	2290	68.39%	75.41%	1.03	$12,032,336	$12,032,336	$24,786,612	(16)	$8,476,251	$9,345,644	$17,821,895
S.R. 56	Porter Boulevard	Wesley Chapel Blvd	676	614	2UL	860	700	4DL	1860	1530	67.60%	73.98%	1.70	$7,477,723	$7,477,723	$25,424,258	(17)	$8,593,399	$9,403,912	$17,997,312

Total: *$1,141,890,591*
Pasco: *$758,435,454*
Hillsborough: *$383,455,136*

Source:District 7 October 2006 Transportation Costs
ROW costs below are estimated based on the D7 Transportation Cost: (Total construction cost - scope contingency) x 120%= ROW, CEI=15% of Construction, Design=15% of Construction

	Scope Contingency	Subtotal Construction Column from FDOT Tables	TOTAL CONSTRUCTION	ROW	DESIGN & CEI	TOTAL [12]	Cost/Mile per Direction
(1) Add 2 land to existing 2 lane	$2,559,868	$10,239,473	$12,799,341	$12,287,368	$3,839,802	$28,926,511	$14,463,255
(2) Add 2 lane to existing 6 lane	$3,316,581	$13,266,323	$16,582,904	$15,919,588	$4,974,871	$37,477,363	$18,738,681
(3) Add 2 lane to existing 4 lanes (interstate-NO ROW)	$2,732,033	$10,928,134	$13,660,167	$0	$4,098,050	$17,758,217	$8,879,109
(4) Add 4 lane to existing 4 lane	$3,716,219	$14,864,876	$18,581,095	$17,837,851	$5,574,329	$41,993,275	$20,996,637
(5) Add 2 lane to existing 4 lane	$2,732,033	$10,928,134	$13,660,167	$13,113,761	$4,098,050	$30,871,978	$15,435,989
(6) Add 4 lane to existing 4 lane (interstate-NO ROW)	$3,716,219	$14,864,876	$18,581,095	$0	$5,574,329	$24,155,424	$12,077,712
(7) Add 4 lane to existing 4 lane for BBD (SR 581 PD&E study)	N/A	N/A	N/A	N/A	N/A	$8,963,503	$4,481,752
(8) Add 2 lane to existing 6 lane (interstate)	$3,316,581	$13,266,323	$16,582,904	$0	$4,974,871	$21,557,775	$10,778,888
(9) New 6 lane roadway (SR 56 - No ROW)	$5,553,386	$22,213,543	$27,766,929	$0	$8,330,079	$36,097,008	$18,048,504
(10) New 4 lane roadway (SR 56 - No ROW)	$4,601,675	$18,406,702	$23,008,377	$0	$6,902,513	$29,910,890	$14,955,445

(11) Total project cost determined from detailed concept plans - for detailed cost breakdown, please see attached worksheet
(12) TOTAL = Sum of Construction + ROW + Design & CEI
(13) Cost of Curley calculated using Construction Cost from FDOT tables - ROW and Design from the County CIP
(14) Cost of Collier Parkway calculated using 'Subtotal' column for 4 to 6 and 2 to 6 lanes from FDOT Oct 2006 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines
(15) Cost of CR 54 from SR 56 to Magnolia uses County CIP Cost; from Magnolia to I-75 uses 'Subtotal' column for 4 to 6 lanes from FDOT Oct 2006 Costs and applies the County Methodology from the Nov. 3, 2006 TIS Guidelines
(16) Assumed 2/3 of the cost of a new 6-lane roadway - (9) above
(17) Assumed 1/2 of the cost of a new 4-lane roadway - (10) above
*** NOTE: Costs from detailed concept plans are not calculated per mile, but using a overall project cost for the segment**

Total *$292,137,626*

Intersections analysis *$204,326,453*

GRAND TOTAL *$496,464,080*

Pasco: **$200,784,109**
Hillsborough: $91,353,517

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Wiregrass DRI Improvement Costs as of 04/12/2007
Concept Plans - Link Improvement Costs

Intersection	Phase(s)*	Total Construction Cost	PE Design (15%)	CEI (15%)	ROW Cost	Total Project Cost
Links						
I-75 from I-275 to SR 56	1,2 and 3	$11,409,000	$1,711,350	$1,711,350	$7,187,400	**$22,019,100**
I-75 from SR 56 to Overpass Road	1,2 and 3	$54,241,000	$8,136,150	$8,136,150	$8,300,000	**$78,813,300**
I-75 from Overpass Road to SR 52	1,2 and 3	$22,389,000	$3,358,350	$3,358,350	$2,286,900	**$31,392,600**
SR 581 (Bruce B Downs)	1,2 and 3	$10,730,000	$1,609,500	$1,609,500	$0*	**$13,949,000**
SR 54 from US 41 to CR 54/SR 56	1	$35,734,000	$5,360,100	$5,360,100	$27,192,450	**$73,646,650**
SR 54 from US 41 to CR 54/SR 56	2 and 3	$22,029,000	$3,304,350	$3,304,350	$27,192,450	**$55,830,150**

* ROW included in intersection concept plan

Phases 1, 2 and 3: Segment Breakdown (Calculated per mile and then segments shifted to match the Wiregrass DRI segments)

I-75 from I-275 to 56:	$22,019,100
I-75 from 56 to 54:	$41,809,492
I-75 from 54 to 52:	$68,396,408

Phase 1

SR 54 from US 41 to Collier:	$43,123,000
SR 54 from Collier to Livingston:	$4,492,657
SR 54 Livingston to SR 56:	$26,030,993

Phase 2 and 3

SR 54 from US 41 to Collier:	$33,926,800
SR 54 from Collier to Livingston:	$3,223,869
SR 54 Livingston to SR 56:	$18,679,481

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TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 05/29/2007

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	% Contribution[3]	Proportionate Cost
SR 54 @ CR 581[6]	2NBL NBR EBR WBL Fly-over Signal Timings	3099	7,760	13,974	6,214	$178,396,600	49.87%	$88,966,384
SR 54 @ Morris Bridge	Receiving lane for EBL NBR EBL Signal Timings	499	4,511	5,062	551	$3,383,166 $1,421,329 $788,245 $52,849	90.56%	$3,063,884 $1,287,193 $713,855 $47,861
SR 54 @ Curley Road	Receiving lane for EBL WBT Auxiliary Lane Receiving lane for EBT EBL Signal Timings	1343	4,790	9,064	4,274	$3,383,166 $3,383,166 $3,383,166 $788,245 $52,849	31.42%	$1,063,077 $1,063,077 $1,063,077 $247,687 $16,607
ruce B Downs Blvd@ Dona Michelle Rd	Receiving lane for SBL Receiving lane for NBT NBT Auxiliary Lane SBL Signal Timings	1342	14,140	15,723	1,583	$3,383,166 $3,383,166 $3,383,166 $788,245 $52,849	84.78%	$2,868,104 $2,868,104 $2,868,104 $668,241 $44,803
Bruce B Downs Blvd @ Regents Park	Receiving lane for SBL Receiving lane for NBL SBL NBL NBT Auxiliary Lane Receiving lane for NBT EBL Signal Timings	2234	8,943	13,409	4,466	$3,383,166 $3,383,166 $788,245 $788,245 $3,383,166 $3,383,166 $788,245 $52,849	50.02%	$1,692,341 $1,692,341 $394,299 $394,299 $1,692,341 $1,692,341 $394,299 $26,436
ounty Line Road@ SR 581	NBR SBL WBL NBL Signal Timings	2756	8,749	13,396	4,647	$1,421,329 $788,245 $788,245 $788,245 $52,849	59.31%	$842,949 $467,485 $467,485 $467,485 $31,343
Bruce B. Downs @ Cross Creek	Receiving lane for SBL EBL NBL SBL Signal Timings	1895	12,346	13,124	778	$3,383,166 $788,245 $788,245 $788,245 $52,849	100.00%	$3,383,166 $788,245 $788,245 $788,245 $52,849

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TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 05/29/2007

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	% Contribution[3]	Proportionate Cost
Bruce B. Downs @ Tampa Palms	NBL	214	9,192	11,585	11,585	$788,245	1.85%	$14,561
	Signal Timings					$52,849		$976
Bruce B. Downs @ Commerce Palms	Receiving lane for SBL	620	9,156	12,882	3,726	$3,383,166	14.52%	$491,233
	NBL					$788,245		$114,453
	SBL					$788,245		$114,453
	Signal Timings					$52,849		$7,674
Bruce B. Downs @ Pebble Creek	NBT Auxiliary Lane	2078	7,022	12,872	5,850	$3,383,166	35.52%	$1,201,747
	SBL					$788,245		$279,995
	Signal Timings					$52,849		$18,773
Bruce B Downs @ I-75	NBL at WB Ramp	14	331	661	330	$788,245	4.24%	$33,441
	Signal Timings					$52,849		$2,242
Bruce B. Downs @ Amberly Drive	NBL	214	9,924	12,478	2,554	$788,245	8.38%	$66,047
	SBL					$788,245		$66,047
	Signal Timings					$52,849		$4,428
Bruce B. Downs @ Bearss	Receiving lane for NBL	193	9,377	11,750	2,373	$3,383,166	8.13%	$275,158
	NBL					$788,245		$64,109
	EBL					$788,245		$64,109
	SBR					$1,421,329		$115,599
	Signal Timings					$52,849		$4,298
Collier Pkwy @ County Line Rd.	EBL	123	5,274	6,231	957	$788,245	12.85%	$101,310
	WBR					$1,421,329		$182,679
	Signal Timings					$52,849		$6,793
US 41 @ County Line Road	NBR	130	5,860	7,351	1,491	$1,421,329	8.72%	$123,925
	EBL					$788,245		$68,727
	EBT Auxiliary Lane					$3,383,166		$294,978
	Receiving lane for EBT					$3,383,166		$294,978
	Signal Timings					$52,849		$4,608

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TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 05/29/2007

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	% Contribution[3]	Proportionate Cost
SR 54 @ Coats Road	NBL	217	3,946	5,081	1,135	$788,245	19.12%	$150,704
	Receiving lane for NBL					$3,383,166		$646,826
	SBR					$1,421,329		$271,743
	EBR					$1,421,329		$271,743
	Signal Timings					$52,849		$10,104
SR 52 @ US 41	NBL	92	5,322	6,125	803	$788,245	11.46%	$90,310
	Receiving lane for NBL					$3,383,166		$387,611
	WBT Auxiliary Lane					$3,383,166		$387,611
	Receiving Lane for WBT					$3,383,166		$387,611
	Signal Timings					$52,849		$6,055
SR 54 @ SR 56	Receiving lane for EBT	893	10,221	13,025	2,804	$3,383,166	31.85%	$1,077,449
	WBT Auxiliary Lane					$3,383,166		$1,077,449
	Receiving lane for EBL					$3,383,166		$1,077,449
	EBL					$788,245		$251,035
	Signal Timings					$52,849		$16,831
SR 54 @ Collier Pkwy[6]	Interchange SR 54 Fly-over, WBL	636	9,068	19,388	10,320	$161,951,025	6.16%	$9,976,183
CR 54 @ I-75[6]	Interchange Reconstruction NBL, SBL	2227	15,948	21,679	5,731	$130,658,700	33.76%	$44,110,377
SR 56 @ I-75[6]	Interchange Reconstruction EBL, NBL, SBL	1594	18,929	24,367	5,438	$34,562,000	24.49%	$8,464,234
US 41 @ SR 54[4]	Interchange US 41 Fly-over, NBR,EBR,WBR - free flow turns	357	10,699	21,933	11,234	$160,000,000	3.18%	$5,088,000
SR 56 @ SR 581[6]	Each Approach - Triple Lefts, Three Thrus, Excl. Rights (EB Dual Right)	4505	9,060	13,707	4,647	$3,768,700	96.94%	$3,653,538.52
						Total: $781,875,115	Intersection Total	$204,326,453

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TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 05/29/2007

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	% Contribution[3]	Proportionate Cost
						Pasco: $730,151,399	Pasco:	$178,290,309
						Hillsborough: $51,723,716	Hillsborough:	$26,036,145

otes:
ıture Proportionate Share payments will be adjusted to account for inflation based on the actual year of when the road improvement is to be constructed
) D-7 April 2006 Construction Cost for 300 feet exclusive right turn lane is $357,334
Construction cost for 300 feet exclusive left turn lane is $198,171
ır intesection turn lanes, assume each turn lane leg is 0.1 miles
Total Construction Cost for 0.1 mile exclusive right turn lane is $628,906
Total Construction Cost for 0.1 mile exclusive left turn lane is $348,781
To obtain the total cost for the turn lane improvement, Right-of-way cost at a rate of 120% of construction cost (less scope contingency) was added to the construction costs
Total Improvement Cost for 0.1 mile exclusive right turn lane is $1,421,329
Total Improvement Cost for 0.1 mile exclusive left turn lane is $788,245
) For through lanes, a transition length of 0.25 miles was used.
Construction Cost for adding 1 mile of 1 through lane $5,987,905
Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of 120% of construction cost is $3,383,166
) Before and After Improvement capacities were considered from HCS and Synchro software for the respective intersections
)Total cost for new interchange at SR 54 and US 41 is $160,000,000
) Cost for modifying signal timings and or phasing = $52,849
15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.
) Updated using costs from detailed concept plans - for detailed cost breakdowns, see attached worksheet
) Improvements provided are in addition to the 'Existing plus Committed' Improvements, with the exception of SR 56 @ SR 581

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TABLE 21-15C
WIREGRASS DRI PHASE 3
PROPORTIONATE SHARE
Without Porter, Chancey or the Loop Road - REVISED 6/8/2007

Roadway	From	To	2016 Peak Hour Project NB/EB	2016 Peak Hour Project SB/WB	No. Lane	PM Peak Hour Capacity Before Improvement NB/EB	PM Peak Hour Capacity Before Improvement SB/WB	Require Imp	PM Peak Hour Capacity After Improvement NB/EB	PM Peak Hour Capacity After Improvement SB/WB	Percent Contribution NB/EB	Percent Contribution SB/WB	Length Mile	Cost/ Mile NB/EB	Cost/ Mile SB/WB	Total Project Cost	Ref.	Proportionate Share per Direction NB/EB	Proportionate Share per Direction SB/WB	Total Proportionate Share
C.R. 577 (Curley Rd)	S.R. 54	Zwest	294	307	2UL	720	580	4DL	1550	1260	35.42%	45.15%	0.71	$8,682,318	$8,682,318	$12,328,892	(15)	$2,183,551	$2,783,066	$4,966,617
S.R. 581	S.R. 56	County Line Rd	1,253	1,200	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	1.00	$6,974,500	$6,974,500	$13,949,000	(13)	$6,974,500	$6,974,500	$13,949,000
BB Downs Blvd	County Line Rd	Pebble Creek Dr.	1,272	1,218	4DL	1860	1530	8DL	3540	2900	75.71%	88.91%	1.37	$20,996,637	$20,996,637	$57,530,785	(4)	$21,779,512	$25,573,904	$47,353,415
BB Downs Blvd	Palm Springs Blvd.	Bearss Ave.	106	102	4DL	1860	1530	6DL	2790	2290	11.40%	13.42%	3.25	$15,435,989	$15,435,989	$100,333,929	(5)	$5,717,955	$6,732,935	$12,450,890
Collier Parkway	S.R. 54	Weeks Blvd.	98	94	4DL	1620	1330	6DL	2450	2000	11.81%	14.03%	0.64	$6,571,907	$6,571,907	$8,412,041	(16)	$496,614	$590,098	$1,086,713
Collier Parkway	Weeks Blvd.	Hale Road	68	65	2UL	760	630	6DL	2450	2000	4.02%	4.74%	1.93	$8,939,364	$8,939,364	$34,505,945	(16)	$694,202	$818,572	$1,512,774
Cross Creek Blvd	Kinnan Street	Morris Bridge Rd.	44	42	2UL	760	630	4DL	1620	1330	5.12%	6.00%	3.00	$14,463,255	$14,463,255	$86,779,530	(1)	$2,219,941	$2,603,386	$4,823,327
I-275	I-75 / County Line Rd	Bearss Ave.	572	548	4F	4040	4040	6F	6100	6100	27.77%	26.60%	6.80	$8,879,109	$8,879,109	$120,755,882	(3)	$16,765,137	$16,061,705	$32,826,842
I-75	S.R. 52	S.R. 54	405	422	4F	2890	2890	6F	4460	4460	25.80%	26.88%	6.64	$34,198,204	$34,198,204	$68,396,408	(13)	$8,821,830	$9,192,129	$18,013,958
I-75	S.R. 54	S. R 56	370	387	4F	2940	2940	8F	6150	6150	11.53%	12.06%	3.48	$20,904,746	$20,904,746	$41,809,492	(13)	$2,409,581	$2,520,292	$4,929,873
I-75	S.R. 56	I-275	670	642	4F	2940	2940	6F	4550	4550	41.61%	39.88%	1.67	$11,009,550	$11,009,550	$22,019,100	(13)	$4,581,614	$4,390,144	$8,971,758
I-75	C.R. 581	Fletcher Ave.	418	400	4F	3580	3580	8F	7480	7480	10.72%	10.26%	4.34	$12,077,712	$12,077,712	$104,834,540	(6)	$5,618,056	$5,376,130	$10,994,186
S.R. 52	C.R. 581	Pasco Rd	85	88	2UL	820	670	4DL	1810	1480	8.59%	10.86%	1.31	$14,463,255	$14,463,255	$37,893,728	(1)	$1,626,751	$2,058,425	$3,685,176
S.R. 52	Pasco Rd	I75	147	141	2UL	820	670	4DL	1810	1480	14.85%	17.41%	0.72	$14,463,255	$14,463,255	$20,827,087	(1)	$1,546,253	$1,812,728	$3,358,981
S.R. 52	Mckendree Road	C.R. 577	90	94	2UL	820	670	4DL	1810	1480	9.09%	11.60%	2.46	$14,463,255	$14,463,255	$71,159,215	(1)	$3,234,510	$4,128,991	$7,363,501
S.R. 52	C.R. 577	Happy Hill Road	55	57	2UL	820	670	4DL	1810	1480	5.56%	7.04%	2.44	$14,463,255	$14,463,255	$70,580,684	(1)	$1,960,575	$2,483,394	$4,443,969
S.R. 54	US 41	Collier PKWY	205	196	4DL	1860	1530	8DL	3540	2900	12.20%	14.31%	1.81	$16,963,400	$16,963,400	$33,926,800	(13)	$2,069,939	$2,426,881	$4,496,819
S.R. 54	Collier PKWY	Livingston	351	336	4DL	1860	1530	8DL	3540	2900	20.89%	24.53%	0.62	$1,611,935	$1,611,935	$3,223,870	(13)	$336,779	$395,336	$732,115
S.R. 54	Livingston	S.R. 56	373	357	4DL	1860	1530	8DL	3540	2900	22.20%	26.06%	1.95	$9,339,741	$9,339,741	$18,679,482	(13)	$2,073,645	$2,433,787	$4,507,431
C.R. 54	S.R. 56	Magnolia	167	175	2UL	760	630	4DL	1620	1330	19.42%	25.00%	3.25	$40,850,000	$40,850,000	$81,700,000	(17)	$7,932,500	$10,212,500	$18,145,000
C.R. 54	Magnolia	I-75	376	360	4DL	1330	1620	6DL	2000	2450	56.12%	43.37%	1.31	$6,571,907	$6,571,907	$17,218,396	(17)	$4,831,431	$3,734,110	$8,565,541
S.R. 54	I-75	S.R. 581	1,170	1,221	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	0.29	$0	$0	$0	(19)	$0	$0	$0
S.R. 54	S.R. 581	Porter Blvd	843	880	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	0.33	$0	$0	$0	(19)	$0	$0	$0
S.R. 54	CR 577	Meadow Pointe Blvd.	418	437	2UL	860	700	4DL	1860	1530	41.80%	52.65%	1.00	$14,463,255	$14,463,255	$28,926,510	(1)	$6,045,641	$7,614,991	$13,660,631
S.R. 54	Meadow Pointe Blvd.	New River Road	347	363	2UL	820	670	4DL	1810	1480	35.05%	44.81%	2.74	$14,463,255	$14,463,255	$79,258,637	(1)	$13,890,276	$17,759,808	$31,650,082
S.R. 54	New River Road	Morris Bridge Rd.	242	253	2UL	860	700	4DL	1860	1530	24.20%	30.48%	0.73	$14,463,255	$14,463,255	$21,116,352	(1)	$2,555,079	$3,218,336	$5,773,414
S.R. 56	S.R. 54	I-75	430	411	4DL	1860	1530	6DL	2790	2290	46.24%	54.08%	0.75	$0	$0	$0	(19)	$0	$0	$0
S.R. 56	SR 581	Commercial entrance	1,533	1,468	2UL	860	700	6DL	2790	2290	79.43%	92.33%	0.58	$12,032,336	$12,032,336	$13,957,510	(21)	$5,543,229	$6,443,278	$11,986,507
S.R. 56	Commercial entrance	Porter Blvd	1,336	1,279	2UL	860	700	6DL	2790	2290	69.22%	80.44%	1.03	$12,032,336	$12,032,336	$24,786,612	(21)	$8,578,993	$9,969,207	$18,548,200
S.R. 56	Porter Blvd	Wesley Chapel Blvd.	846	811	2UL	860	700	6DL	2790	2290	43.83%	51.01%	1.70	$12,032,336	$12,032,336	$40,909,942	(21)	$8,966,272	$10,433,322	$19,399,594
Chancey Road	Project Boundary	Meadow Pointe Blvd.	80	84	0L	0	0	2UL	760	630	10.53%	13.33%	0.23	$6,387,472	$6,387,482	$2,938,239	(11)	$154,644	$195,883	$350,527
Wesley Chapel Blvd.	SR 56	SR 54	204	195	2UL	760	630	4DL	1620	1330	23.72%	27.86%	2.57	$5,135,096	$5,135,096	$26,394,393	(12)	$3,130,498	$3,676,362	$6,806,860
Zwest	Curley Road	Handcart Road	156	150	2UL	870	720	4DL	2980	2440	7.39%	8.72%	3.5	$5,135,096	$5,135,096	$35,945,672	(18)	$1,328,797	$1,567,398	$2,896,196
I-75	Fowler Ave.	Fletcher Ave.	345	331	6F	6640	6640	12F	11310	11310	7.39%	7.09%	1.07	$26,087,034	$26,087,034	$55,826,254	(10)	$2,062,105	$1,978,425	$4,040,530

Source:District 7 October 2006 Transportation Costs and Detailed Concept Plans — *Total:* ***$1,356,924,929*** — *Total* ***$332,290,428***

ROW costs below are estimated based on the D7 Transportation Cost: (Total construction cost - scope contingency) x 120%= ROW, CEI=15% of Construction, Design=15% of Construction — *Pasco:* ***$830,864,009***

	Scope Contingency	Subtotal Construction Column from FDOT Tables	TOTAL CONSTRUCTION	ROW	DESIGN & CEI	TOTAL [14]	Cost/Mile per Direction
(1) Add 2 land to existing 2 lane	$2,559,868	$10,239,473	$12,799,341	$12,287,368	$3,839,802	$28,926,511	$14,463,255
(2) Add 2 lane to existing 6 lane	$3,316,581	$13,266,323	$16,582,904	$15,919,588	$4,974,871	$37,477,363	$18,738,681
(3) Add 2 lane to existing 4 lanes (NO ROW)	$2,732,033	$10,928,134	$13,660,167	$0	$4,098,050	$17,758,217	$8,879,109
(4) Add 4 lane to existing 4 lane	$3,716,219	$14,864,876	$18,581,095	$17,837,851	$5,574,329	$41,993,275	$20,996,637
(5) Add 2 lane to existing 4 lane	$2,732,033	$10,928,134	$13,660,167	$13,113,761	$4,098,050	$30,871,978	$15,435,989
(6) Add 4 lane to existing 4 lane (NO ROW)	$3,716,219	$14,864,876	$18,581,095	$0	$5,574,329	$24,155,424	$12,077,712
(7) Add 4 lane to existing 4 lane for BBD (SR 581 PD&E study)	N/A	N/A	N/A	N/A	N/A	$8,963,503	$4,481,752
(8) Add 2 lane to existing 6 lane (interstate)	$3,316,581	$13,266,323	$16,582,904	$0	$4,974,871	$21,557,775	$10,778,888
(9) New 6 lane roadway (SR 56 - No ROW)	$5,553,386	$22,213,543	$27,766,929	$0	$8,330,079	$36,097,008	$18,048,504
(10) 6 lanes of Interstate	$4,617,175	$18,468,696	$23,085,871	$22,162,436	$6,925,761	$52,174,069	$26,087,034

Hillsborough: ***$526,060,920***

$246,873,390 — *Intersections Analysis*

GRAND TOTAL ***$579,163,818***

Pasco: **$219,801,237**
Hillsborough: $112,489,190

(11) Cost of Chancey and the Loop Road (2-laning) calculated using 'Subtotal' column for New Urban 2-Lane from FDOT Oct 2006 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines
(12) Cost of Wesley Chapel Blvd calculated using 'Subtotal' column for add 2 lanes to existing 2 lanes from FDOT Oct 2006 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines
(13) Total project cost determined from detailed concept plans - for detailed cost breakdown, please see attached worksheet
(14) TOTAL = Sum of Construction + ROW + Design & CEI
(15) Cost of Curley calculated using Construction Cost from FDOT tables - ROW and Design from the County CIP
(16) Cost of Collier Parkway calculated using 'Subtotal' column for 4 to 6 and 2 to 6 lanes from FDOT Oct 2006 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines
(17) Cost of CR 54 from SR 56 to Magnolia uses County CIP Cost; from Magnolia to I-75 uses 'Subtotal' column for 4 to 6 lanes from FDOT Oct 2006 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines
(18) Cost of Zephyrhills Bypass calculated using 'Subtotal' column for 2 to 4 lanes from FDOT Oct 2006 Costs and applying the County Methodology from the Nov. 3, 2006 TIS Guidelines (No ROW assumed at this time)
(19) Cost of link widening included in intersection concept plans and costs
(20) Cost of Chancey Road and Porter 4-laning calculated using County Methodology
(21) Assumed 2/3 of the cost of a new 6-lane roadway - (9) above
*** NOTE: Costs from detailed concept plans are not calculated per mile, but using an overall project cost for the segment**

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Wiregrass DRI Improvement Costs as of 04/12/2007
Concept Plans - Link Improvement Costs

Intersection	Phase(s)*	Total Construction Cost	PE Design (15%)	CEI (15%)	ROW Cost	Total Project Cost
Links						
I-75 from I-275 to SR 56	1, 2 and 3	$11,409,000	$1,711,350	$1,711,350	$7,187,400	**$22,019,100**
I-75 from SR 56 to Overpass Road	1,2 and 3	$54,241,000	$8,136,150	$8,136,150	$8,300,000	**$78,813,300**
I-75 from Overpass Road to SR 52	1,2 and 3	$22,389,000	$3,358,350	$3,358,350	$2,286,900	**$31,392,600**
SR 581 (Bruce B Downs)	1,2 and 3	$10,730,000	$1,609,500	$1,609,500	$0*	**$13,949,000**
SR 54 from US 41 to CR 54/SR 56	1	$35,734,000	$5,360,100	$5,360,100	$27,192,450	**$73,646,650**
SR 54 from US 41 to CR 54/SR 56	2 and 3	$22,029,000	$3,304,350	$3,304,350	$27,192,450	**$55,830,150**

* ROW included in intersection concept plan

Phases 1, 2 and 3: Segment Breakdown (Calculated per mile and then segments shifted to match the Wiregrass DRI segments)

I-75 from I-275 to 56:	$22,019,100
I-75 from 56 to 54:	$41,809,492
I-75 from 54 to 52:	$68,396,408

Phase 1

SR 54 from US 41 to Collier:	$43,123,000
SR 54 from Collier to Livingston:	$4,492,657
SR 54 Livingston to SR 56:	$26,030,993

Phase 2 and 3

SR 54 from US 41 to Collier:	$33,926,800
SR 54 from Collier to Livingston:	$3,223,869
SR 54 Livingston to SR 56:	$18,679,481



TABLE 21-14C
WIREGRASS DRI - PHASE 3
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 05/29/2007

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	% Contribution[3]	Proportionate Cost
SR 54 @ CR 581[6]	NBR EBR 2NBL WBL Fly-over Signal Timings	3342	8229	14,432	6,203	$178,396,600	53.88%	$96,115,015
SR 54 @ Morris Bridge	Receiving lane for EBL Receiving lane for EBT WBT Auxiliary Lane EBL NBR EBR Signal Timings	588	4,153	6,997	2,844	$3,383,166 $3,383,166 $3,383,166 $788,245 $1,421,329 $1,421,329 $52,849	20.68%	$699,473 $699,473 $699,473 $162,970 $293,861 $293,861 $10,927
SR 54 @ Curley Road	Receiving lane for EBL EBL SBL Receiving lane for EBT WBT Auxiliary Lane Signal Timings	1460	4,246	8,799	4,553	$3,383,166 $788,245 $788,245 $3,383,166 $3,383,166 $52,849	32.07%	$1,084,872 $252,765 $252,765 $1,084,872 $1,084,872 $16,947
Bruce B Downs Blvd@ Dona Michelle Rd	Receiving lane for SBL Receiving lane for NBT NBT Auxiliary Lane SBL Signal Timings	1466	13,856	15,416	1,560	$3,383,166 $3,383,166 $3,383,166 $788,245 $52,849	93.97%	$3,179,309 $3,179,309 $3,179,309 $740,748 $49,665
Bruce B Downs Blvd @ Regents Park	Receiving lane for SBL Receiving lane for NBL SBL NBL NBT Auxiliary Lane Receiving lane for NBT EBL Signal Timings	2515	8,670	13,463	4,793	$3,383,166 $3,383,166 $788,245 $788,245 $3,383,166 $3,383,166 $788,245 $52,849	52.47%	$1,775,227 $1,775,227 $413,611 $413,611 $1,775,227 $1,775,227 $413,611 $27,731
Bruce B. Downs @ Pebble Creek	NBT Auxiliary Lane SBL Signal Timings	2490	7,067	12,988	5,921	$3,383,166 $788,245 $52,849	42.05%	$1,422,747 $331,486 $22,225
Bruce B Downs Blvd @ Highwoods Preserve	Receiving lane for SBL SBL NBR WBL Signal Timings	1719	14,054	14,055	1	$3,383,166 $788,245 $1,421,329 $788,245 $52,849	100.00%	$3,383,166 $788,245 $1,421,329 $788,245 $52,849
County Line Road@ SR 581	NBR SBL EBL WBL NBL Signal Timings	3302	8,951	13,372	4,421	$1,421,329 $788,245 $788,245 $788,245 $788,245 $52,849	74.69%	$1,061,576 $588,732 $588,732 $588,732 $588,732 $39,472

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TABLE 21-14C
WIREGRASS DRI - PHASE 3
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 05/29/2007

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	% Contribution[3]	Proportionate Cost
Bruce B. Downs @ Cross Creek	Receiving lane for SBL	2110	12,271	13,050	779	$3,383,166	100.00%	$3,383,166
	EBL					$788,245		$788,245
	NBL					$788,245		$788,245
	SBL					$788,245		$788,245
	Signal Timings					$52,849		$52,849
Bruce B. Downs @ Amberly Drive	NBL	227	10,016	12,926	2,910	$788,245	7.80%	$61,489
	WBL					$788,245		$61,489
	SBL					$788,245		$61,489
	Signal Timings					$52,849		$4,123
Bruce B. Downs @ Tampa Palms	NBL	227	9,229	11,882	11,882	$788,245	1.91%	$15,059
	WBL					$788,245		$15,059
	Signal Timings					$52,849		$1,010
Bruce B. Downs @ Commerce Palms	Receiving lane for SBL	671	9,499	12,794	3,295	$3,383,166	15.90%	$537,940
	NBL					$788,245		$125,335
	SBL					$788,245		$125,335
	Signal Timings					$52,849		$8,403
Bruce B. Downs @ Bearss	Receiving lane for NBL	208	9,390	11,505	2,115	$3,383,166	9.83%	$332,718
	NBL					$788,245		$77,520
	EBL					$788,245		$77,520
	SBR					$1,421,329		$139,781
	Signal Timings					$52,849		$5,197
Bruce B. Downs @ Skipper Road	NBL	228	7,911	10,385	2,474	$788,245	9.22%	$72,643
	Signal Timings					$52,849		$4,870
Bruce B. Downs @ Lake Forest Road	SBL	103	9,327	12,316	2,989	$788,245	3.45%	$27,163
	Signal Timings					$52,849		$1,821
Collier Pkwy @ County Line Rd.	EBL	138	5,274	6,230	956	$788,245	14.44%	$113,784
	WBR					$1,421,329		$205,171
	Signal Timings					$52,849		$7,629
US 41 @ County Line Road	NBR	148	5,308	6,911	1,603	$1,421,329	9.23%	$131,227
	EBL					$788,245		$72,776
	WBL					$788,245		$72,776
	EBT Auxiliary Lane					$3,383,166		$312,357
	Receiving lane for EBT					$3,383,166		$312,357
	Signal Timings					$52,849		$4,879
SR 54 @ Old Pasco Road	EBL	520	4,538	6,906	2,368	$788,245	21.96%	$173,094
	Signal Timings					$52,849		$11,605
Morris Bridge @ Cross Creek	Receiving lane for EBL	86	3,525	4,407	882	$3,383,166	9.75%	$329,878
	NBL					$788,245		$76,858
	Signal Timings					$52,849		$5,153

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TABLE 21-14C
WIREGRASS DRI - PHASE 3
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 05/29/2007

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	% Contribution[3]	Proportionate Cost
SR 52 @ US 41	EBT Auxiliary Lane	105	5,243	7,184	1,941	$3,383,166	5.41%	$183,015
	Receiving lane for EBT					$3,383,166		$183,015
	WBT Auxiliary Lane					$3,383,166		$183,015
	Receiving lane for WBT					$3,383,166		$183,015
	NBT Auxiliary Lane					$3,383,166		$183,015
	Receiving lane for NBT					$3,383,166		$183,015
	SBT Auxiliary Lane					$3,383,166		$183,015
	Receiving lane for SBT					$3,383,166		$183,015
	NBL					$788,245		$42,641
	Signal Timings					$52,849		$2,859
SR 54 @ Coats Road	EBR	306	3,769	5,008	1,239	$1,421,329	24.70%	$351,030
	EBL					$788,245		$194,676
	Receiving lane for EBL					$3,383,166		$835,552
	NBL					$788,245		$194,676
	Receiving lane for NBL					$3,383,166		$835,552
	SBR					$1,421,329		$351,030
	Signal Timings					$52,849		$13,052
SR 54 @ SR 56[6]	SBR EBL Fly-over Receiving lane for EBT WBT Auxiliary Lane WBR Signal Timings	971	7,492	16,553	9,061	110,653,550	10.72%	$11,857,918
Bruce B Downs @ I-75	NBL at WB Ramp	1325	14,648	14,989	341	$788,245	100.00%	$788,245
	Signal Timings					$52,849		$52,849
SR 54 @ Suncoast Pkwy NB Ramp	2WBT	183	5,977	10,066	4,089	$6,766,332	4.48%	$302,822
	NBL					$788,245		$35,277
	Receiving lane for EBT					$3,383,166		$151,411
	Receiving lane for EBL					$3,383,166		$151,411
	Acceleration lane for NBR					$3,383,166		$151,411
	Signal Timings					$52,849		$2,365
SR 54 @ Porter Blvd.	WBT Auxiliary Lane	2223	11,128	12,897	1,769	$3,383,166	100.00%	$3,383,166
	Receiving lane for EBT					$3,383,166		$3,383,166
Collier Pkwy @ SR 54[6]	Interchange SR 54 Fly-over, WBL	810	8,844	19,328	10,484	$161,951,025	7.73%	$12,512,431
CR 54 @ I-75[6]	Interchange Reconstruction NBL, SBL	2343	18,268	22,434	4,166	$130,658,700	35.31%	$46,135,587
SR 56 @ I-75[6]	Interchange Reconstruction EBL, NBL, SBL	1668	18,661	27,842	9,181	$43,774,100	26.67%	$11,674,552
US 41 @ SR 54	Interchange[4] US 41 Fly-over, NBR,EBR,WBR - free flow turns	397	10,753	21,830	11,077	$160,000,000	3.58%	$5,734,405
SR 56 @ SR 581[6]	Each Approach - Triple Lefts, Three Thrus, Excl. Rights (EB	5028	8403	13,161	4,758	$3,768,700	100.00%	$3,768,700
						Total: $961,670,932	Intersection Total	$246,873,390

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EXHIBIT
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TABLE 21-14C

WIREGRASS DRI - PHASE 3

PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED 05/29/2007

Intersection	Improvement[7]	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	% Contribution[3]	Proportionate Cost
Notes:						Pasco: $900,254,704	Pasco:	$211,567,482
Future Proportionate Share payments will be adjusted to account for inflation based on the actual year of when the road improvement is to be constructe						$61,416,228	Hillsborough:	$35,305,908
(1) D7 October 2006 Construction Cost for 300 feet exclusive right turn lane is			$357,334					
Construction cost for 300 feet exclusive left turn lane is			$198,171					
For intesection turn lanes, assume each turn lane leg is 0.1 miles								
Total Construction Cost for 0.1 mile exclusive right turn lane is			$628,906					
Total Construction Cost for 0.1 mile exclusive left turn lane is			$348,781					
To obtain the total cost for the turn lane improvement, Right-of-way cost at a rate of 120% of construction cost (less scope contingency) was added to the construction costs								
Total Improvement Cost for 0.1 mile exclusive right turn lane is			$1,421,329					
Total Improvement Cost for 0.1 mile exclusive left turn lane is			$788,245					
(2) For through lanes, a transition length of 0.25 miles was used.								
Construction Cost for adding one mile of one (1) through lane on the inside	$5,987,905							
Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of 120% of construction cost is					$3,383,166			
(3) Before and After Improvement capacities were considered from HCS and Synchro software for the respective intersections								
(4)Total cost for new interchange at SR 54 and US 41 is			$160,000,000					
(5) Cost for modifying signal timings and or phasing =			$52,849					
15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.								
(6) Updated using costs from detailed concept plans - for detailed cost breakdowns, see attached worksheeet								
(7) Improvements provided are in addition to the 'Existing plus Committed' Improvements, with the exception of SR 56 @ SR 581								



EXHIBIT I

WIREGRASS RANCH TRANSPORTATION MITIGATION TABLE

WIREGRASS RANCH

DRI NO. 260

PASCO COUNTY

WIREGRASS - PHASE 1 TRANSPORTATION MITIGATION

Rev. July 13, 2007

Agreed Proportionate Share Requirements

	Gross Prop. Share	(TC/EC) Credit	Net Prop. Share
Phase 1	$ 271,950,301	$ 19,869,629	$ 252,080,672
Phase 2	$ 224,513,779	$ 19,869,629	$ 204,644,150
Phase 3	$ 82,699,738	$ 19,869,629	$ 62,830,109
Gross Total	*$ 579,163,818*	Net Total	*$ 519,554,931*

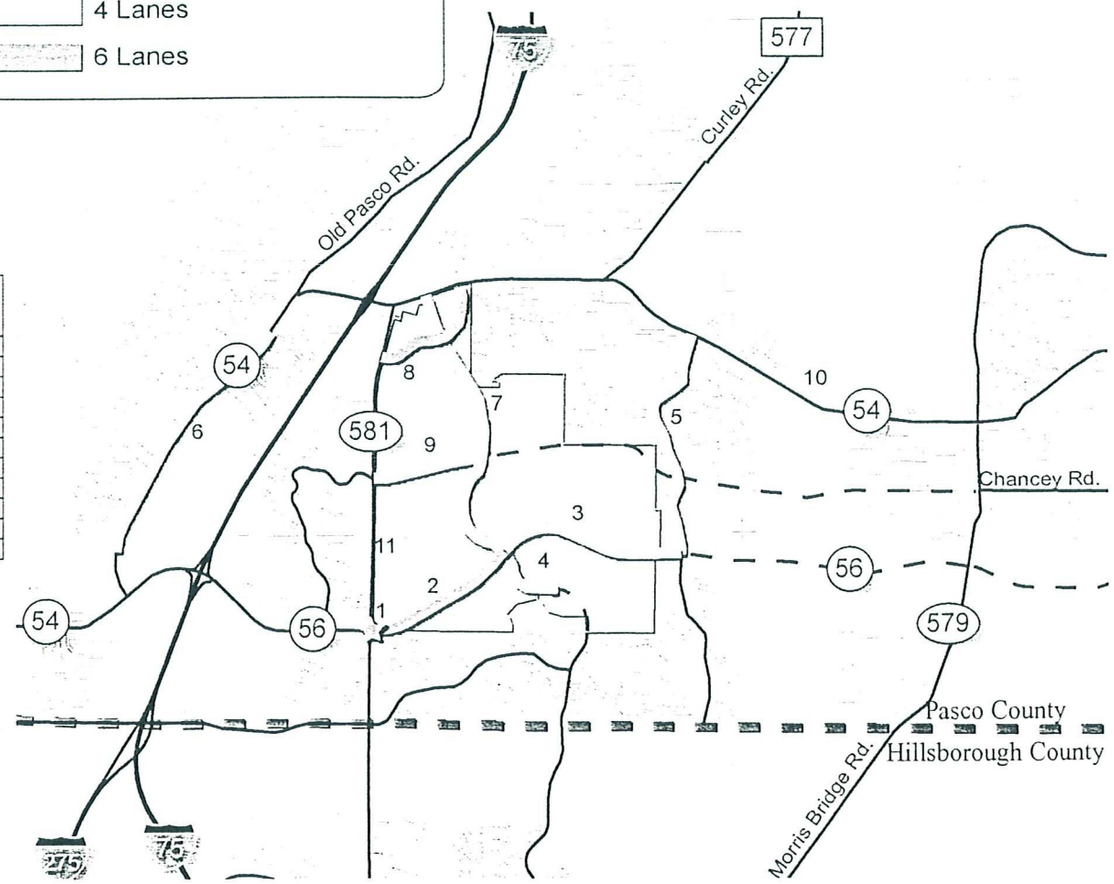
Proposed Phase 1 Pipeline Projects
Agreed Proportionate Share and Impact Fee Credits

	Roadway	Total Construction Cost	Proportionate Share Credit	Impact Fee Credit	Letter of Credit Due	Start Date
1	SR 56 / 581 Intersection	$ 3,768,700	100%	50%	03/31/2008	01/01/2008
2	SR 56 - 581 to Porter	$ 38,744,122	100%	50%	03/31/2008	01/01/2008
3	SR 56 - Porter to Meadow Pointe Blvd.	$ 25,424,258	100%	50%/100%	03/31/2008	01/01/2008
4	Mansfield Blvd.	$ 10,612,110	50%	50%	03/31/2008	06/01/2008
5	Meadow Pointe Blvd.	$ 26,394,393	100%	100%	10/01/2009	10/01/2012
6	CR 54 Widening	$ 45,275,094	100%	100%	10/01/2009	10/01/2012
7	Porter Blvd.	$ 52,703,893	50%	50%	10/01/2012	10/01/2015
8	SR 581 Realignment	$ 61,364,912	100%	67%	10/01/2012	10/01/2015
9	Chancey Road	$ 21,993,464	50%	50%	10/01/2012	10/01/2015
10	SR 54 ROW Acquisition Fund	$ 5,000,000	100%	100%	N/A	N/A
11	Park & Ride Facility	$ 3,454,459	100%	100%	N/A	N/A
	Total		*$ 252,080,672*			

Proposed Improvements
Final Configuration

4 Lanes

6 Lanes



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PASCO COUNTY

GRAPHIC REPRESENTATIONS ARE GENERAL IN NATURE AND SHOULD BE USED FOR PLANNING PURPOSES ONLY

TABLE 1
PROPOSED MITIGATION FOR WIREGRASS DRI - PHASE 1
Date 07/16/07

Item	Description	Improvement	Cost/Mile	Reference	Link Length (feet)	Link Length (mile)	Total Project Cost Source: District 7 Oct. 2006 Cost	Percentage Proportionate Share Credit	Total Proportionate Share Credit
1	SR 56/ SR 581 (FDOT ultimate intersection)	n/a	n/a	County's Final Proportionate Share	n/a	n/a	$3,768,700	100%	$3,768,700
2	SR 56 - from SR 581 to Porter Blvd.	2 lanes to 6 lanes	n/a	County's Final Proportionate Share	8,501	1.61	$38,744,122	100%	$38,744,122
3	SR 56 - from Porter Blvd. to Meadow Pointe Blvd.	2 lanes to 4 lanes	n/a	County's Final Proportionate Share	8,976	1.70	$25,424,258	100%	$25,424,258
4	Mansfield Blvd. - from SR 56 to School Entrance	New 4 lanes	$18,461,922	VII	3,035	0.57	$10,612,110	50%	$5,306,055
5	Meadow Pointe - from SR 54 to SR 56	2 lanes to 4 lanes	$10,270,191	IX	13,554	2.57	$26,394,393	100%	$26,394,393
6	CR 54 Widening - CCTC to Magnolia Drive	2 lanes to 4 lanes	n/a	Meeting 07/12/07	n/a	n/a	$45,275,094	100%	$45,275,094
7	Porter Blvd. - from SR 54 to SR 56	New 4 lanes	$18,461,922	VII	15,073	2.85	$52,703,893	50%	$26,351,947
8	[1]SR 581 Realignment	New 6 lanes	$36,097,008	I	8,976	1.70	$61,364,912	100%	$61,364,912
9	Chancey Road - from SR 581 to Porter Blvd.	New 4 lanes	$18,461,922	VII	6,290	1.19	$21,993,464	50%	$10,996,732
10	[2]SR 54 ROW Acquisition Fund	n/a	n/a	n/a	n/a	n/a	$5,000,000	100%	$5,000,000
11	Park & Ride Facility	n/a	n/a	Meeting 07/12/07	n/a	n/a	$3,454,459	100%	$3,454,459
						Total	$294,735,406		$252,080,672

Phase 1 Net Proportionate Share $252,080,672

Note:
1)[1] Realignment length was taken from County's Mitigation Proposal 06/13/07
2)[2] To Be paid on a "per trip" basis from the inception of Phase 1 development

Source:

Table 1A- Obtained from District 7 (October 2006) Transportation Cost

Ref.	Urban Road	Construction Cost Per Mile	Design & CEI Cost Per Mile	Total Cost Per Mile
I	6 Lane Roadway	$27,766,929	$8,330,079	$36,097,008
II	4 Lane Roadway	$23,008,377	$6,902,513	$29,910,890
III	2 Lane Roadway	$15,920,916	$4,776,275	$20,697,191
VI	Add Lanes(2 to 4)	$12,799,341	$3,839,802	$16,639,143
V	Add Lanes(4 to 6)	$13,660,167	$4,098,050	$17,758,217

Table 1B- County Methodology for Cost Calculations

Ref.	Urban Road	FDOT Subtotal Construction Cost Per Mile	Pasco County Construction Cost Per Mile	Design & CEI Cost Per Mile	Scope Contingency	Total Cost Per Mile
VI	6 Lane Roadway	$22,213,543	$18,881,512	$1,510,521	$1,888,151	$22,280,184
VII	4 Lane Roadway	$18,406,702	$15,645,697	$1,251,656	$1,564,570	$18,461,922
VIII	2 Lane Roadway	$12,736,733	$10,826,223	$866,098	$1,082,622	$12,774,943
IX	Add Lanes(2 to 4)	$10,239,473	$8,703,552	$696,284	$870,355	$10,270,191
X	Add Lanes(4 to 6)	$10,928,134	$9,288,914	$743,113	$928,891	$10,960,918

Calculation:
1 Subtotal construction cost per mile was taken from District 7 (October 2006) cost
2 Total construction cost per mile is 85% of FDOT District 7 (October 2006) cost
3 Design and CEI is 8% of the Pasco County construction cost.
4 Contingency cost is 10% of the Pasco County construction cost

Exhibit "I"

Wiregrass DRI Transportation Mitigation Terms and Conditions:

1. The Owner/Applicant and the County have agreed on the specific pipeline projects required for Phase 1 as identified on Page 1 of this Exhibit I. The remaining pipeline project(s) for Phases 2 and 3 shall be determined by mutual agreement prior to the completion of Phase 1, or March 1, 2012, whichever is first to occur. The County has agreed to the total construction costs for all the pipeline projects, except for the Park and Ride Facility, for which a conceptual cost estimate only has been included on Page 1. The final agreed to construction costs for the Park and Ride Facility shall be set forth in the Development Agreement. To the extent the final proportionate share credit amount set forth on Page 1 of this Exhibit I and the DA, for the Phase 1 mitigation plan, is less than, or exceeds, the required proportionate share amount for Phase 1, then such credit excess (or shortfall) shall be applied to Phase 2, at the time the Phase 2 pipelines are established.

2. As reflected in the tables set forth on page 1 of this Exhibit I, Wiregrass DRI shall receive proportionate share credit for the pipeline projects to the extent, and as set forth, on Page 1 of this Exhibit I. All such credits shall be provided at the same cost as set forth in this Exhibit I (or the DA for the Park and Ride Facility), regardless of the actual cost of construction for such pipeline project.

3. The Phase 1 pipeline projects and proportionate share credit agreed to by Owner/Applicant and the County include the third and fourth lanes of some internal regional collector roadways (Porter, Mansfield, and Chancey) (the "Internal Collector Roadways"). These Internal Collector Roadways would not generally be considered by the County to be viable pipeline projects or proportionate share creditable, because (1) the Internal Collector Roadways were not identified as needed improvements in Exhibit H (the Proportionate Share Calculation Table), and (2) the Internal Collector Roadways are necessary to some extent for the internal development of the DRI. However, the County has agreed that it is in the public interest to include the third and fourth lanes of these roadways as pipeline projects and provide proportionate share credit for the cost of constructing the third and fourth lanes of these Internal Collector Roadways due to the following unique circumstances relating to the Wiregrass DRI: (1) the Wiregrass DRI is uniquely surrounded by 3 major arterial roadways and close to I-75, and the third and fourth lanes of the Internal Collector Roadways serve as parallel collectors to partially relieve congestion on the surrounding arterial and interstate network, (2) the Wiregrass DRI is uniquely surrounded by three existing Developments of Regional Impact with substantial existing development, (3) the Internal Collector Roadways serve unique public facilities provided by the Wiregrass DRI Owner/Applicant, including a National Tennis Center, a Government Services Building, a High School/Middle School site, 3 Elementary School sites, and potentially a 4th Elementary School site and Community College site, (4) the Wiregrass DRI contains land uses estimated to generate over 20,000 p.m. peak hour gross trips and over Five Hundred Million Dollars worth of proportionate share mitigation at buildout of Phases 1 through 3. Notwithstanding the foregoing, the County has specifically **not** provided any proportionate share credit or impact fee credit for the first two lanes of construction, or four lanes of right of way, for the Internal Collector Roadways, because the County has determined, consistent with prior policy and legislative declarations in the Transportation Impact Fee Ordinance and Section 610.3 of the Land Development Code, that these portions of the Internal Collector Roadways are site access related improvements that primarily serve the internal development of the DRI. The County has additionally determined that the provision of proportionate share credit and impact fee credit for the third and fourth lanes of the Internal Collector Roadways shall not serve as a legal or policy precedent for any other DRI or non-DRI project that does not meet **all** of the unique criteria of the Wiregrass DRI as set forth in this paragraph.

4. The deadlines for provision of a letter of credit, bond, or other surety or guarantee acceptable to the County for each pipeline improvement are set forth in the tables contained on Page 1 of this Exhibit I and in the entitlement-related letter of credit/ bond/surety requirements set forth below, for each respective pipeline project. Similarly, the deadline for each construction commencement date is set forth therein. All construction completion deadlines shall be 18 months after the commencement of construction, unless extended in the DA by agreement of the County (based upon particular circumstances related to such pipeline).

5. Based upon a comparative analysis of expected trip generation versus levels of entitlements for various stages of development within Phase 1, Wiregrass DRI may proceed with the following:

   (i) Upon provision of the letter of credit, bond or other surety for pipelines #1, 2, 3, 4, and 5, plats (or construction plan approvals where no plat is required) may be procured for up to 1,380 single family units and 620 townhome units and C.O.'s may be procured for up to 800,000 sf retail space (not including the previously approved Wal-Mart store on Parcel C-2 or JC Penney store on Parcel C-6) or equivalent p.m. peak hour trips allowed pursuant to the DO and Equivalency Matrix; and

   (ii) Upon provision of the letter of credit, bond or other surety for pipelines #1-6, inclusive, and provision of the required easement agreement for mitigation item #11, plats (or construction plan approvals where no plat is required) may be procured for up to 2,380 single family units, 620 townhome units and 1,000 multifamily units and construction plan approvals for up to 1,000,000 sf retail space (not including the previously approved Wal-Mart store on Parcel C-2 or JC Penney store on Parcel C-6) or equivalent p.m. peak hour trips allowed pursuant to the DO and Equivalency Matrix; and

   (iii) Upon provision of the letter of credit, bond or other surety for all Phase 1 pipelines, other than item #10 (which is a per-trip fee), and provision of the required easement agreement for item #11, plats/construction plan approvals may be procured for up to the total, aggregate Phase 1 entitlements.

   Notwithstanding the foregoing, there is no limitation on the timing (including the advancement within Phase 1 or from Phase 2 or Phase 3 forward) of any specifically approved Town Center, Office/Employment Center, or other Limited Exemption entitlements authorized by this DO and the County's Concurrency Management Ordinance.

6. Provided the Applicant/Owner (or its designee) meets all deadlines required on page 1 of this Exhibit I and the entitlement-related letter of credit/bond/surety requirements set forth above (unless otherwise provided in the zoning approval for any project set forth below), then the following interim projects are authorized: (i) Parcel C-2 may receive C.O.'s upon completion of the previously-approved FDOT/Wal-Mart interim improvements; (ii) Parcel C-6 may receive C.O.'s upon completion of SR 56 from SR 581 to the Parcel C-6 commercial entrance, including the 56/581 intersection improvements (per approved FDOT plans); (iii) Parcel(s) S1 and/or S3 may receive up to 1,000 platted residential units upon completion of Chancey Road (4 lanes) from SR 581 to the S1 entrance; and (iv) Parcel(s) S1 and/or S3 may receive up to 1,000 additional platted residential units upon completion of Mansfield Blvd. (4 lanes from SR 56 past the high school entrance, and two lanes south to Meadow Pointe subdivision). Such interim projects are also subject to all applicable zoning, plan approval, and other County Development Order, Land Development Code, Code of Ordinance and Comprehensive Plan requirements, as well as any requirements imposed by the Florida Department of Transportation and other agencies with jurisdiction.

7. The Phase 1 pipeline projects for SR 56 require the Applicant/Owner (or its designee) to add lanes 3 through 6 (Pipeline #2, from SR 581 to Porter Blvd.) and lanes 3 and 4 (Pipeline #3, from Porter Blvd. to Meadow Pt. Blvd.) to an existing

DO and DA obligation of Wesley Chapel Lakes DRI to build the first 2 lanes of SR 56 through Wiregrass DRI. Therefore, Wiregrass DRI has been provided no proportionate share credit for the first 2 lanes of SR 56 (a credit reduction of $33,505,814). Notwithstanding approval of this DO, Wesley Chapel Lakes DRI shall remain legally obligated for the complete cost of construction of the first 2 lanes of SR 56, the necessary SR56/SR581 intersection improvements, and the necessary SR 56/Meadow Pointe Boulevard intersection improvements, and shall only receive proportionate share and impact fee credits therefor, as limited by and set forth in the DO and DA for Wesley Chapel Lakes DRI. Commencement of pipeline #2 (S.R. 56-581 to Porter) shall constitute commencement of pipeline #3 (S.R. 56-Porter to Meadow Pointe Blvd.).

In the event Wiregrass DRI elects to construct the first 2 lanes pursuant to the existing SR 56 Road Agreement between and among Wiregrass DRI, Wesley Chapel Lakes DRI, and the County, Wiregrass DRI reserves the right to negotiate for a cost contribution from Wesley Chapel Lakes DRI for the initial 2 lanes of SR 56, the SR 56/SR 581 intersection, and the SR 56/Meadow Pointe Boulevard intersection, up to the full amount of the proportionate share (FDOT cost) credit reduction that has been made by the County to Wiregrass DRI. Absent a mutual agreement between Wiregrass DRI and Wesley Chapel Lakes DRI for such 2 lane contribution amount, and intersection contribution amounts, Wiregrass DRI shall not be obligated to construct the initial 2 lanes or the intersections under this DO, but shall be required to add the additional lanes (beyond 2 lanes) pursuant to this DO, when Wesley Chapel Lakes DRI fulfills its DO/DA obligations. Provided, however, in no event shall Wiregrass DRI be relieved of any of the deadlines or letter of credit/bond/surety requirements for S.R. 56, or the SR 56/581 intersection, set forth in this Exhibit I.

8. The cost basis for the proportionate share obligation and for each pipeline is set forth on page 1 of this Exhibit I. With respect to FDOT projects, the October 2006 cost estimates published by FDOT District 7 have been utilized, as required by FDOT and the County. The Phase 2 and Phase 3 proportionate share amounts on Page 1 of this Exhibit I (as adjusted pursuant to Note 1 above) shall be inflated to the time of payment and/or project identification using the indexing rates of Pasco County's Transportation Impact Fee Ordinance. The Phase 1 developer construction projects shall be constructed by developer regardless of actual cost. However, in the event the FDOT-published construction cost figures utilized herein for the current DRI proportionate share calculations are decreased subsequent to adoption of this DO, then the Applicant/Owner shall have the right to recalculate the required proportionate-share mitigation amount for Phase 2 and 3 only (as adjusted pursuant to Note 1 above), based upon such adjusted FDOT cost figures. Any required adjustment shall be substituted as Exhibits H and I to this DO, after approval thereof by the County, and reflected by appropriate amendment(s) to any related DA for Wiregrass Ranch DRI.

9. Impact fee credits will be provided based upon the applicable percentage of the total construction cost amount set forth on page 1 of this Exhibit I, or actual cost, whichever is less, subject to the requirements of the DA and the Transportation Impact Fee Ordinance. No fee credits shall be acknowledged by the County for any developer, builder, or parcel buyer within Wiregrass DRI except upon presentation by such party of a written, executed, and notarized assignment of impact fee credits from the legal entity that owns/holds such credits. Notwithstanding anything to the contrary in this Exhibit I, no impact fee credits shall be provided for the FDOT and County required Wal-Mart interim improvements required pursuant to the FDOT Settlement Agreement and prior County approvals for Wal-Mart, nor for the prior interim improvements made for the JC Penney store. The CIP allocations for the fee credits, including recognition of the prior impact fees already paid for the JC Penney store, shall be addressed in the DA. Phase 1 pipeline #3 (SR 56 from Porter Blvd to Meadow Pointe Blvd) shall receive 50% impact fee credit for the on-site portion and 100% credit for the off-site portion, subject to the above provisions. Impact fee credits for pipeline project #1 (the 56/581 intersection) shall be reduced by any impact fee credits

provided to the Wesley Chapel Lakes DRI or the Seven Oaks DRI for their required contributions to said project.

10. The Office/Employment Center (EC) and Town Center (TC) credit assumes such entitlements comply with the LDC criteria for TND Town Center and Corporate Business Park/Targeted Primary Businesses/Industrial Use portion of Employment Center. Failure to develop any portion of the foregoing entitlements in accordance with such criteria shall require payment of a pro rata share of (or identification of a mitigation pipeline for) the proportionate share to Pasco County, which shall be applied toward one or more of the improvements in Exhibit H (the Proportionate Share Calculation table) or toward alternate road or mobility improvements that benefit the improvements in Exhibit H. The portion of the foregoing entitlements that complies with such criteria is responsible only for the payment of transportation impact fees to address their proportionate share obligation, subject to any incentives granted pursuant to the Pasco County Economic Development Incentive Ordinance. Pasco County shall address the proportionate share obligation for compliant EC and TC entitlements through the application of transportation impact fees or other revenue sources toward one or more of the improvements listed in Exhibit H (the Proportionate Share Calculation Table) or toward alternate road or mobility improvements that benefit the improvements in Exhibit H.

11. The alignment for SR 581 through Wiregrass DRI shall be mutually agreed by the Applicant/Owner and the County, and is subject to FDOT approval and permitting. The County agrees that impacts to wetlands shall be avoided where practical, provided that FDOT and County road design requirements can be met, and provided that the alignment is flexible to allow Wiregrass DRI to maximize the feasibility and marketability of frontage parcels along the SR 581 re-alignment (due to the increased quantity of donated right-of-way acreage that is required for such re-alignment). The County also agrees to support the request for signalization at the Porter Blvd. and SR 581/Loop Rd. intersections at SR54, subject to the FDOT design approval and permitting process for such pipeline. No frontage road system will be required within Wiregrass DRI for the SR 581 re-alignment, due to the increased quantity of donated right-of-way that is required for such pipeline, provided however, that appropriate interconnects will be required between adjacent parcels.

12. The Phase 1 SR 54 Right-of-Way fund contribution (Curley Road to Morris Bridge Road) shall be made on a per-trip basis, at the rate of $576.57 per trip ($5,000,000/8,672 Phase 1 peak hour trips), payable at the same time as transportation impact fees through the completion of Phase 1 entitlements, but in any event prior to December 31, 2016. No bond or surety is required for this mitigation item.

13. With respect to the Phase 1 CR 54 pipeline #6 project, the County will be responsible for all design and permit approvals and right-of-way acquisition (this cost already has been deducted from the pipeline credit amount to Wiregrass DRI, which is obligated for construction costs, only, as to this pipeline project). Wiregrass DRI will be required to commence construction by 10/01/12 or 6 months following acquisition of all right-of-way and design/permit approvals by the County, whichever is later. Letter of credit, bond, or other surety shall be provided prior to October 1, 2009.

14. The Park & Ride Facility (item #11) for Phase 1 may be located by the Applicant/Owner within any DRI parcel that borders existing SR 581. The facility shall consist of 150 parking spaces to be designed, permitted and constructed by Applicant/Owner, or its designee. The facility must have reasonable access to SR 581, but need not directly abut SR 581. Fee simple ownership and use of the land containing the facility may remain titled in owner or its designee, and a permanent, non-exclusive easement agreement for use of the 150 park-and-ride spaces, in favor of the County or its designated agency, shall suffice for dedication or provision of said facility as the required mitigation

pipeline contemplated herein. The Park and Ride Facility shall also be made available to the Hillsborough Regional Transit Authority (HARTline), including, but not limited to, for HARTline routes 51X (the New Tampa/Pasco Express Route) and 52LX (the U.A.T.C./New Tampa/Pasco Limited Express Route).

15. To the extent funds from other sources become available in the County's Capital Improvement Program as a result of the commitment to construct the C.R. 54 widening project (project #6), the County may utilize such funds for improvements to I-75. The County may also utilize Phase 2 or Phase 3 proportionate share funds for improvements to I-75.

16. The DA shall incorporate the foregoing terms and conditions, and shall be materially consistent with this Exhibit I, and the related terms of the DO.

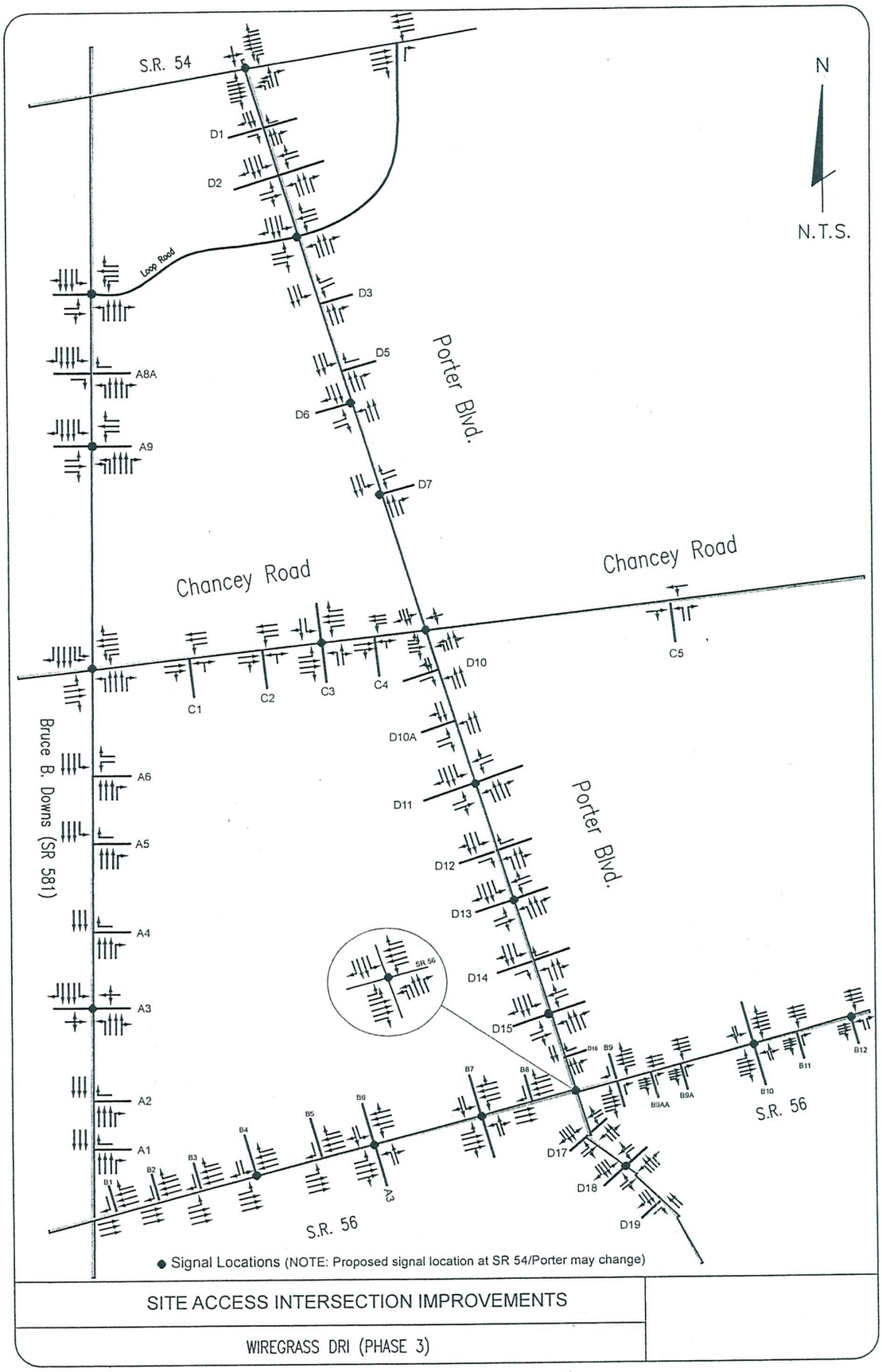
EXHIBIT J

SITE ACCESS/INTERSECTIONS

WIREGRASS RANCH

DRI NO. 260

PASCO COUNTY

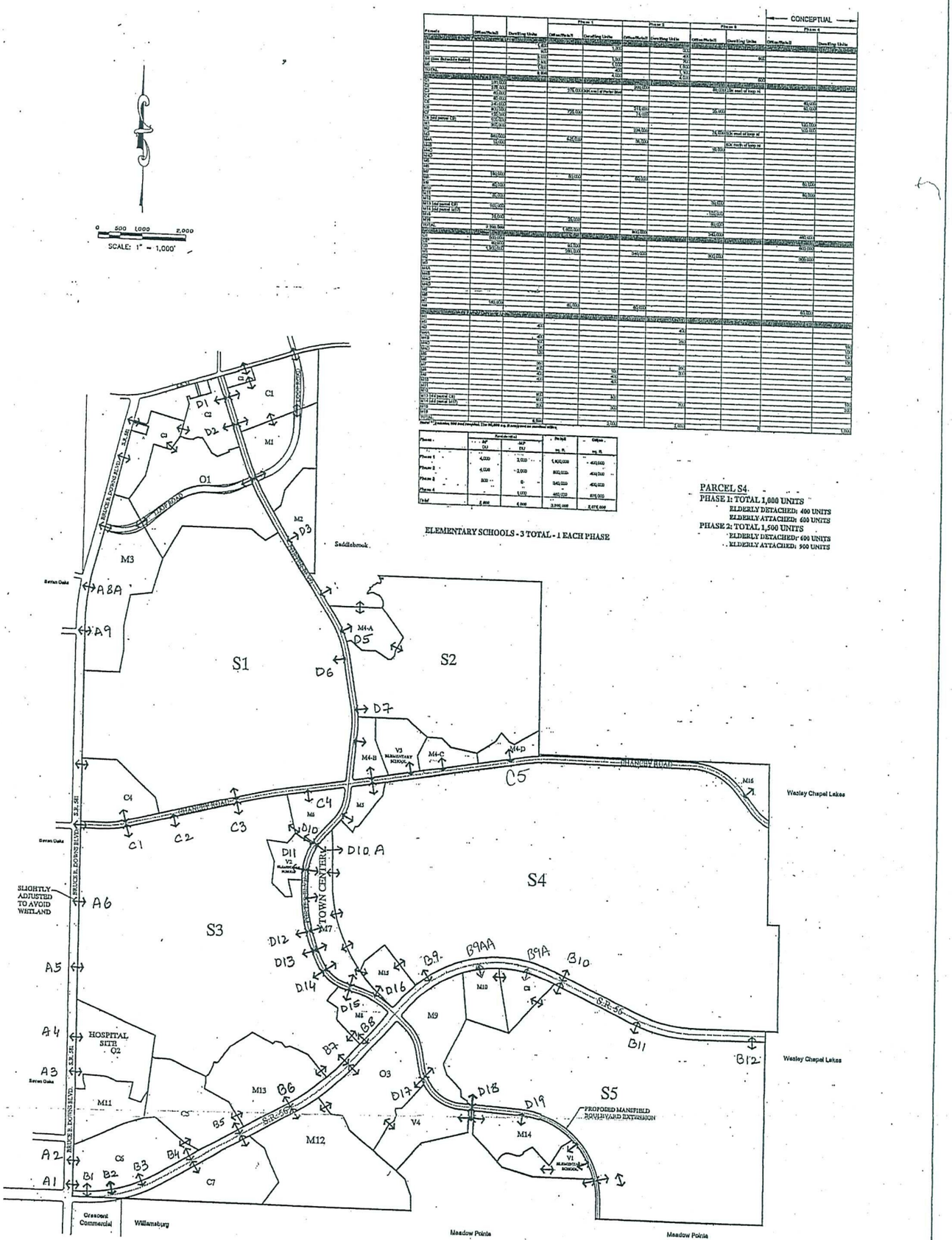


SITE ACCESS INTERSECTION IMPROVEMENTS

WIREGRASS DRI (PHASE 3)

EXHIBIT J

1 of 2



LEGEND

CONCEPTUAL ACCESS POINTS (SUBJECT TO FINAL DESIGN AND ENGINEERING)

CONCEPTUAL ACCESS EXHIBIT
WIREGRASS
PASCO COUNTY, FLORIDA

PREPARED BY:

King ENGINEERING ASSOCIATES, INC.

NO.	DATE	DESCRIPTION	APP'D BY
3	2-03-06	REVISED ACCESS LOCATIONS	SDS
2	7-21-05	REVISED ACCESS LOCATIONS	SDS
1	8-5-04	REVISED ACCESS LOCATIONS	SDS

JOB NO. 3109-301-000
DATE 06/15/04
SCALE 1"=1,000'
DRAWN BY BAB

B-1-1

EXHIBIT J
2 of 2

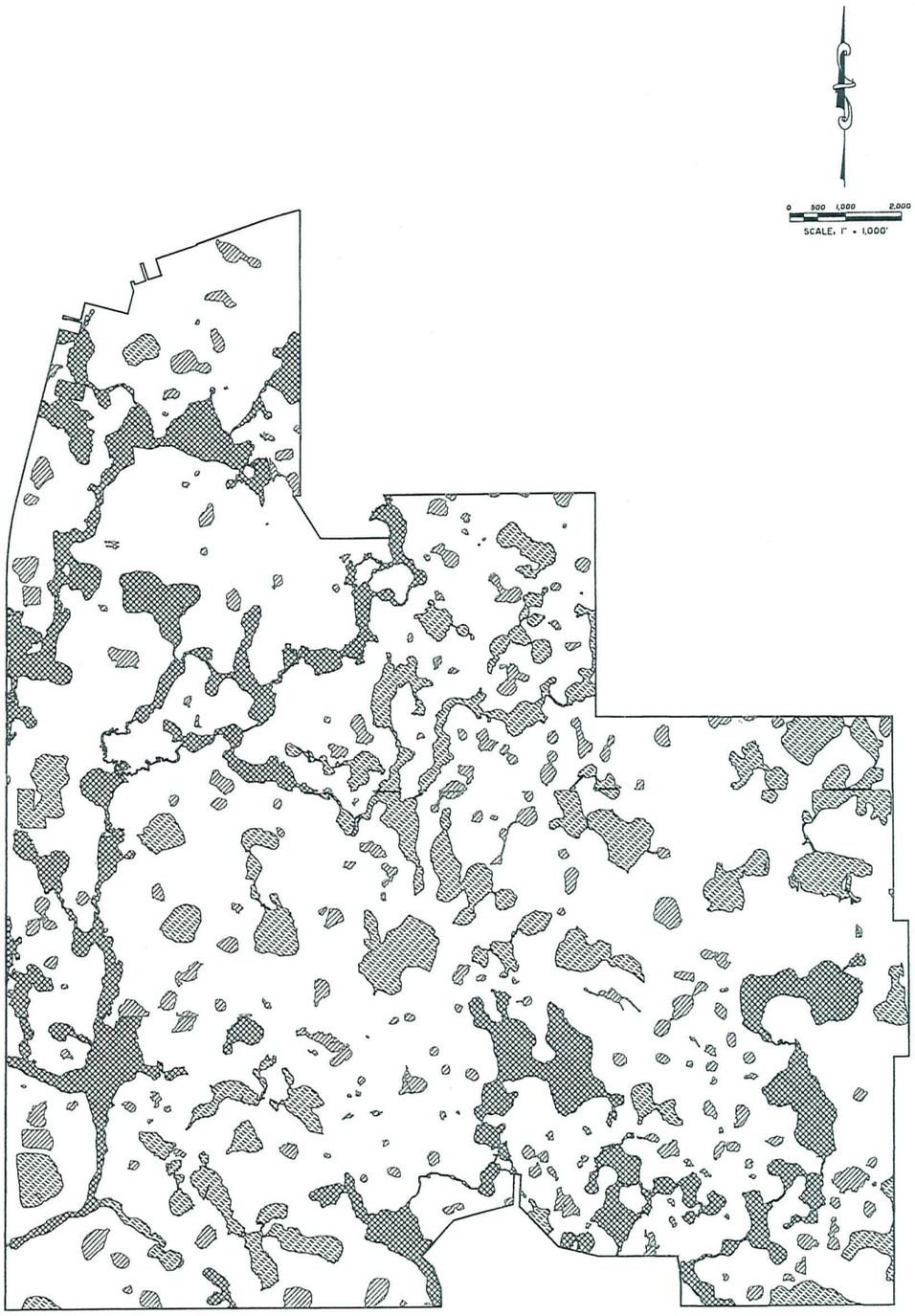
EXHIBIT K

WETLANDS CATEGORIZATION MAP

WIREGRASS RANCH

DRI No. 260

PASCO COUNTY



LEGEND

- CATEGORY I
- CATEGORY II
- CATEGORY III

NOTE:
WETLAND LIMITS AND CATEGORIZATION SHOWN ARE A COMBINATION OF APPROVED DELINEATIONS AND PRELIMINARY ESTIMATES AND MAY BE SUBJECT TO REVISION DURING FINAL AGENCY REVIEW AND PERMITTING.

EXHIBIT K

PRELIMINARY WETLAND CATEGORY EXHIBIT

WIREGRASS

PASCO COUNTY, FLORIDA

PREPARED BY:

King
ENGINEERING ASSOCIATES, INC.
4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
Engineering License #2610

NO.	DATE	DESCRIPTION	APPR. BY

JOB NO. 3109-501-000
DATE 04/03/07
SCALE 1"=1,000'
DRAWN BY BAB

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

H:\PLANNING projects\3109\501\000\Exhibits\wetland category exh.dwg, April 24, 2007 3:44 PM, BAB, King Engineering Associates Inc.

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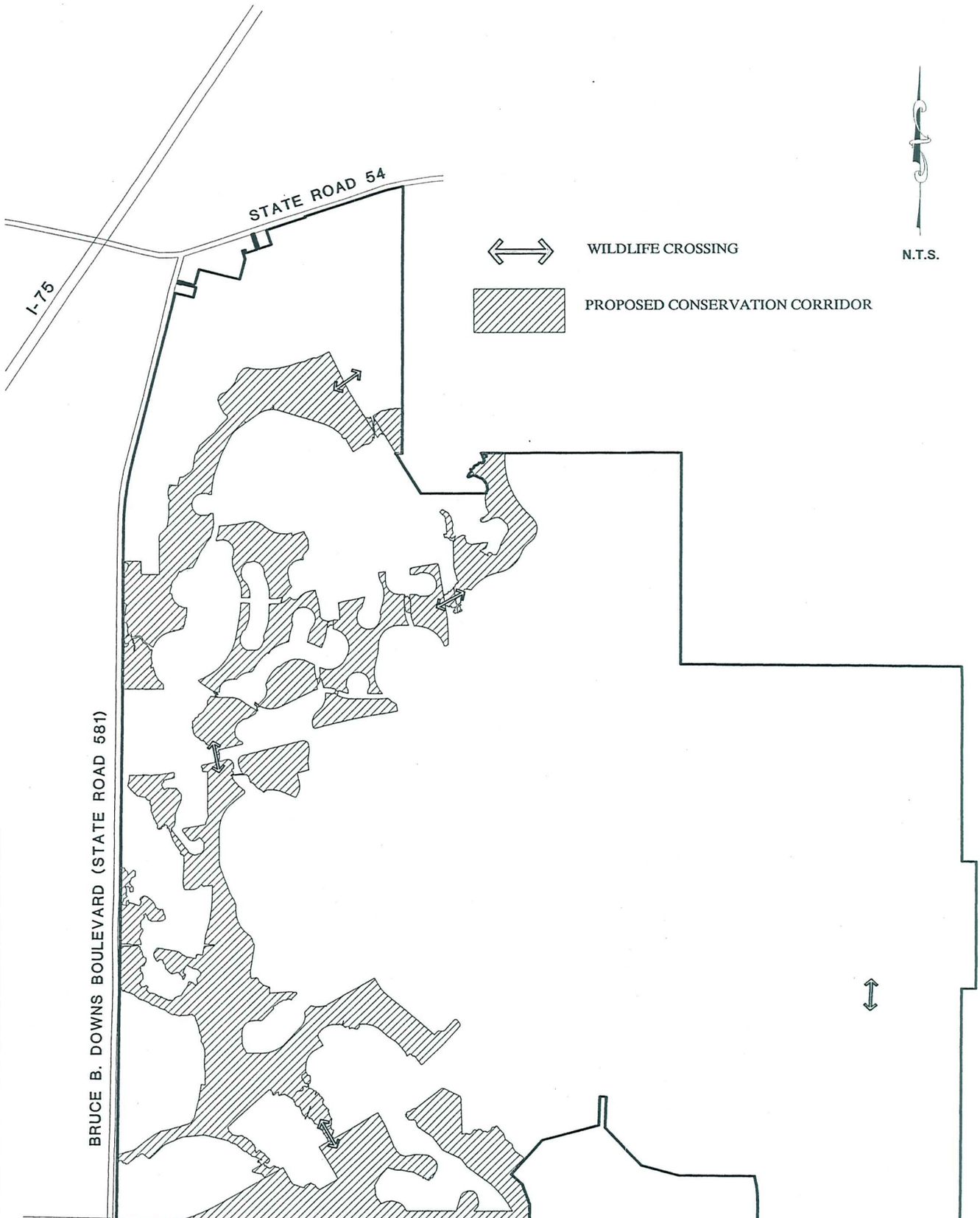
EXHIBIT L

CONSERVATION CORRIDOR

WIREGRASS RANCH

DRI No. 260

PASCO COUNTY



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WIREGRASS DRI
PASCO COUNTY, FLORIDA

DEVELOPMENT ORDER
EXHIBIT L
CONSERVATION CORRIDOR

King ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
ENGINEERING LICENSE #00002610
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

JOB NO. 3109-301-000
DATE: 06-12-07
SCALE: N.T.S.

EXHIBIT M

SETTLEMENT AGREEMENT WITH PASCO COUNTY AND FDOT DATED DECEMBER 22, 2006

WIREGRASS RANCH

DRI No. 260

PASCO COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
Haydon Burns Building
605 Suwannee Street
Tallahassee, Florida

WAL-MART STORES EAST, LP,

Petitioner,

vs.

DOT CASE NO. 06-007

DEPARTMENT OF TRANSPORTATION,

Respondent,
_____/

STIPULATION OF SETTLEMENT

Petitioner, WAL-MART STORES EAST, LP, (hereinafter WAL-MART), and Respondent, DEPARTMENT OF TRANSPORTATION (hereinafter DEPARTMENT), together with GOODMAN PROPERTIES, INC. (hereinafter GOODMAN), WIREGRASS RANCH, INC. (hereinafter WIREGRASS), and the BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA (hereinafter COUNTY) hereby enter into a Stipulation of Settlement for the purpose of resolving the issues raised in the above-captioned proceeding.

WHEREAS, the DEPARTMENT, on January 18, 2006, sent a Proposed State Highway Access Driveway/Connection Notice of Intent to Deny Permit for application number 05-A-789-0088 to WAL-MART regarding WAL-MART's application for a driveway connection located at State Road 54 and Porter Boulevard in Pasco County, Florida; and

WHEREAS, Application number 05-A-789-0088 sought approval by **WAL-MART** to install a full median opening with a traffic signal at the intersection of State Road 54 and Porter Boulevard (the SR 54/Porter Boulevard Signalized Median Opening) in connection with the construction of a **WAL-MART** and Supercenter pursuant to DRC approval by the **COUNTY**; and

WHEREAS, **WAL-MART** filed a Petition for Formal Administrative Hearing on February 10, 2006, to contest the **DEPARTMENT's** Notice of Intent to Deny Permit; and

WHEREAS, through subsequent negotiations on April 26, 2006, the **DEPARTMENT**, **WAL-MART**, and the substantially interested parties **GOODMAN, WIREGRASS** and **COUNTY**, agreed to the following as an amicable resolution to this case;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES:

1. Upon approval of this Stipulation of Settlement by Final Order entered by the **DEPARTMENT**, the aforesaid Proposed State Highway Access Driveway/Connection Notice to Deny Permit for Application number 05-A-789-0088 shall be deemed vacated and of no further force and effect. The **DEPARTMENT** hereby approves those certain roadway improvements described in Composite Exhibit A hereto (the "Roadway Improvements), which are to be installed by **WAL-MART.**

2. **WAL-MART's** engineers shall submit to the **DEPARTMENT** sufficiently detailed construction plans for the Roadway Improvements, along with the appropriate **DEPARTMENT** application, which the **DEPARTMENT** shall review in accordance with the procedures and timeframes set forth in **DEPARTMENT** regulations, to determine if said construction plans are consistent with Exhibit A and if the construction plans meet

DEPARTMENT design approval. **WAL-MART's** engineers will review any comments issued by the **DEPARTMENT** as to said construction plans and will make any revisions necessary to bring said plans into compliance with Exhibit A and to meet **DEPARTMENT** design regulations. Within thirty (30) days after receipt of revised construction plans from **WAL-MART**, and upon **DEPARTMENT** approval, the **DEPARTMENT** shall issue a notice of intent (the Roadway Improvements NOI) to issue a permit for construction of the Roadway Improvements, and, within thirty (30) days after issuance of the Roadway Improvements NOI, which permit will authorize **WAL-MART** to install the Roadway Improvements.

3. Subsequent to entry of the Final Order approving this Stipulation of Settlement, the **DEPARTMENT, WAL-MART, GOODMAN** and **WIREGRASS** will engage in a traffic simulation analysis to be funded by the **DEPARTMENT** to determine the potential impact of future development by the parties on the SR 54 corridor between the I-75 interchange and the entrance to the Saddlebrook development (hereinafter "SR 54 Corridor"). The SR 54 traffic simulation analysis will be conducted in accordance with the Scope of Services – SR 54 Traffic Simulation Analysis – Pasco County ("Scope of Services"), a copy of which is attached hereto as Exhibit "B." The SR 54 traffic simulation analysis will include an analysis of future traffic operations using a traffic microsimulation tool such as CORSIM or SIM TRAFFIC. The parties shall agree upon which traffic microsimulation tool shall be used. While **COUNTY** will not participate in the SR 54 traffic simulation analysis, a copy of the completed analysis will be forwarded to the **COUNTY.**

4. It is the intent of the parties that the SR 54 traffic simulation analysis will be a collaborative effort by the **DEPARTMENT, WAL-MART, GOODMAN and WIREGRASS.**

All such parties will have approval authority of the data input and methodology for the analysis and agree to be obligated by the results of the analysis. All data necessary for the analysis shall be delivered to the **DEPARTMENT** in a reasonable time not to exceed 90 days from entry of the Final Order approving this Stipulation of Settlement. It is anticipated that the analysis will be completed within 90 days of the approval of the input data and methodologies by all parties. No party shall unreasonably delay completion of the SR 54 traffic simulation analysis.

5. The parties understand and agree that the SR 54 traffic simulation analysis will determine whether the SR 54 Corridor will fail the Level of Service standard at some point in the future at the SR 54/Porter Boulevard Signalized Median Opening. This determination will be made pursuant to the Scope of Services based upon all projected development traffic for which specific approval is requested in the Wiregrass Ranch Development of Regional Impact/Application for Development Approval ("Wiregrass Ranch DRI/ADA") including the **WAL-MART** and **GOODMAN** properties and background traffic projections which will be developed as part of the SR 54 traffic simulation analysis using the latest version of the Tampa Bay Regional Planning Model (TBRPM 5.1) refined to include socioeconomic data reflective of known proposed projects/developments in the area of the SR 54/Porter Boulevard Signalized Median Opening. In addition, based upon the DRI traffic study projections for each specific-approved phase of the Wiregrass Ranch DRI/ADA, the SR 54 traffic simulation analysis will determine: i) if the traffic signal at the SR54/Porter Boulevard Signalized Median Opening may need to be relocated east at some point in the future to the intersection of SR 54 and the SR 54 / SR 581 connector loop road as generally depicted on Map H of the Wiregrass Ranch DRI/ADA attached hereto as Exhibit "C" (the SR 54/Loop Road Intersection); and ii) if so, when such

relocation should be expected to occur based upon the current buildout projections for the Wiregrass Ranch DRI/ADA and other background traffic in the area, and iii) the relocation of the traffic signal to the SR54/Loop Road Intersection shall occur at the approximate year, if any, that unacceptable levels of service, including above average crashes, backing up and interfering with SR 54/SR 581 intersection, will occur along the SR 54 Corridor that may be attributable to the SR 54/Porter Road Signalized Median Opening and its relative proximity to SR 581 and I- 75, as determined by the analysis performed pursuant to the Scope of Services (the "Target Date").

6. No later than twelve (12) months prior to the Target Date, **WAL-MART, GOODMAN or WIREGRASS** may provide the **DEPARTMENT** with updated data and analysis reflecting actual conditions then existing in the SR 54 Corridor indicating that the Target Date will not occur as projected by the SR 54 Traffic Simulation Analysis performed pursuant to the Scope of Services. Such updated analysis may include, without limitation, the following:

A. Traffic counts at the SR 54/Porter Boulevard Signalized Median Opening;

B. Traffic counts at other locations along the SR 54 Corridor;

C. Information concerning roadway improvements not previously included in the SR 54 Traffic Simulation Analysis;

D. Data indicating that the increase in background traffic in the SR 54 Corridor has not occurred as projected; and

E. Any DRI buildout modification for the Wiregrass Ranch DRI (if approved).

Upon the receipt of such data and analysis, the **DEPARTMENT** shall be required to conduct a single new SR 54 traffic simulation analysis for the SR 54 Corridor to determine

whether the signal at the SR 54/Porter Boulevard Signalized Median Opening should be relocated to the SR 54/Loop Road Intersection and, if appropriate, a new Target Date. The inputs and methodologies for this updated analysis shall be agreed to by the requestor(s) and the **DEPARTMENT**. It is the intent of the parties that **WAL-MART, GOODMAN** or **WIREGRASS** can submit the above mentioned data, individually or jointly and upon receipt of final data by the three parties the Department will be required to conduct only one new SR 54 traffic simulation analysis.

7. If the traffic signal at the Signalized Median Opening is relocated: i) the cost of relocating the signal, to the SR 54/Loop Road Intersection, and related necessary intersection improvements, shall be borne 50% by **WAL-MART** and 50% by **GOODMAN**. It is the intent of **GOODMAN** and **WIREGRASS** that **GOODMAN** will be assigning its share of the potential relocation cost to the entity being established to construct and own the internal Wiregrass Ranch roads and infrastructure (the "Road Club"); ii) the SR 54 / Porter Boulevard intersection shall become a restrictive directional intersection with traffic movements limited to right in, right out and west bound to south turns onto Porter Boulevard from SR 54 iii) the SR 54/Loop Road Intersection shall become a full median signalized opening; iv.) all existing County deadlines, conditions and requirements relating to Porter Boulevard shall apply to the portion of the Loop Road that functions as the primary north-south road from S.R. 56 to S.R. 54, and the County may rename this portion of the Loop Road to Porter Boulevard; and v.) the County may rename existing Porter Boulevard some other name.

8. a. Pursuant to any approved DRI development order for the **WIREGRASS RANCH DRI** (DRI Approval), **WIREGRASS** shall be obligated to reserve additional right of

way for the potential realignment of Porter Boulevard and/or the Loop Road in order to maintain the primary north-south connector between SR 54 and SR 56, as generally depicted on Exhibit "C." Maintaining such primary north-south alignment will be necessary in order to have a full median opening and traffic signal at the intersection of the Loop Road (or Porter Boulevard if renamed in accordance with paragraph 7) and SR 54. If the DRI Approval occurs, **WIREGRASS** shall dedicate such additional right of way on or before the Target Date or new Target Date as determined herein, or the date set forth in the DRI Approval, whichever occurs first. **WIREGRASS** shall provide the realigned right-of-way, including any necessary land for drainage, wetland and floodplain mitigation needed for the ultimate construction of Porter Boulevard, at no cost to the County (collectively, the Realigned ROW); this obligation shall be binding upon **WIREGRASS'** successors and assigns who become owners of such Realigned ROW.

b. In addition, in the event **WIREGRASS** or any successor or assign seeks any Preliminary Development Agreement, sub-threshold DRI level of development, or other zoning, land use or development permit authorization for any portion of the land impacted by such potential future realignment of Porter Boulevard, as conceptually depicted on Exhibit "C", then such further development authorization shall include terms and conditions for such potential realignment of right-of-way as mutually acceptable to the County and **WIREGRASS. WIREGRASS** and/or its successors and assigns, shall provide the realigned right-of-way, including any necessary land for drainage, wetland and floodplain mitigation needed for the ultimate construction of Porter Boulevard, at no cost to the County. All other terms and conditions relating to the potential future realigned Porter Boulevard not set forth in this

Agreement shall be addressed in the conditions of the development authorization(s) for the land impacted by the potential future realignment of Porter Boulevard; this obligation shall be binding upon **WIREGRASS'** successors and assigns who become owners of such Realigned ROW.

9. The **COUNTY** agrees that this Stipulation of Settlement satisfies the following:

A. DRC Approval (a copy of which is attached as Exhibit D) – Recommendations 5; the first two sentences of 9; the first sentence of 13.

B. Rezoning Conditions (a copy of which is attached as Exhibit E) – Amended Conditions 9 and 11.

WAL-MART, GOODMAN and **WIREGRASS** acknowledge that the provisions of this paragraph are conditioned upon the issuance by FDOT of the Roadway Improvements NOI and construction by **WAL-MART** of the Roadway Improvements.

10. Each party will bear its own costs and attorneys' fees in this proceeding.

11. This Stipulation of Settlement constitutes a full and final compromise and settlement of all issues now pending herein and in any related matters, and each party agrees to release the other party from all claims, demands, and causes of action that would arise from the matters set forth in any pleading filed herein or in any related matters.

12. Each party acknowledges participation in the negotiation of the Stipulation of Settlement and agrees that no provision of this agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated, or drafted such provision.

13. The parties hereto represent and warrant that the terms of the Stipulation of Settlement were negotiated at arms length and this agreement was prepared without fraud, duress, undue influence, or coercion of any kind exerted by any of the parties upon the other, and that the execution and delivery of this Stipulation of Settlement is the free and voluntary act of each party hereto.

14. The Stipulation of Settlement is a compromise of disputed claims and causes of action, does not constitute an admission of liability by any party hereto, and shall never be treated as an admission of liability by any party hereto for any purpose.

15. The terms of this Stipulation of Settlement and the Final Order may only be modified by the PARTIES in the same manner as those documents were executed and adopted.

16. This Stipulation of Settlement hereby shall be governed by, interpreted, and construed in accordance with the laws of Florida. Nothing herein shall be construed to diminish the **DEPARTMENT'S** responsibility for coordinating the planning of a safe, viable, and balanced state transportation system.

17. Any failure of any party to insist upon the strict performance of any terms or provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof.

18. This document incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Stipulation of Settlement that are not contained in this document except as set forth in the Wiregrass Ranch DRI/ADA and applicable County development approvals and development

applications. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

19. This Stipulation of Settlement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns; provided, however, the obligations of **WAL-MART, GOODMAN,** and **WIREGRASS** may be assigned to the Wiregrass Ranch DRI developer(s)-of-record or to one or more property owners associations community development districts, or other DRI-related master infrastructure entity or similar designee, and upon such assignment, the assignor shall thereafter be relieved of future benefits and obligations hereunder, and expressly waive any third-party beneficiary status. The **DEPARTMENT** and the **COUNTY** shall be notified at least 30 days prior to execution of any such assignment. Notwithstanding anything in this paragraph 19 to the contrary, any assignment of **GOODMAN'S** and **WIREGRASS'** obligations under paragraphs 7 and 8, may only be accomplished upon the consent of the **COUNTY**.

20. Any required notices under this Stipulation of Settlement shall be provided to:

DEPARTMENT	District VII Secretary District VII General Counsel Department of Transportation 11201 N. Malcom McKinley Blvd Tampa, Florida 33612
WAL-MART	Wal-Mart Stores East, LP Attn: David Roetto, Real Estate Manager - 8703 2001 SE 10th Street Bentonville, AR 72716-0550
	Wal-Mart Stores East, LP. Attn: Bruce Wickline, Esq. – 8313 2001 SE 10th Street Bentonville, AR 72716-0550

Wal-Mart Stores East, LP
Attn: J. Chris Callaway, Assistant Vice President
2001 SE 10th Street
Bentonville, AR 72716-0550

WIREGRASS

Wiregrass Ranch Inc.
Attn: James Don Porter
1515 N. Riverhills Drive
Temple Terrace, FL 33617

With a Copy to:

Joel R. Tew, Esq.
Tew Barnes & Atkinson, LLP
PO Box 5124
Clearwater, FL 33758-5124

GOODMAN

Goodman Properties, Inc.
Attn: John W. Dowd, III, Senior Vice President of Development
777 S. Flagler Drive
Suite 1101 East Tower
West Palm Beach, Florida 33401

With a Copy to:

Goodman Properties, Inc.
Attn: Lawrence A. Silvestri, Esq.
777 S. Flagler Drive
Suite 1101 East Tower
West Palm Beach, Florida 33401

COUNTY

County Administrator
7530 Little Road, Suite 340
New Port Richey, FL 34654

County Attorney
7530 Little Road, Suite 340
New Port Richey, FL 34654

21. The parties stipulate to and request entry of a Final Order consistent herewith in DOT CASE NO. 06-007. The Final Order approving this Stipulation of Settlement shall be recorded in the public records of Pasco County, Florida. Prior to entry of a Final Order, this Stipulation of Settlement is contingent upon approval of the Secretary of the DEPARTMENT OF TRANSPORTATION or his authorized representative and the Board of County Commissioners of Pasco County, Florida. Until such approval is received, by issuance of a Final Order, no party incurs any liability or obligation whatsoever pursuant to this Stipulation of Settlement.

22. The parties acknowledge that this Stipulation of Settlement shall become final and binding upon the parties upon the occurrence of the following:

A. Execution by **WAL-MART, GOODMAN** and **WIREGRASS**.

B. Execution by the **COUNTY** after approval by the Pasco County Board of County Commissioners.

C. Execution by the **DEPARTMENT** after approval by the Secretary of FDOT.

The "Effective Date" shall be the date of the last execution of this Stipulation of Settlement, as set forth in A, B and C hereinabove.

23. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

Approved as to Legal Form
~~STIPULATED AND AGREED~~ to this 6th day of December, 2006.

Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458
Attorney for Respondent

By: _____
Erik R. Fenniman
Assistant General Counsel
Florida Bar No. 0673641

STIPULATED AND AGREED to this 22nd day of December, 2006.

Ruden, McClosky, Smith, Schuster & Russell, P.A.
200 E. Broward Boulevard, Fifteenth Floor
Post Office Box 1900
Ft. Lauderdale, Florida 33302
Attorney for Petitioner

By: _____
Glenn N. Smith
Florida Bar No. 165334

Dated: _____

Wal-Mart Stores East, LP

_____

By: J. Chris Callaway,
Assistant Vice President

Dated: 12/21/06

Florida Department of Transportation

Donald J. Skelton

By: Donald J. Skelton, P.E.
District VII Secretary

Dated: 12-5-06

Wal-Mart Stores East, LP

By: J. Chris Callaway,
Assistant Vice President 12/4/06

Approved as to legal terms only
by BEW
WAL-MART LEGAL DEPT
Date: 12/04/2006

Dated: _____

Florida Department of Transportation

_____
By: Donald J. Skelton, P.E.
District VII Secretary

Dated: 12/1/06

Goodman Properties, Inc.

Lawrence A. Silvestri

By: Lawrence A. Silvestri
Vice President

Dated: _____

Wiregrass Ranch, Inc.

_____

By: William H. Porter, President

12/4/06

Wiregrass Ranch, Inc.

William H. Porter

By: William H. Porter, President

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

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

ATTEST:

BY: _____ BY: _____
JED PITTMAN, CLERK ANN HILDEBRAND, CHAIRMAN

APPROVED

DATE: JAN 09 2007

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
OFFICE OF THE COUNTY ATTORNEY

_____
Attorney

ROADWAY IMPROVEMENTS

(i) Construction of a second eastbound through lane on State Road 54 through the Porter Boulevard intersection to a point approximately 1200-feet east of State Road 54 - Point Pleasant Boulevard intersection; and

(ii) Construction of a dedicated 790-foot right-turn lane on eastbound State Road 54 to Southbound Porter Boulevard; and

(iii) Construction of a dedicated 240-foot right-turn lane eastbound State Road 54 to First Chapel Outparcel "D"; and

(iv) Construction of 390-foot dual westbound left turn lanes on State Road 54 to southbound Porter Boulevard; and

(v) Traffic signal construction at the State Road 54 and Porter Boulevard intersection; and

(vi) Restriping of existing dedicated right turn lane to Point Pleasant Boulevard to a second westbound through lane on State Road 54 to provide for dual westbound through lanes on State Road 54; and

(vii) Construction of a second westbound left turn lane at the State Road 54 and State Road 581 intersection including necessary signal modifications at State Road 54 – State Road 581 Intersection; and

(viii) Restriping of the southbound receiving lanes on State Road 581 to receive second westbound to southbound left turn lane being added; and

(ix) Modification of eastbound State Road 54 to southbound State Road 581 right turn lane form free flow condition to yield condition to allow second westbound State Road 54 to southbound State Road 581 left turn receiving lane; and

(x) Addition of an overlap right turn phase for northbound State Road 581 to eastbound State Road 54; and

(xi) Median improvements at the proposed State Road 581 Access Road and State Road 581 intersection including median closure if required by FDOT and Pasco County.

ATTACHMENT "A"

SCOPE OF SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E) STUDIES

OPTIONAL SERVICES

TASK WORK ORDER #1

FOR

SR 54 PD&E STUDY

SR 54 TRAFFIC SIMULATION ANALYSIS

PASCO COUNTY

FINANCIAL PROJECT ID: 416561-1-22-01

EXHIBIT "B"

I. BACKGROUND AND PURPOSE

Services required of the Consultant under the Original Agreement provided for the preparation of Project Development and Environment (PD&E) Studies.

Optional Services Authorization #1 provides for the preparation of a detailed traffic simulation analysis along SR 54 of specific proposed developments (Wiregrass and Wal-Mart) and effects on the SR 54 PD&E corridor. The limits for this analysis will be on SR 54 from I-75 to Saddlebrook Way Main Entrance, in Pasco County.

II. SERVICES TO BE PROVIDED BY THE CONSULTANT

The CONSULTANT shall perform the following tasks as directed by the DEPARTMENT. The tasks below are in accordance with the standard scope (Engineering Section) and as modified below.

Data Collection

2.1 Field Review

The CONSULTANT shall conduct all anticipated meetings, field trips and presentations needed to collect engineering data and coordinate with the DEPARTMENT. It is anticipated that a maximum number of 3 field reviews, 4 meetings and 2 presentations will be required.

2.4 Existing Roadway Characteristics

The CONSULTANT shall collect information related to existing roadway conditions (number of lanes, land widths, turn lanes and storage lengths as needed for input into the analysis performed under Section 2.15.

2.6 Traffic Data

Traffic Data is to be provided by the District per the Wal-Mart Stipulation of Settlement and data collected under the Original Agreement to which this Scope of Services is an amendment. Traffic counts (two years or less) will be used for determination of the Annual Average Daily Traffic (AADT) conditions and A.M. and P.M. peak hour traffic conditions. The Consultant will supplement the available traffic counts and conduct traffic counts (A.M and P.M. Turning Movement Counts and 72 hour classification counts) for those locations where recent data is not readily available. Growth factors based on the last three years of available data will be used to bring recent counts to 2006 conditions.
In addition to counts performed in the original agreement, the CONSULTANT will furnish 8-hour manual vehicle turning movement counts (at 15-minute increments with hourly totals) for peak hours at the following intersections:

SR 54 @ I-75 West side
SR 54 @ I-75 East side

SR 54 @ SR 581
SR 54 @ Saddlebrook Way Main Entrance

The CONSULTANT will also obtain the current signal timings for the signalized intersections within the study area (3 locations – I-75 west, I-75 east, SR 581,)

The CONSULTANT will also collect traffic information in order to estimate traffic patterns for adjacent developments along the corridor that may impact the microsimulation analysis of the corridor.

2.11 Transportation Plans

The CONSULTANT shall obtain and review related to the years of the analysis:

- Development review information provided by Wiregrass and Wal-Mart developers
- Development Orders approved by the County
- County CIP and DEPARTMENT work program

2.13 Base Map

The CONSULTANT shall develop a base map showing the intersections for the purposes of documenting traffic volumes and other information that will be summarized in the related reports.

2.15 Analysis of Existing Conditions

The existing traffic occurring during the A.M. and P.M. peak hours will be evaluated for determination of the existing levels of service, delay, volume/capacity ratios, and travel speeds along SR 54 within the study limits. Prior to conducting the analysis, the traffic counts will be converted to AADTs and normalized to K100 conditions using FDOT-Approved K and D factors. Traffic conditions observed and measured in the field will be entered into a Synchro/Sim Traffic micro-simulation model. The calibration effort should show how well the model replicates existing conditions and in specific the maximum queuing at critical movements.

The results of tasks 1 and 2 will be summarized in an Existing Conditions Technical Memorandum (see 2.38).

2.18 Traffic Analysis

The current version of the Tampa Bay Regional Planning Model, Version 5.1 will be reviewed for reasonableness of the model validation year to determine the distribution and assignment or the traffic volumes compared with actual traffic counts and origin/destination travel patterns among the parallel roadways within and affecting the Study Area. The area of influence is bounded by SR 56 on the south, SR 52 to the north, US 301 to the east, and US 41 the west.

2.18.1 Adjust SE Data

A review of the socio economic data (ZDATA) files will be conducted to determine whether the projected land use densities and intensities include the more recent developments with and influencing the Study Area. At a minimum it is anticipated that the following recent DRI's in the area of influence are or will be included in the model:

Approved

Seven Oaks (FKA Saddlebrook Village)
Cypress Creek
Oakley Plaza
Meadow Pointe
Northwood
Cannon Ranch
Cypress Creek Town Center
Wesley Chapel Lakes
New River

Proposed

Epperson Ranch
Two Rivers
Pasco Town Center
Wiregrass Ranch

A review of the Master Planned Unit Developments (MPUDs) by Pasco County will be conducted to ensure that their development levels are included in the future socio economic (ZDATA) data for the opening, interim, and design year (2010, 2020, and 2030). These adjustments to the socio economic data will be made based on coordination with the Tampa Bay Regional Planning Council, Pasco County, and the District. The Traffic Analysis Zones (TAZs) will be adjusted to reflect the travel patterns by refining the loadings locations (centroid connectors) of the ZDATA along and influencing the Study Area.

2.18.2 Adjust roadway network

The TBRPM road network will be reviewed and developed corresponding to the time frames for the opening year, interim year, and the design year based on the road improvements currently funded in the adopted and tentative District's Five Year Work Program, Pasco County's Capital Improvement Plan (C.I.P.), and privately funded roadways committed by the developers (i.e. SR 56 extension, Porter Boulevard, Chancey Road, Meadow Pointe Boulevard extension, and County Line Road extension).

The analysis shall also take into account the cost affordable network for the District and Pasco County; i.e. – improvements on the District's and Pasco County's long range plans which are not presently funded, but for which funding is anticipated to be obtained.

2.18.3 Develop Annual Average Daily Traffic

Based on coordination with the District, the TBRPM model volumes will be developed for the opening year, interim year, and design year conditions (2010, 2020 and 2030) as well as the years 2013 and 2016, reflective of phases II and III of the Wiregrass development[1]. The TBRPM future year volumes will be reviewed for reasonableness and as necessary, will be

[1] Phases I and IV of Wiregrass DRI will be assumed to coincide with TBRPM model years 2010 and 2030.

refined through this Sub-Area validation effort. Roadways that are not within reasonable forecast parameters will be adjusted based on the Florida Department of Transportation's (FDOT) Design Traffic Handbook and NCHRP 255 method in order to smooth the model derived volumes that are under/over forecasted by the TBRPM Model.

2.18.4 Development of DDHV's and Turning Movement Volumes

The AADT developed on the previous task will be converted to Directional Design Hourly Volumes (DDHVs) using FDOT approved K, D and T factors. A technical memorandum *SR 54 Project Traffic Forecasts* (see 2.38) will be produced, summarizing the efforts of tasks 2.18.1 through 2.18.4.

2.18.5 Development of Future Roadway and Signalization information for use in microsimulation analysis

Based upon the development conditions and future planned roadway conditions, the roadway geometry will be modeled and future intersection signalization inputs developed that will be used in the microsimulation analysis under 2.18.6

2.18.6 Conduct, Review and Validate Microsimulation Traffic Analysis

Future year traffic conditions will be evaluated using a methodology and analysis tools consistent with the Highway Capacity Manual. The operational analyses will use the calibrated micro-simulation SimTraffic or CORSIM software to evaluate the future traffic volumes for the corridor.

The analysis will assume a traffic signal at the SR 54 and Point Pleasant Blvd/proposed Porter Boulevard intersection and will identify future traffic operations for the SR 54 corridor.

2.29 Comparative Analysis and Evaluation

The analysis performed in 2.18.6 will identify the approximate year, if any, that unacceptable levels of service along the corridor will occur that may be attributable to the location of the signal at the proposed Porter Blvd and SR 54 and its relative proximity to SR 581, including the analysis of turn lane storage lengths utilizing design criteria, standards and regulations per FHWA and FDOT. If such determination is made, an alternatives traffic analysis will be prepared assuming that the signal is relocated to a location near the proposed Loop Road (per the April 2006 version of Wiregrass DRI internal roadway plan). A comparative analysis of measure of effectiveness will be performed, comparing the advantages and/or disadvantages of the SR 54/Porter Blvd and the SR 54/ Loop Road signal locations as well as additional analyses including a grade separated SR 54 and SR 581 intersection, to determine the location of signalized intersections along the SR 54 corridor study area.

2.38 Technical Documentation

The results of the analysis will be summarized in the following documents.

2.38.1 **Analysis Methodology** which will be approved by the DEPARTMENT with input and acceptance from the Wiregrass and Wal-Mart developers

2.38.2 **Project Traffic Forecast Report** that will be used for the PD&E Study developed under the original agreement.

2.38.3 **Draft Technical Traffic Analysis Memorandum** summarizing the results and documentation of the Development Review Traffic Analysis

2.38.4 **Final Technical Traffic Analysis Memorandum**

2.40 **Quality Control**

III. PROVISIONS FOR WORK

All services shall be performed in accordance with the governing provisions outlined in the original Contract.

IV. DEPARTMENT RESPONSIBILITIES

The DEPARTMENT will provide all services as outlined in the original Contract and subsequent Supplemental Agreements.

V. SUMMARY OF COMPENSATION

For a summary of all fees for this agreement, please refer to the attached Exhibit "B".

VI. DETAILS OF ADDED COMPENSATION

The details of added compensation will be provided with each authorized task assignment.

VII. LENGTH OF SERVICES

Services shall begin as directed by the Department's Project Manager. All traffic simulation and supporting traffic analysis shall be completed within 90 days. All other analysis done shall not be considered complete until all deliverables have been accepted by the Department..

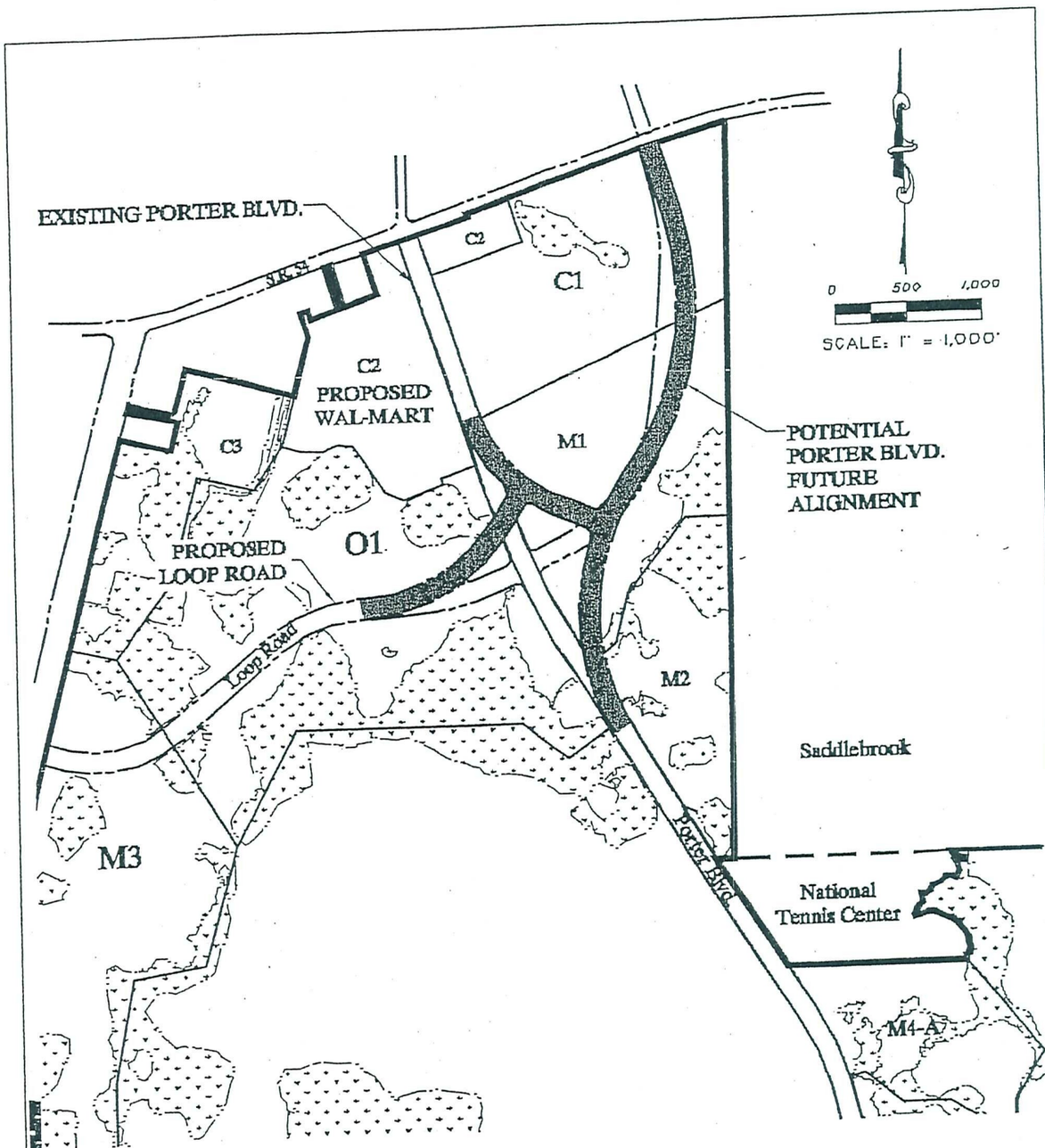

EXHIBIT C

WAL-MART - WESLEY CHAPEL
(STORE #3418-00)
STIPULATION OF SETTLEMENT
PASCO COUNTY, FLORIDA

PREPARED FOR:
THE GOODMAN COMPANY
777 S. FLAGLER DRIVE
WEST PALM BEACH, FL 33401

PREPARED BY:
King
ENGINEERING ASSOCIATES, INC.

RECEIVED

JUN 30 2005

KIMLEY-HORN & ASSOCIATES, INC

PASCO COUNTY, FLORIDA

DADE CITY (352) 521-4274
LAND O' LAKES (813) 929-6084
NEW PORT RICHEY (727) 847-8142
FAX (727) 847-7000

DEVELOPMENT REVIEW DIVISION
WEST PASCO GOVT. CENTER
7530 LITTLE ROAD, SUITE 230
NEW PORT RICHEY, FL 34654-5598

June 23, 2005

Wal-Mart Stores East, Inc.
2001 S.E. 10th Street
Dentonville, AR 72716

RE: Wal-Mart Wesley Chapel (Project No. IIPR05-005)

Dear Sir or Madam:

Please be advised that on June 23, 2005, the Development Review Committee (DRC) reviewed and approved the preliminary/construction plan for the above-referenced project as noted on the enclosed agenda memorandum. This approval is issued under the provisions of Section 306, Development Review Procedures, of the Land Development Code.

Also enclosed, please find the Certificate of Level of Service (LOS) Compliance for this project. Keep this for your records as it references the LOS expiration date.

The owner/developer is hereby notified that no activity shall commence on-site until both the completed notarized acknowledgment portion of the enclosed agenda memorandum and receipt for payment of Pasco County utility impact fees (if applicable) are received by the Development Review Division. Any site specific conditions listed as requiring completion prior to Site Development Permit issuance must also be completed.

The owner's/developer's acceptance of the enclosed condition(s) constitutes a notice of authorization to perform all related work as allowed by Section 306, Development Review Procedures, of the Land Development Code, but shall not include the structure, septic tanks, signs, construction within County/State right-of-way, and all other construction activities requiring separate governmental permits. Should the owner/developer object to any condition of approval as stated on the attached, a written notice of rebuttal or request for an administrative appeal shall be submitted within 30 days of the DRC's decision in accordance with Section 317, Administrative Appeals, of the Land Development Code. The owner/developer may contact this office for information regarding corresponding application and fee requirements.

EXHIBIT D

Wal-Mart Stores East, Inc.
June 23, 2005

The owner/developer shall obtain a hard-copy Site Development Permit prior to commencing any activity. **A stamped copy of the approved site plan shall be kept on the job site at all times.** No Certificate of Occupancy shall be issued until compliance with all requirements, including building and/or site inspection finals, are completed.

Any person failing to implement or carry out developments in accordance with all applicable requirements, conditions, or approved plans shall be subject to penalties as stated in the Development Review Procedures.

With regard to the Pasco County National Pollutant Discharge Elimination System program, information on the Florida Stormwater, Erosion and Sedimentation Control Training and Certification Program is available on the Internet at www.dep.state.fl.us/water/stormwater/npdes/index.htm.

By the issuance of this permit, Pasco County, its employees and representatives, assume no responsibility and/or liability in regard to either the design, construction, or performance of the permitted facilities.

Should you have any questions, please contact this office.

Sincerely,

Gary S. Willever
Technical Specialist I

Cynthia W. Jolly, P.E.
Development Director

CMJ/GSW/ltr/lwalmartweschapeld/08d

Enclosures

cc: Kimley-Horn & Associates, Inc.
Suite 300
10117 Princess Palm Avenue
Tampa, FL 33610

CONDITIONAL CERTIFICATE OF LEVEL OF SERVICE COMPLIANCE

PASCO COUNTY
DEVELOPMENT SERVICES BRANCH

This conditional Certificate of Level of Service (LOS) Compliance issued, pursuant to the requirements of the Pasco County Comprehensive Plan and Land Development Code, certifies that at the time of issuance this project was in compliance with the various ordinances of Pasco County regulating land development or use.

Project Name:	Wal-Mart Wesley Chapel
Project No.:	IIPR05-005
Developer's Name:	Wal-Mart Stores East, Inc.
Location:	On the south side of S.R. 54, approximately 2,000 feet east of S.R. 581, Section 07, Township 26 South, Range 20 East.
Parcel ID Nos.:	07-26-20-0000-00200-0052, 07-26-20-0000-00200-0019, 07-26-20-0000-00200-0070, and 07-26-20-0000-00200-0018
Land Use Classification:	MU (Mixed Use)
Zoning District:	C-2 General Commercial
Acreage:	36.18 Acres, m.o.l.
Number of Units:	1
Type of Units:	207,162-Square-Foot Retail Building; 10,361-Square-Foot Garden Center; and Four Out-Parcels
Traffic Impact Fee Zone:	3
Transportation Analysis Zone:	241

CONCURRENCY ANALYSIS:

The preliminary/construction site plan has been reviewed by the applicable County departments for compliance with the LOS requirements of the Pasco County Comprehensive Plan. Based on review of the project, the conditional Certificate of LOS is being issued.

The conditional LOS Certificate is issued with the following condition:

Utility service commitment fees shall be paid in accordance with Pasco County Code of Ordinances, Chapter 110, Articles II and IV, as amended.

In accordance with Section 402, Concurrency Management System, of the Land Development Code, the conditional Certificate of LOS shall expire on June 23, 2008.

Cynthia M. Jolly, P.E.
Development Director

6/19/05
Date

mc/l:walmartweschapelb/08b

PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Development Review Committee DATE: 6/24/05 FILE: DR05-1808

SUBJECT: Class II, Commercial Development Review - Wal-Mart Wesley Chapel Preliminary/Construction Site Plan (Project No. IIPR05-005) (Cont. from 3/24/05, 5/26/05, and 6/9/05)

FROM: Cynthia M. Jolly, P.E.
Development Director

REFERENCES: Land Development Code, Section 306, Development Review Procedures; Comm. Dist. 2

It is recommended that the data herein presented be given formal consideration by the Development Review Committee (DRC).

Commission District:	The Honorable Pat Mulieri, Ed.D.
Project Name:	Wal-Mart Wesley Chapel
Developer's Name:	Wal-Mart Stores East, Inc.
Location:	On the south side of S.R. 54, approximately 2,000 feet east of S.R. 581, Section 07, Township 26 South, Range 20 East.
Parcel ID Nos.:	07-26-20-0000-00200-0052, 07-26-20-0000-00200-0019, 07-26-20-0000-00200-0070, and 07-26-20-0000-00200-0018
Land Use Classification:	MU (Mixed Use)
Zoning District:	C-2 General Commercial
Flood Zone:	"X"
Acreage:	36.18 Acres, m.o.l.
Number of Units:	1
Type of Units:	207,162-Square-Foot Retail Building; 10,361-Square-Foot Garden Center; and Four Out-Parcels
Water/Sewage:	Central/Central (Pasco)
Drainage:	On-Site Retention
Traffic Impact Fee Zone:	3
Transportation Analysis Zone:	241
Present Land Use:	Vacant
Level of Service (LOS) Analysis:	Conditional

DEVELOPER'S REQUEST:

The developer is requesting preliminary/construction site plan approval to construct a 207,162-square-foot retail building, a 10,361-square-foot garden center, and four out-parcels.

BACKGROUND:

In October 2003, Rezoning Petition No. 6080 was approved changing the zoning from A-R Agricultural-Residential and C-2 General Commercial Districts to a C-2 General Commercial District.

FINDINGS OF FACT:

1. The preliminary/construction site plan has been reviewed by the Growth Management Department for compliance with the Pasco County Comprehensive Plan and was found to be consistent with the above-referenced zoning district's permitted uses.

2. The preliminary/construction site plan for the above-subject project was prepared for Wal-Mart Stores East, Inc., by Kimley-Horn and Associates, Inc., and consists of 44 sheets dated October 1, 2004; the sheets were last revised on June 15, 2005. The plans were originally received by the Development Review Division (DRD) on October 26, 2004, and final revisions were received on June 16, 2005.

CONCURRENCY ANALYSIS:

The preliminary/construction site plan was reviewed by the applicable County departments for compliance with the LOS requirements of the Pasco County Comprehensive Plan. Based on review of the project, a conditional Certificate of LOS is being issued.

The conditional LOS Certificate is being issued with the following condition:

Utility service commitment fees shall be paid in accordance with the Pasco County Code of Ordinances, Chapter 110, Articles II and IV, as amended.

In accordance with Section 402, Concurrency Management System, of the Land Development Code, the conditional Certificate of LOS shall expire in three years from the date of approval of this project by the DRC.

RECOMMENDATION:

The Development Director recommends approval of the preliminary/construction site plan with the following conditions:

1. The developer acknowledges that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect, including all impact fee ordinances.

2. The S.R. 54/Porter Boulevard intersection construction plans shall be submitted to the County for separate plan design review and approval. The S.R. 54/Porter Boulevard intersection shall be constructed, inspected, and accepted by the County prior to the issuance of the first Certificate of Occupancy (CO).

3. Prior to the issuance of any on-site Development Permit and commencement of any on-site development activity, the applicant shall, at no cost to the County, be required to revise the site plans and construct the following improvements~~, including the donation of the following right-of-way~~:

   a. Revise the site plans.

      (1) Add/modify standard general notes.

      ~~(2) Remove parking along on-site perimeter circulation isle.~~

      (2) Revise the traffic signage and signalization plan in accordance with Memorandum No. TRM05-2019~~1710~~ and any revisions required due to redesign required in other conditions.

      (3) Revise the tree survey recap sheet to eliminate the discrepancy with inches to be replaced.

      (4) Add profile information to all pressurized piping and storm culvert crossings.

      ~~(6) Add utility notes limiting the pipe depth; fire hydrants must be flow tested and color coded; and reclaimed water is unavailable.~~

      (5) Add a complete fixture count and fire-flow requirements table.

      ~~(8) Extend the proposed 12-inch water main to C.R. 581 to connect to the existing 12-inch water main.~~

      ~~(9) Add a battery backup to the pump station.~~

      ~~(10) Add a reduced pressure backflow preventer to the private pump station, wash-down water service.~~

      (6) Add two-inch backflow preventers to the downstream side of the water meters (to be installed by the Pasco County Utilities Services Branch).

      (7) Remove all reuse irrigation services from the plans.

      (8) Include the jack and bore as the method to cross S.R. 54 for water and force mains.

      (9) Show that the water main on Porter Boulevard is a 12-inch diameter.

      (10) Note that the fire hydrant in the northeast corner shall be on an eight-inch minimum main.

      (11) Provide a fire hydrant on the northwest corner of S.R. 54 and Porter Boulevard and ~~along the~~at the southwest corner of the parking lot near the access road to S.R. 581 and on both sides of Porter Boulevard.

b. Documentation.

~~(1) Provide the location and design drawings for the County stormwater management ponds for the two abutting drainage basins located along S.R. 54 from the intersection of S.R. 581 easterly along S.R. 54 to a point easterly of the proposed Porter Boulevard.~~

(1) Proof of ownership or agent of record documentation for entire site.

~~(3) A copy of the deed restriction limiting commercial to 227,500 square feet.~~

~~4. All required road right-of-way along S.R. 54 and Porter Boulevard (minimum of 140 feet) shall be dedicated to Pasco County prior to the issuance of any CO.~~

4. Any improvements within the Florida Department of Transportation (FDOT) controlled right-of-way (S.R. 581 and S.R. 54) are subject to the FDOT review/approval/permit.

5. The applicant shall provide written evidence that the appropriate FDOT committee has approved a full median opening and a traffic light at the intersection of Porter Boulevard and S.R. 54 at the location shown on the preliminary/construction plan prior to or concurrent with submittal ~~of any application for construction plan approval~~ a Site Development Permit for the project. If the appropriate FDOT committee, or other body with appellate jurisdiction over the appropriate FDOT committee, fails to approve a median and a traffic light at such location, the preliminary/construction plan approval and the associated conditions of approval shall become null and void.

6. This approval does not include any access management onto S.R. 54 for any of the out-parcels. Access management shall be reviewed and approved at the time of out-parcel site plan approval, subject to the FDOT approval.

7. The applicant and successors in interest acknowledge that any approved ~~access locations onto~~ median openings on Porter Boulevard are subject to modification in the future.

8. Access location, type, and spacing from the site to S.R. 581 shall be based on data and analysis as required and approved by Pasco County and the FDOT.

9. Prior to the issuance of the first CO, the developer shall, at its sole expense, design and construct all needed interim intersection improvements, including signalization and turn lanes, at the intersection of Porter Boulevard and S.R. 54. The interim improvements shall be based on data and analysis as required and approved by the FDOT and Pasco County. In addition ~~the developer shall dedicate~~, at no cost to the County, additional right-of-way required to implement the interim improvements shall be dedicated or perpetual easement prior to the issuance of the first CO.

10. The developer agrees to assume the future cost of reconstruction of interim improvements to provide ultimate improvements compatible with the S.R. 54 Capital Improvement Plan (CIP) project design including, but not limited to, design, permitting, additional right-of-way (or an alternative design solution subject to review and approval by the FDOT and the County), and drainage at the intersection of Porter Boulevard and S.R. 54 consistent with the final CIP planned improvements on S.R. 54 prior to the issuance of the first CO.

~~12. The owner/developer shall provide sufficient right-of-way tapering from zero feet to approximately 63 feet, m.o.l., in accordance with the proposed Project Development and Environment Study for S.R. 54 and stormwater retention and flood plain mitigation on the subject site for the six laning of S.R. 54 prior to the issuance of the first CO.~~

~~13. The owner/applicant agrees to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the approved FDOT Project Development and Environment Study for Bruce B. Downs Boulevard (S.R. 581) prior to the issuance of the first CO.~~

~~14. The owner/applicant agrees to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division.~~

11. The developer shall provide a minimum 24-foot paved travel lane(s) connection to neighboring properties or project(s) to the north to Out-lot A ~~and west~~. Such travel lane(s) shall be free and clear of buildings, parking spaces, landscaping, retention/detention ponds, or any other obstruction that would prevent the free flow of traffic between the project and neighboring properties or project(s).

12. The owner/developer or project contractor shall obtain a hard-copy Site Development Permit from the DRD prior to commencing any construction. To obtain this permit, the following must be submitted to the DRD: the completed notarized acknowledgment portion of the attached agenda memorandum, a copy of the recorded Agenda Memorandum Conditions of Approval, the receipt for payment of Pasco County utility impact fees (if the project is served by County water and/or sewer), completion of any site-specific conditions listed as requiring completion

prior to the issuance of the Site Development Permit, and a copy of the approved Southwest Florida Water Management District (SWFWMD) Permit and Plan must be submitted to the DRD. In the event the SWFWMD Permit and Plan require any changes to the County-approved plan, an amendment to the County-approved plan shall be submitted for review and approval prior to the issuance of the Site Development Permit. No construction shall commence until the permit has been properly posted on the site.

~~17. The developer shall convey at no cost to Pasco County a minimum of 140 feet of right-of-way for Porter Boulevard (check Table 7-4, Pasco County Corridor Preservation Table, located in the Comprehensive Plan, Transportation Element, for arterial/collector and major intersection right-of-way requirements). In addition, the developer and its successors and assigns shall, at no cost to Pasco County, design, construct, provide, and obtain any and all permits required by any local, State, or Federal agency for appropriate and sufficient drainage/retention, wetland, and floodplain mitigation facilities on the developer's property or at another site acceptable to the County to mitigate all impacts associated with the initial and future improvements of Porter Boulevard within or adjacent to the boundaries of the developer's property including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multimodal paths, medians, and other roadway appurtenances. All conveyances shall occur at record plat or construction plan approval where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division, and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions. All stormwater management plans, reports, or calculations for the developer's project shall include a detailed scope of design and permitting parameters and a signed and sealed certification that such plans, reports, or calculations comply with this condition.~~

18. Prior to final site/construction plan approval of any project abutting a State roadway, the owner/developer shall furnish to the DRD a Letter of Intent indicating approval and/or an approved Driveway Permit from the FDOT. Prior to the issuance of the first CO, the owner/developer shall provide a letter from the FDOT stating that the improvements within the State right-of-way have been inspected and completed to its satisfaction.

14. ~~The developer acknowledges that approval of this preliminary plan and/or construction plan does not establish vested rights with respect to construction of the project. Further, t~~The developer acknowledges that no permit shall be issued or plat approved without the issuance of an unconditional Certificate of LOS Compliance. ~~The issuance of such unconditional Certificate shall be contingent upon completion of the S.R. 581 and S.R. 54 projects by the FDOT and Pasco County as set forth in the Capital Improvements Element of the Pasco County Comprehensive Plan as of the date of the BCC or FDOT approval of these construction plans.~~ The developer is, however, put on further notice and hereby agrees that the BCC or FDOT is not irrevocably bound by the current schedule of capital projects and shall not be held liable for any expenses, costs, or other damages incurred by the developer in reliance on the current schedule. ~~The developer may apply for such unconditional Certificate of LOS Compliance within two years of the scheduled completion of the S.R. 581 and S.R. 54 construction plans.~~

15. The developer acknowledges that in accordance with the Land Development Code, Section 402, Concurrency Management System, the unconditional Certificate of LOS shall expire in three years from the date of approval of this project by the DRC.

16. Site plans submitted with Building Permit applications are invalid as to final site approval unless stamped approved by the DRD or the DRC. These plans are submitted to show building location in regard to property line, other buildings, etc., only. The site must conform to those plans submitted and/or approved by the DRD or DRC in accordance with Section 306 of the Land Development Code.

17. The owner/developer shall acknowledge that this project is subject to the Pasco County Transportation Impact Fee Ordinance and may be subject to the School Impact Fee Ordinance, the Parks and Recreation Impact Fee Ordinance, the Library Impact Fee Ordinance, the Fire Combat Impact Fee Ordinance, the Rescue Impact Fee Ordinance, and the Hurricane Preparedness Impact Fee Ordinance and shall pay any applicable impact fees assessed to the project in accordance with the said ordinances and policies. Waivers may be granted in accordance with the said ordinances and waiver procedures.

18. The owner/developer or project contractor shall notify the Engineering Services Department at least two working days prior to commencing any activity on the site.

19. In the event impact fee ordinances/resolutions are adopted by the BCC including, but not limited to, solid waste, public safety, or wildlife, the developer shall be required to comply with such ordinances/resolutions.

20. The owner/developer shall arrange for a final site inspection approval by the County prior to occupancy/use of the permitted facilities.

21. Prior to the issuance of the first CO, the developer shall submit all necessary State and Federal permits including, but not limited to, dredge and fill, surface water operation and maintenance,

water distribution, wastewater collection, and reclaimed water from the appropriate agencies. The permit shall include the copies of the actual permit itself and all drawings that are approved by the respective regulatory agency. Any annual reports required by such agencies shall be submitted to the Biologist and stormwater engineer.

22. All construction work, including roads, drainage, and utilities, shall be constructed in accordance with Pasco County design standards and tested in compliance with the Engineering Services Department's *Testing Specifications for Construction of Roads, Storm Drainage, and Utilities*.

23. Utility service commitment fees shall be paid in accordance with the Pasco County Code of Ordinances, Chapter 110, Articles II and IV, as amended.

24. If a Pasco County Global Positioning System (GPS) network point is located within the boundary of the site or within 50 feet of the same, the point shall be re-established using GPS methods and "Blue Booked" prior to the issuance of any Building Permits or the recording of any plat. Proof of the said Blue Booking shall be submitted to the County Surveyor prior to the issuance of the said permit or the recording of the said plat. If it is discovered that the said point has been destroyed by construction, then the owner/developer of the land will be responsible for payment to Pasco County in the amount of $5,000.00 each.

25. The owner/developer acknowledges that a Building Permit shall be obtained for all structures that have a footer, regardless of size, through the Central Permitting Division; i.e., including, but not inclusive of, buildings, accessories, and retaining walls.

26. Prior to any construction activity, the developer shall ensure that proper erosion and sediment control measures are in place. The developer shall control all fugitive dust originating from the project site and shall indicate on the construction drawings the manner in which fugitive dust is to be controlled. Further, all retention pond side slopes and associated swales shall be sodded to prevent soil erosion.

27. The developer shall, at the time of Building Permit submittal, comply with the architectural rendering as approved by the DRC.

28. Unless otherwise approved by the Emergency Services Director, when the development is record platted, or where a plat is not required, prior to the issuance of the first Building Permit, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until such a petition has been received by the Emergency Services Director.

29. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered, work shall come to an immediate stop, and the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County shall be notified within two working days of the resources found on the site.

30. If the site is identified on Map 3-1a, 3-1b, or 3-1c in the Pasco County Comprehensive Plan as a location of known endangered and threatened species, the developer shall submit to the DRD, a copy of the approved Federal, State, or other regulatory permit, or if no permit has been issued, then the developer shall submit a copy of the application submitted to the Federal, State, or other regulatory agency prior to site development.

31. If, during construction activities, any evidence of the presence of State and Federally protected plant and/or animal species is discovered, work shall come to an immediate stop, and Pasco County shall be notified within two working days of the plant and/or animal species found on the site.

32. Site plans approved by the DRD or the DRC are the final approved documents. Changes/additions/deletions to approved site plans, i.e., building size, location, loading zones, etc., require revised site plan submittal, review fee, and approval in accordance with Section 306 of the Land Development Code.

33. The developer acknowledges that an appeal may be filed against the decision of the DRC or DRD within 30 days of the date of this approval. Any development that takes place within the 30-day-appeal deadline shall not establish vested rights with respect to construction of the project.

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

The DRC's approval of this preliminary/construction site plan constitutes a finding by the DRC that the preliminary/construction site plan, as conditioned, is consistent with those Goals, Objectives, and Policies of the Comprehensive Plan and those provisions of the Land Development Code that are applicable to preliminary/construction site plan approvals. This action is based on the office review of the plans, supporting documentation, and certifications of the Engineer of Record.

DEVELOPER'S ACKNOWLEDGMENT:

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

_____ _____
Date WAL-MART STORES EAST, INC.

STATE OF FLORIDA
COUNTY OF _____ _____
Title

The foregoing instrument was acknowledged before me this _____ (date), by _____ (name of corporation acknowledging) a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal: _____
NOTARY

ATTACHMENTS:

1. Location Map
2. Site Plan
3. Architectural Renderings
4. Traffic Operations Division Memorandum No. TRM05-1710

CMJ/GSW/dr/walmartweschapel/08a

DEVELOPMENT REVIEW COMMITTEE ACTION (6/23/05):

Approved with amended conditions; the deletion of Condition Nos. 3.b.(1), 4, 12, 13, 14, and 17 are contingent upon receipt of a letter from Joel R. Tew committing to the dedications.

ZONING PETITION REVIEW REPORT

TO: Pasco County Planning Commission

FROM: Debra M. Zampetti
Zoning/Code Compliance Administrator

SUBJECT: Rezoning Request
South Central Pasco County

APPLICANT: **WIREGRASS RANCH, INC., ET AL.**

PETITION #6080

Commission District #2

Planning Commission
Hearing Date: 10/8/03

Board of County Commissioners
Hearing Date: 10/21/03, DC

TAZ #241

PETITION SUMMARY:

Petition No. 6080 in the name of Wiregrass Ranch, Inc., et al. has been filed for a change in zoning from A-R Agricultural-Residential and C-2 General Commercial Districts to a C-2 General Commercial District. The property is located on the east side of Bruce B. Downs Boulevard (S.R. 581), approximately 530 feet south of S.R. 54 and on the south side of S.R. 54, approximately 1,320 feet east of Bruce B. Downs Boulevard (S.R. 581) (Parcel ID Nos. 07-26-20-0000-00200-0000, 0150, 0010, and 0050 [portions of], and 07-26-20-0000-00200-0014), and contains 82.6 acres, m.o.l.

The surrounding zoning districts and land uses are as follows:

	Zoning District	Land Use
North:	C-2 General Commercial	S.R. 54, Applebee's; Commercial Strip Center; Undeveloped; Auto Supplies
East:	A-R Agricultural-Residential	Undeveloped; Single-Family Dwellings; Groves
South:	A-R Agricultural-Residential	Undeveloped
West:	A-R Agricultural-Residential; C-2 General Commercial	Bruce B. Downs Boulevard; Restaurants; Undeveloped; Commercial Strip Center

FINDINGS OF FACT:

1. Presently, the subject site contains single-family dwellings and pastureland, and the applicant proposes to develop the property commercially.

2. Access to the property is from S.R. 54, which has 120 feet of right-of-way, and/or Bruce B. Downs Boulevard (S.R. 581), which has 200 feet of right-of-way.

3. The subject property is located in Flood Zones "AE" and "X," and development within the area designated Zone "AE" is subject to the requirements of Article 700, Flood Damage Prevention, of the Land Development Code.

4. The surrounding area is characterized by commercial development and undeveloped land.

5. The subject area has been designated MU (Mixed Use) under the Comprehensive Plan.

6. The Pasco County Comprehensive Plan anticipated a higher density for this area in its future planning by designating it as an MU (Mixed Use) land use.

7. The Board of County Commissioners has approved several similar rezoning requests in the immediate vicinity. Some are as follows:

   a. Petition No. 2675, on October 23, 1984 (from A-R Agricultural-Residential to C-2 General Commercial) located directly north of the subject request.

   b. Petition No. 2676, on October 23, 1994 (from A-R Agricultural-Residential to C-2 General Commercial) located directly north of the subject request.

   c. Petition No. 3018, on August 27, 1985 (from A-R Agricultural-Residential to R-2 Low Density Residential, MF-1 Multiple Family Medium Density, and C-2 General Commercial) with conditions located directly north of the subject request.

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EXHIBIT E

d. Petition No. 4629 on August 19, 1993 (from A-R Agricultural-Residential to C-2 General Commercial) with conditions located directly north of the subject request.

e. Petition No. 5542, on January 19, 2000 (from A-R Agricultural-Residential and C-2 General Commercial to C-2 General Commercial) with conditions located directly adjacent to the north of the subject request.

f. Petition No. 5997, on March 11, 2003 (from A-R Agricultural-Residential to C-2 General Commercial) with conditions located directly adjacent to the north of the subject request.

8. Staff has noted that the existing C-2 General Commercial District portion of subject parcel is an original zoning.

9. The owners'/applicants' request is compatible with the established pattern of land use and zoning in the area.

10. The proposed request is consistent with Article 300, Subsection 303.2(E)1, Criteria and Standards to be Considered in Review of Applications for Zoning Amendments, of the Pasco County Land Development Code and with the Pasco County Comprehensive Plan, October 2000.

STAFF RECOMMENDATION:

Approval with Conditions

CONDITIONS:

1. The owners/developers shall provide sufficient right-of-way tapering from zero feet to approximately 63 feet, m.o.l., in accordance with the proposed Project Development and Environment Study for S.R. 54 and stormwater retention and flood plain mitigation on the subject site for the six laning of S.R. 54 prior to preliminary site plan approval.

2. The owners/applicants agree to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the approved Florida Department of Transportation Project Development and Environment Study for Bruce B. Downs Boulevard (S.R. 581) at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.

3. The owners/applicants agree to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee.

4. Commercial development cannot exceed 227,500 square feet without a zoning amendment.

5. The 227,500-square-foot C-2 General Commercial development limitation shall be recorded as a deed restriction to place potential buyers on notice.

6. If the subject parcel is to be subdivided from the parent tract, the owners/developers shall submit a Unified Plan of Development or go through subdivision review pursuant to Section 306 of the Land Development Code prior to its division from the parent tract.

7. The owners/developers shall comply with the Access Management Plan for S.R. 581 as approved by the Florida Department of Transportation.

8. The owners/developers shall provide internal access to the adjacent two-acre parcel to the north which was rezoned (Petition No. 5997) to C-2 General Commercial by the Board of County Commissioners on March 11, 2003, and was proposed to be developed as Johnny Carino's restaurant.

9. A Pasco County approved traffic study shall be submitted prior to submission of a preliminary site plan.

10. Site specific improvements and off-site transportation improvements shall be pursuant to the Pasco County approved traffic study and approved at the time of preliminary site plan approval.

11. The owners/developers shall pay for traffic signalization at Porter Boulevard and S.R. 54 if warranted.

12. The owners/applicants acknowledge that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.

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13. This property may be subject to review under the Pasco County Code which shall include Building and Building Regulations, Fire Prevention and Protection, and Health and Welfare at the time of site plan review.

14. The owners/applicants shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code prior to commercial use of the property.

15. At the time of site plan review, the owners/applicants shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy No. 2.8.2, as follows:

2.8.2 Require the evaluation and proper management of endangered, threatened, and species of special concern by requiring that proposed development sites be examined for the presence of State and Federally protected plant and animal species. Criteria and thresholds for reviews to examine sites in this manner shall be specified in the County's land development regulations. At a minimum, the criteria will consider:

(a) The Area of Potentially Significant Habitat as shown on Map 3-1 that has been identified by the Florida Fish and Wildlife Conservation Commission as a "hot spot of biological resources and rare species occurrence" or other available data sources.

(b) The size and distribution of listed species populations within a proposed development site.

(c) The feasibility and viability of on-site protection and management and whether the proposed development site includes a wildlife corridor.

(d) The feasibility of maintaining a wildlife corridor.

(e) The appropriateness of mitigation to an acceptable off-site location in the event that on-site mitigation is shown to be ineffective.

When listed species are found, the proposal shall be forwarded to the Florida Fish and Wildlife Conservation Commission for recommendations to minimize the impact of development on those species found on the site. These recommendations shall be considered during the development approval process. Failure to receive recommendations from the Florida Fish and Wildlife Conservation Commission within the development review process time frames shall not preclude a project from being scheduled, considered, or approved.

16. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.

17. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Zoning/Code Compliance Division.

PLANNING COMMISSION ACTION:

Approval of Staff Recommendation: 10 Ayes; _____ Nayes

BOARD OF COUNTY COMMISSIONERS ACTION:

Note: At the Board of County Commissioners meeting on October 21, 2003, staff amended Condition Nos. 9 and 10 as outlined below.

Approval of Staff Recommendation with Amended Conditions

AMENDED CONDITIONS:

1. The owners/developers shall provide sufficient right-of-way tapering from zero feet to approximately 63 feet, m.o.l., in accordance with the proposed Project Development and Environment Study for S.R. 54 and stormwater retention and flood plain mitigation on the subject site for the six laning of S.R. 54 prior to preliminary site plan approval.

2. The owners/applicants agree to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the approved Florida Department of Transportation Project Development and Environment Study for Bruce B. Downs Boulevard (S.R. 581) at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.

3. The owners/applicants agree to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division at the

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time of preliminary site plan approval unless otherwise determined by the Development Review Committee.

4. Commercial development cannot exceed 227,500 square feet without a zoning amendment.

5. The 227,500-square-foot C-2 General Commercial development limitation shall be recorded as a deed restriction to place potential buyers on notice.

6. If the subject parcel is to be subdivided from the parent tract, the owners/developers shall submit a Unified Plan of Development or go through subdivision review pursuant to Section 306 of the Land Development Code prior to its division from the parent tract.

7. The owners/developers shall comply with the Access Management Plan for S.R. 581 as approved by the Florida Department of Transportation.

8. The owners/developers shall provide internal access to the adjacent two-acre parcel to the north which was rezoned (Petition No. 5997) to C-2 General Commercial by the Board of County Commissioners on March 11, 2003, and was proposed to be developed as Johnny Carino's restaurant.

9. The owner/developer has submitted a traffic study. Based on the build-out dates and the land uses assumed in the traffic study dated October 2003, Pasco County accepts the conclusion in the study that the subject rezoning does not require any off-site improvements that are not already provided for in previously committed road improvement projects provided, however, that prior to or concurrent with the preliminary site plan approval, the County may require additional data and/or analysis related to the site-related driveway connections pursuant to the County's access management guidelines, and the Development Review Committee at the time of preliminary site plan approval may require additional site-related driveway access geometry and improvements and/or additional site access locations, subject to any applicable Florida Department of Transportation criteria.

10. This rezoning shall be aggregated into a Development of Regional Impact and any traffic studies required at that time shall include the property subject to this rezoning.

11. The owners/developers shall pay for traffic signalization at Porter Boulevard and S.R. 54 if warranted.

12. The owners/applicants acknowledge that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.

13. This property may be subject to review under the Pasco County Code which shall include Building and Building Regulations, Fire Prevention and Protection, and Health and Welfare at the time of site plan review.

14. The owners/applicants shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code prior to commercial use of the property.

15. At the time of site plan review, the owners/applicants shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy No. 2.8.2, as follows:

    2.8.2 Require the evaluation and proper management of endangered, threatened, and species of special concern by requiring that proposed development sites be examined for the presence of State and Federally protected plant and animal species. Criteria and thresholds for reviews to examine sites in this manner shall be specified in the County's land development regulations. At a minimum, the criteria will consider:

    (a) The Area of Potentially Significant Habitat as shown on Map 3-1 that has been identified by the Florida Fish and Wildlife Conservation Commission as a "hot spot of biological resources and rare species occurrence" or other available data sources.

    (b) The size and distribution of listed species populations within a proposed development site.

    (c) The feasibility and viability of on-site protection and management and whether the proposed development site includes a wildlife corridor.

    (d) The feasibility of maintaining a wildlife corridor.

    (e) The appropriateness of mitigation to an acceptable off-site location in the event that on-site mitigation is shown to be ineffective.

    When listed species are found, the proposal shall be forwarded to the Florida Fish and Wildlife Conservation Commission for recommendations to minimize the impact of development on those species found on the site. These recommendations shall be

considered during the development approval process. Failure to receive recommendations from the Florida Fish and Wildlife Conservation Commission within the development review process time frames shall not preclude a project from being scheduled, considered, or approved.

16. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.

17. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Zoning/Code Compliance Division.

OWNERS'/APPLICANTS' ACKNOWLEDGMENT:

The owners/applicants acknowledge that they have read, understood, and accepted the above-listed conditions of approval.

_____ _____

(Date)

I hereby certify on this _____ day of _____, _____, A.D., before me personally appeared the owners/applicants, to me known to be the persons described in and who executed the foregoing document and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

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

My commission expires:

_____ _____

Notary Public, State of _____ at Large

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EXHIBIT N

AGREEMENT WITH SCHOOL BOARD

WIREGRASS RANCH

DRI No. 260

PASCO COUNTY

ON FILE WITH PASCO COUNTY GROWTH MANAGEMENT DEPARTMENT

#260

AGREEMENT FOR SALE
WIREGRASS RANCH SCHOOL SITES

THIS AGREEMENT is made and entered this 2nd day of March, 2004, by and between Wiregrass Ranch, Inc., a Florida corporation, hereinafter referred to as "Seller," and The School District for Pasco County, Florida ("School District"), a political subdivision of the State of Florida, also referred to as "Buyer."

1. Sale of Property. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, certain unimproved land in Pasco County, Florida, as follows:

(a) High School Parcel. Seller shall sell and the School District shall purchase that certain parcel depicted on Exhibit "A" hereto as the "High School Parcel" and which is preliminarily described on Exhibit "B" hereto, containing approximately 59.12 gross acres, of which approximately 50.69 acres are uplands (net of jurisdictional wetlands). The precise legal description for the High School Parcel shall be provided to the parties by survey pursuant to paragraph 5 below, which survey legal description shall be used for the deed and title policy for the High School Parcel. Simultaneous with the conveyance of the High School Parcel to Buyer, Seller also shall convey the Access Parcel depicted on Exhibit A hereto and described on Exhibit "E" hereto, to Buyer, for no additional consideration, which conveyance shall be subject to Seller's retained easement rights and Buyer's construction obligations pursuant to paragraphs 14(c)iii, below. Buyer may subsequently dedicate such Access Parcel to Pasco County Florida, as public right-of-way, or may dedicate same to the Community Development District for Wiregrass Ranch.

(b) Middle School Parcel. Seller shall sell and the School District shall purchase that certain parcel depicted on Exhibit "A" hereto as the "Middle School Parcel" and which is preliminarily described on Exhibit "C" hereto, containing approximately 29.192 gross acres, of which approximately 27.30 acres are upland (net of jurisdictional wetlands). The precise legal description for the Middle School Parcel shall be provided to the parties by survey pursuant to paragraph 5 below, which survey legal description shall be used for the deed and title policy for the Middle School Parcel.

(c) Drainage/Mitigation Parcel. Simultaneously with the Initial Closing (as described in paragraph 8, below), and for no additional consideration beyond the Purchase Price for the High School Parcel and the Middle School Parcel (as set forth in paragraph 2, below), Seller shall convey to Buyer that certain Drainage/Mitigation Parcel depicted on Exhibit "A" hereto and described on Exhibit "D" hereto, containing 38.30 gross acres, more or less; provided, however, that the conveyance of the Drainage/Mitigation Parcel shall be subject to the following easements, covenants and restrictions: (i) Seller shall retain a permanent exclusive easement over, under, and across the Drainage/Mitigation Parcel for purposes of drainage retention, detention, and/or conveyance of stormwater, excavation of borrow pits for fill dirt material, flood plain compensation and/or mitigation, upland habitat preservation and/or mitigation, and wetland or other environmental mitigation, including, without limitation, ingress-egress rights for initial excavation, construction or creation, and for maintenance of any facilities, mitigation areas, or other such use therein; and (ii) Buyer's utilization of said Drainage/Mitigation Parcel shall be

limited to (x) construction and use of a secondary access roadway as generally depicted on Exhibit "A" hereto, not to exceed 60 feet in width (inclusive of pavement, slopes, sidewalks, drainage, etc.), (y) construction of a landscape, fence, wall or other buffer area along the southern boundary of said Drainage/Mitigation Parcel, and (z) passive educational uses not inconsistent or incompatible with Seller's retained easement rights as set forth in (i) above. It is expressly understood and agreed that Seller's easement rights hereunder may include creation and maintenance of a master drainage and/or environmental mitigation bank for the Wiregrass Ranch project. The permitting, construction and maintenance of the secondary access roadway, any buffer area, and any education use pursuant to (ii), above, shall be at Buyer's sole cost and expense. In the event the proposed location of the secondary access road is not practical due to environmental permitting constraints, Seller and Buyer shall cooperate in good faith to locate a suitable secondary access roadway location for Buyer.

(d) Elementary School Parcels. In addition to the High School Parcel, the Middle School Parcel, and the Drainage/Mitigation Parcel, Seller has agreed to sell, and Buyer has agreed to buy, three (3) elementary school parcels within the Wiregrass Ranch master planned project (collectively the "Elementary School Parcels"). The precise location of each Elementary School Parcel is not yet determined by the parties, but shall be determined during the planning and approval process for Wiregrass Ranch, based upon the following criteria: (i) each Elementary School Parcel shall contain approximately fifteen (15) upland acres, net of jurisdictional wetlands; (ii) each Elementary School Parcel shall be accessed via a local roadway or street, rather than S.R. 56, Porter Boulevard, or Chancey Road, if feasible; and (iii) Seller and Buyer mutually shall cooperate in good faith to locate one such elementary school site north of Chancey Road, one site between Chancey Road and S.R. 56, and one site south of S.R. 56, within the Wiregrass Ranch project, subject to planning, permitting and approval requirements, and project development design criteria for Wiregrass Ranch. The precise location and survey legal description for each Elementary School Parcel shall be provided pursuant to paragraph 5, below, within two hundred seventy (270) days after the Effective Date of this Agreement, or sooner with the mutual approval of Seller and Buyer as to any such parcel. Once procured, the survey legal description shall be utilized for the deed and title policy for each Elementary School Parcel.

(e) Option Parcel. In addition to the High School Parcel, Middle School Parcel, and three (3) Elementary School Parcels to be purchase by Buyer hereunder, Seller also has agreed to provide Buyer with an option to purchase a fourth (4th) elementary school parcel within Wiregrass Ranch (the "Option Parcel"), which may be exercised by Buyer and closed upon at any time within five (5) years after the Initial Closing (as defined below) for the High School Parcel and the Middle School Parcel, on the following terms and conditions: (i) the Option Parcel shall contain approximately fifteen (15) upland acres, net of jurisdictional wetlands; (ii) the Option Parcel site shall be mutually selected by Buyer and Seller, subject to the locational criteria set forth above for the Elementary School Parcels, and (iii) the Purchase Price for the Option Parcel shall be the same per acre rate as set forth herein for the High School Parcel, Middle School Parcel, and three (3) Elementary School Parcels to be purchased by Buyer hereunder.

The deed for each parcel shall contain restrictions limiting the use of the parcel to schools, public arts, education, and/or recreational purposes.

2. Purchase Price. Seller and Buyer agree that the Purchase Price for all of the purchase parcels hereunder (excluding the Drainage/Mitigation Parcel and the Access Parcel), including the High School Parcel, Middle School Parcel, three (3) Elementary School Parcels, and Option Parcel (if exercised by Buyer), shall be calculated at the rate of Fifty Thousand Dollars ($50,000.00) per upland acre, net of jurisdictional wetlands (except as provided in paragraph 2(b), below). The Purchase Price shall be paid in cash at Closing for each of the respective parcels, by cashier's check, wire transfer, or official School District check, after adjustment for closing costs and prorations, if any, as provided for herein. With respect to the acreage for each parcel, the Purchase Price shall be calculated as follows:

(a) Survey Acreage. The Wiregrass Ranch project surveyor, King Engineering Associates, Inc., Tampa, Florida, shall prepare the certified survey for each parcel pursuant to the criteria set forth in this Agreement. The survey shall include a calculation of the gross upland acres, net of jurisdictional wetlands, calculated to the nearest one-hundredth (.01) acre. The gross upland acreage shall include any private access roadway (other than the Access Parcel) provided for such parcel to connect to a public right-of-way within Wiregrass Ranch, as well as any interior, isolated wetland jurisdictional area within the parcel that is to be mitigated for by Buyer within the Drainage/Mitigation Parcel or on other land provided by Seller, pursuant to paragraph 2(b), below. Buyer shall not be required to pay for wetland acreage that is not to be impacted and mitigated for by Buyer.

(b) Mitigation for Wetland Impacts. In the event the High School Parcel or the Middle School Parcel contain one or more interior, isolated jurisdictional wetlands which Buyer desires to impact and mitigate for incident to its site development of such parcel, then such on-site wetland impact area shall be treated as "upland area" for purposes of calculating the Purchase Price for said parcel; provided, however, that Seller then shall provide to Buyer up to three (3) acres of off-site mitigation land for each such interior, on-site acre to be impacted, at no additional land cost to Buyer. The location of such off-site mitigation area shall be determined by Seller in accordance with the Wiregrass Ranch master plan and the requirements of all agencies having jurisdiction thereover, and may be within the Drainage/Mitigation Parcel. The cost of constructing and planting all such off-site mitigation areas desired by Buyer shall be paid for by Buyer, including the cost of permitting with respect thereto. Buyer shall engage King Engineering Associates, Inc., to perform all environmental permitting for such impacts and mitigation.

(c) Any survey prepared hereunder for any parcel shall be subject to revision to reflect any relocation of nearby or adjacent public roadways, or private roadways, or drainage or other utilities, or other requirements for adjacent development parcels including governmental approval or project design or permitting requirements, in Seller's reasonable discretion, provided that the net upland acreage for the High School Parcel shall remain not less than fifty (50) acres, for the Middle School Parcel not less than twenty-five (25) acres, and for each of the Elementary

School Parcels and the Option Parcel not less than fifteen (15) acres, in a configuration acceptable to Buyer for use as an educational facility.

In any event, based upon the foregoing minimum upland acres to be contained within each Parcel, and the Buyer's current wetland impact/mitigation plans, the minimum Purchase Price shall be as follows:

High School Parcel: 51.47 acres (50.69 upland acres plus 0.78 planned wetland acres impact @ $50,000.00 = $2,593,500.00

Middle School Parcel: 27.30 upland acres (no planned wetland impact) @ $50,000.00 = $ 1,365,000.00

Elementary School Parcel: 15 acres uplands @ $50,000 = $ 750,000.00 (minimum for each site)

3. Deed(s). Seller shall convey fee simple title to each Parcel to Buyer by statutory warranty deed free and clear of all liens and encumbrances except real estate taxes, assessments, if any, for the then current year, zoning, land use and all other requirements and restrictions of governmental authorities, and easements and restrictions of record, if any, which do not preclude the use of the Parcel as a school site.

4. Title Insurance. Seller, at Seller's expense, agrees to deliver to Buyer written title insurance commitments issued by Tew, Barnes & Atkinson, L.L.P., Clearwater, Florida, as agent for Chicago Title Insurance Company binding that company to insure title to each of the Parcels by its A.L.T.A. Form B, Owner's Title Insurance Policy, upon recording of the respective deeds for the parcels. Each title insurance commitment shall be provided within thirty (30) days after a legal description is available for each Parcel, and shall be revised and updated upon receipt of the actual survey for each Parcel. Buyer may object if the commitment is not consistent with paragraph 3, above. Such policies, when issued, shall be subject only to those matters set forth in paragraph 3 of this Agreement. The title policies shall be in the full amount of the respective Purchase Price for each Parcel.

5. Survey. Within thirty (30) days after the Effective Date hereof (defined below), King Engineering Associates, Inc., at Buyer's expense, shall prepare a boundary survey of the High School Parcel, the Middle School Parcel, the Access Parcel, and the Drainage/Mitigation Parcel, respectively, pursuant to paragraph 2, above, and which legal description shall be used for the title commitments, title policies, and deeds. With respect to the Elementary School Parcels and the Option Parcel, the survey shall be provided by King Engineering Associates, Inc., at Buyer's expense, within thirty (30) days after Seller and Buyer mutually agree on the location and configuration of each such Parcel, as required herein; provided, however, that in any event such survey shall be provided not less than sixty (60) days prior to Closing on each such Parcel.

6. Closing Costs. The closing costs for each Parcel shall be paid by the parties as follows:

(a) Buyer shall pay for the cost of the surveys, and documentary stamps due on the deed(s), if any.

(b) Seller shall pay the cost of title search expenses and title premiums, recording the deeds, and for any corrective instruments related to title matters.

(c) Real estate taxes for the then current year shall be prorated as of the Closing Date and paid by Seller at Closing, through said date.

7. Parcels to be Sold "As Is". Buyer shall have no recourse against Seller with respect to any matter regarding the Parcels (other than the warranties contained in the warranty deed to be delivered at closing), and Seller makes no other warranty or representation (implied or otherwise) with respect to the Property or this transaction. Without limiting the generality of the foregoing, Buyer acknowledges that it has conducted and will continue to conduct, prior to closing, its own due diligence investigation of each Parcel to determine its suitability for Buyer's intended use. This paragraph 7 shall survive the closing of all the transactions contemplated herein.

8. Closing Date. Closing shall take place at the offices of Tew, Barnes & Atkinson, L.L.P., Clearwater, Florida, in accordance with the following schedule, as to each parcel:

Initial Closing: High School Parcel Closing and Middle School Parcel Closing, together with the Access Parcel and Drainage/Mitigation Parcel, shall occur within forty-five (45) days after the Effective Date of this Agreement;

Second Closing: One (1) Elementary School Parcel Closing shall occur within one (1) year after the Initial Closing;

Third Closing: One (1) Elementary School Parcel Closing shall occur within two (2) years after the Initial Closing;

Fourth Closing: One (1) Elementary School Parcel Closing shall occur within three (3) years after the Initial Closing;

Option Closing: The Option Parcel Closing shall occur, if such option is exercised by Buyer, within five (5) years after the Initial Closing (defined above).

9. Default. In the event that either party should fail to consummate the transaction contemplated herein for any reason, except the other party's default, the sole and exclusive remedy hereunder shall be the right to sue for specific performance of this Agreement. No party shall be liable to any other party for any monetary damages in any event.

10. Brokerage. Each party warrants and represents to the other that no broker is involved in this transaction. Each party further agrees to indemnify and hold harmless the other party from and against any and all claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation, arising from the acts of the indemnifying party in conjunction with this Agreement or the transactions

contemplated herein. This paragraph 10 shall survive the closing of the transactions contemplated herein.

11. Notices. Any notice required to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by U.S. certified mail, postage prepaid, return receipt requested, or overnight delivery service. Such written notice shall be addressed as follows:

As to Seller:	Wiregrass Ranch, Inc. Attn: Don Porter 2528 Highway 581 Wesley Chapel, FL 33543
With a Copy to:	Joel R. Tew, Esquire Tew, Barnes & Atkinson, L.L.P. 2655 McCormick Drive Clearwater, FL 33759
As to Buyer:	Pasco County School District Attn: Dr. John Long, School Superintendent 7227 Land O' Lakes Boulevard Land O' Lakes, FL 34639
With a Copy to:	Dennis Alfonso, Esquire P.O. Box 4 Dade City, FL 33526-0004

Either party may, by subsequent written notice, designate a different address or parties for receiving notice.

12. Assignment. This Agreement may not be assigned by Buyer without the express written consent of Seller, which consent shall be in Seller's sole and absolute discretion.

13. Attorney's Fees. In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorney's fees and court costs, such attorneys' fees to include those incurred on any appeal. The provisions of this paragraph 13 shall survive the closings of the transactions contemplated in this Agreement.

14. Special Provisions. This Agreement shall be conditioned upon the following, additional covenants and obligations between and among the parties, which shall survive each Closing:

(a) At each Closing, Buyer will execute IRS Form 8283 for each parcel, acknowledging the fair market value of each respective parcel, for bargain-sell charitable contribution purposes in favor of Seller, if requested by Seller and supported by MAI appraisal.

(b) As reflected on Exhibit "A," access to both the High School Parcel and the Middle School Parcel is to be provided via the extension of new S.R. 56 eastward from C.R. 581 (Bruce B. Downs Blvd.), and then via the extension of new Porter Boulevard southward from new S.R. 56, to connect with existing Mansfield Road to the south of Wiregrass Ranch. In consideration for the Purchase Price for the High School Parcel and the Middle School Parcel, Seller shall cause its Designated Developer within the Wiregrass Ranch project, Pulte Home Corporation, or the Community Development District, to design and construct such portion of S.R. 56 Extension from C.R. 581 to Porter Blvd., and the Porter Blvd. southern extension to Mansfield Road, adjacent to the High School Parcel access road and the Middle School Parcel frontage, as generally depicted on Exhibit "A" hereto, together with sanitary sewer and potable water transmission lines having sufficient design capacity for both school sites, within the right-of-way for said public roadways (collectively the "Road and Utility Connection." The Road and Utility Connection shall be completed by Seller's Designated Developer or the CDD on or before June 30, 2006, subject to Acts of God, force majeure, and design/permitting/construction approvals, requirements and conditions of governmental entities having jurisdiction, or other such third-party events or acts not within the reasonable control of Seller or its Designated Developer or the CDD.

(c) The Buyer acknowledges that the Property is only a portion of Wiregrass Ranch, which is owned, and which is undergoing initial planning for future development by one or more developers who are or will be contract purchasers for land within Wiregrass Ranch. Incident to the future planning, zoning entitlement, and/or development of Wiregrass Ranch, Buyer covenants and agrees as follows:

i. The various school parcels covered by this Agreement shall be excluded by Seller from any initial Application for Development Approval for any Development of Regional Impact, and Buyer shall independently own, plan, and develop its school parcels, including provision for mitigation of any of its impacts, if legally required in accordance with applicable Florida law. Seller and its Designated Developer do not assume any responsibility for mitigation of impacts with respect to Buyer's development of any of the parcels, except for the commitment of Seller for the Road and Utility Connection pursuant to 14(b) above, and the provision of off-site land for potential wetland mitigation by Buyer, pursuant to paragraph 2(b) above. Upon request, Buyer shall provide Seller, its Designated Developer, and other governmental agencies having DRI-related jurisdiction with written confirmation that the provision of the school parcels covered by this Agreement is expected to fully mitigate the DRI-related school impacts for the Wiregrass Ranch project, through complete buildout of the project. In the event Seller or its Designated Developer are lawfully required to include the school parcels in any ADA for the project, the School District will negotiate its impact mitigation directly with the agencies having jurisdiction thereof (if lawfully required), and shall indemnify Seller and its Designated Developer against such additional impacts, if any.

ii. The School District agrees to cause its design architect for each of the Parcels to retain King Engineering Associates, Inc., or other engineering firm designated by Seller, as a consultant to coordinate the master drainage plan, master wetland/floodplain mitigation plan, and master transportation access plan for the parcels with the master plan for

Wiregrass Ranch, to achieve maximum public benefit from efficiency in land use and operations and to avoid inconsistency in design engineering and construction.

iii. The ultimate road design upon buildout of Wiregrass Ranch contemplates a minimum of four lanes for S.R. 56, and four lanes for the extension of Porter Blvd. south from S.R. 56, through the access road entrance to the High School Parcel, as generally depicted on Exhibit "A" hereto (with only two lanes for Porter Blvd. continuing south of the High School access to existing Mansfield Road). With respect to the intersection of the High School Parcel access road with Porter Blvd., the Buyer agrees as follows:

(x) Buyer shall engage King Engineering Associates, Inc., or other road engineering consultant designated by Seller, to design and permit the Access Parcel road from the High School Parcel to Porter Blvd., as a four-lane divided and landscaped urban section, and to procure County and/or FDOT permits, as applicable, for the signalization of the High School Access Parcel road intersection with Porter Blvd., at the earliest possible date, as an additional Purchase Price amount for the High School Parcel.

(y) Buyer shall construct the Access Parcel road from the High School Parcel to Porter Blvd., as designed above, at Buyer's expense, and shall provide Seller, its successors and assigns, with non-exclusive access and utility easement rights over the access road for the adjoining parcels fronting on the access road (with full median access), as generally depicted on Exhibit "A." An easement shall be retained by Seller at Closing pursuant to this requirement.

(z) Buyer shall pay, as an additional Purchase Price amount for the High School Parcel, the cost of installation of the traffic signalization for the intersection of the High School Parcel access road at Porter Blvd., up to a maximum additional purchase price of $125,000.00 for such signalization cost, as certified by King Engineering Associates, Inc., or other project engineer designated by Seller. The balance of any such cost shall be paid by Seller or its Designated Developer or CDD.

iv. Incident to the future land use, zoning, or development use of Wiregrass Ranch, the School District agrees not to object to any future zoning or license request by Seller, any future developer or property owner within Wiregrass Ranch, on any adjacent parcel or other area within Wiregrass Ranch, including, without limitation, any application for AB "wet zoning" variances, licenses, permits, or other approvals.

~~v. By separate resolution of its governing board, the School District shall designate the high school to be constructed within the High School Parcel as "Wiregrass High School," in recognition/memory of James H. "Wiregrass" Porter.~~

vi. The Buyer acknowledges that all Parcels under this Agreement are within a proposed high quality, master-planned community, adjacent to future residential, office, retail and other public uses. Therefore, Buyer agrees that the final site plan for each parcel, and

the architectural design and quality of the improvements to be constructed thereon (i.e., exterior façade, style, and color scheme), shall be subject to the prior review and comment and approval of Seller, which approval shall not be unreasonably withheld. Without limiting the foregoing, Buyer agrees to utilize split-face block or better construction materials for the principal buildings within the High School and Middle School Parcels, and to use directional lighting wherever feasible for parking and recreational facilities, to minimize unnecessary impacts on adjoining properties. Buyer also agrees to participate in a master signage plan and master landscape plan along all frontage areas in cooperation with Seller's Designated Developer.

vii. The School District agrees to cooperate, to the extent financially feasible, with Seller or its Designated Developer with respect to a joint community college facility/program in conjunction with the high school campus, and/or a public-private partnership to create a public auditorium/fine arts/performing arts center for the community.

15. Effective Date; Due Diligence Period. This Agreement shall become legally effective upon the date it is accepted and approved by the Buyer's governing board, and executed by its Chairman (the "Effective Date"), notwithstanding earlier execution hereof by the Seller. From and after the Effective Date, Buyer shall have thirty (30) days within which to conduct its due diligence with respect to the Parcels which are subject to this Agreement, including any environmental analysis, flood plain analysis, appraisal analysis, Comprehensive Plan consistency approval, or other matter whatever deemed necessary by Buyer. Buyer shall notify Seller and its project engineer, King Engineering Associates, Inc., prior to access upon any of the Parcels by Buyer or any third party consultants, and shall indemnify Seller and hold it harmless from any property damage, personal injury, or other loss or casualty incurred by reason of Buyer or its consultants in connection with such entry and/or inspection. Unless Buyer terminates this Agreement on or before the 30th day (i.e., prior to expiration of the "Due Diligence" period), this Agreement shall be binding upon both Seller and Buyer, in accordance with its terms.

16. Miscellaneous. This Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the parties, and no representation, warranty, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may be modified only by an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns (where assignment is permitted). This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Time is of the essence of this Agreement. Headings to paragraphs used in this Agreement have been provided for convenience only and shall not affect the interpretation hereof. Whenever used herein, the singular form shall include the plural and vice versa, and the use of any gender shall include all genders, as appropriate. **This Agreement shall be null and void if not accepted by the governing body of Buyer on or before March 15, 2004** 16

17. Radon Gas. Buyer acknowledges that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from the county public health unit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

"SELLER"

Wiregrass Ranch, Inc.

WITNESSES:

By: _____
Thomas M. Porter
Title: Vice President

As to Seller

Date: 3/02/04

"BUYER"

School District of Pasco County, Florida
through its School Board

By: _____

Printed Name: Joan Larkin Weightman
Chairperson

As to Buyer

Date: 3/16/04

Date: 3/16/04

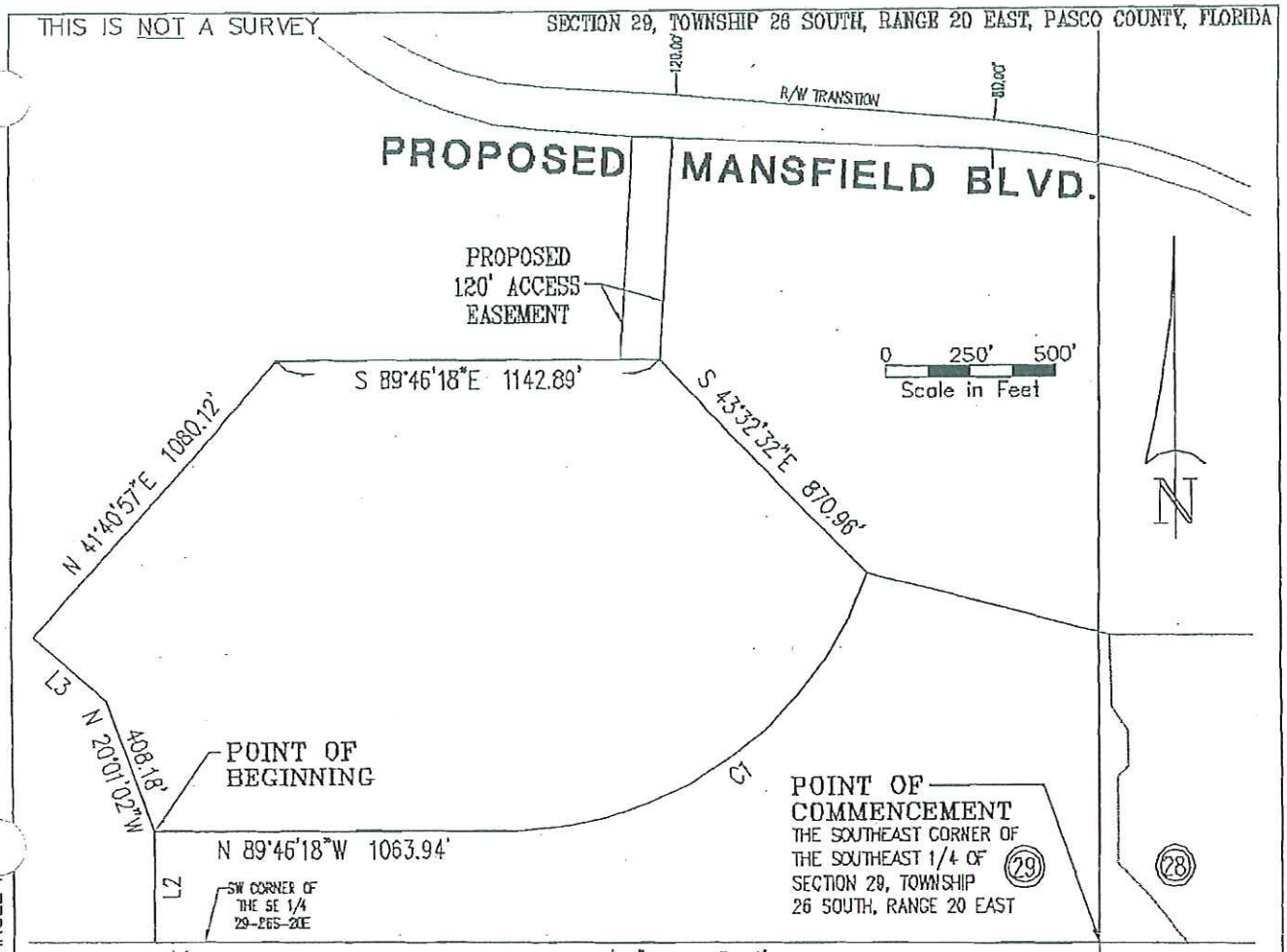
List of Exhibits

Exhibit A	-	Concept Plan/Educational Complex
Exhibit B	-	High School Parcel Legal Description
Exhibit C	-	Middle School Parcel Legal Description
Exhibit D	-	Drainage/Mitigation Parcel Legal Description
Exhibit E	-	Access Parcel Legal Description

EXHIBIT "B"

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.06'
L3	N 48°19'03"W	283.03'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC..

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	71°29'55"	1100.00	1372.67	1285.33	791.87	S 54°28'45"W

WIREGRASS RANCH

PROPOSED HIGH SCHOOL PARCEL AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/25/04	R.E.D.	R.H.L.	R.H.L.
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		29	26 SOUTH	20 EAST

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 • 880 • 8881
FAX 813 • 500 • 0652
E-MAIL King@kingengineering.com

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\Su 3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL

EXHIBIT "B"

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet for a POINT OF BEGINNING; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 1,080.12 feet; thence S.89°46'18"E. a distance of 1,142.89 feet; thence S.43°32'32"E. a distance of 870.96 feet to a point of curvature; thence 1,372.67 feet along the arc of a non-tangent curve to the right, concave Northwesterly, having a radius of 1,100.00 feet, delta 71°29'55", chord bearing and distance S.54°28'45"W., 1,285.33 feet; thence N.89°46'18"W., a distance of 1,063.94 feet to the POINT OF BEGINNING.

Containing 59.174 acres more or less.

WIREGRASS RANCH

PROPOSED HIGH SCHOOL PARCEL AT WIREGRASS

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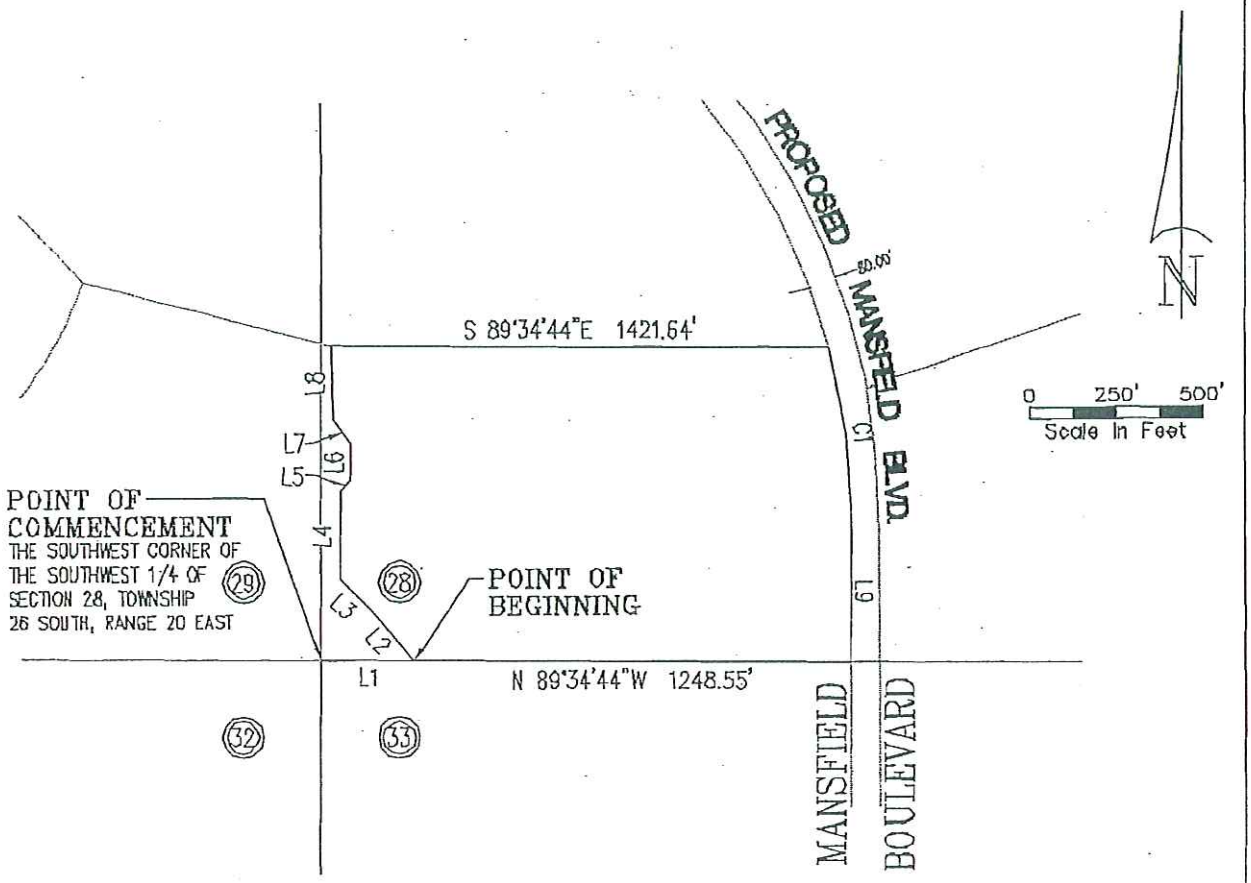
FAX 813 • 880 • 8882
E-MAIL King04@kingengineering.com

Q:\Su\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL

EXHIBIT C

THIS IS NOT A SURVEY

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°34'44"E	263.85'
L2	N 39°10'55"W	189.87'
L3	N 46°30'18"W	125.95'
L4	N 00°57'59"E	248.15'
L5	N 43°44'49"E	44.38'
L6	N 00°00'00"E	103.15'
L7	N 34°14'03"W	84.30'
L8	N 02°14'18"W	210.69'
L9	S 00°25'16"W	395.38'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
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CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	14°56'41"	1940.00	506.02	504.59	254.45	S 07°03'04"E

WIREGRASS RANCH

PROPOSED MIDDLE SCHOOL PARCEL AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/26/04	R.E.D.	R.H.L.	R.H.L
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		28	26 SOUTH	20 EAST

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RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\Su 3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL B

EXHIBIT C

THIS IS NOT A SURVEY

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the Southwest 1/4 of Section 28, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence S.89°34'44"E., along the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33, a distance of 263.85 feet to the POINT OF BEGINNING; thence leaving said line, N.39°10'55"W. a distance of 189.87 feet; thence N.46°30'18"W., a distance of 125.95 feet; thence N.00°57'59"E., a distance of 248.15 feet; thence N.43°44'49"E., a distance of 44.38 feet; thence N.00°00'00"E., a distance of 103.15 feet; thence N.34°14'03"W., a distance of 84.30 feet; thence N.02°14'18"W., a distance of 210.69 feet; thence S.89°34'44"E., a distance of 1,421.64 feet to the Westerly right-of-way line of proposed Mansfield Boulevard (an 80' proposed R/W); thence 506.02 feet along the arc of a non-tangent curve to the right, concave Southwesterly, having a radius of 1,940.00 feet, delta 14°56'41", chord bearing and distance S.07°03'04"E., 504.59 feet; thence S.00°25'16"W., a distance of 395.38 feet to the South line of the Southwest 1/4 of said Section 28; thence N.89°34'44"W., along said South line of said Section 28, a distance of 1,248.55 feet to the POINT OF BEGINNING.

Containing 29.192 acres more or less.

WIREGRASS RANCH

PROPOSED MIDDLE SCHOOL PARCEL AT WIREGRASS

King
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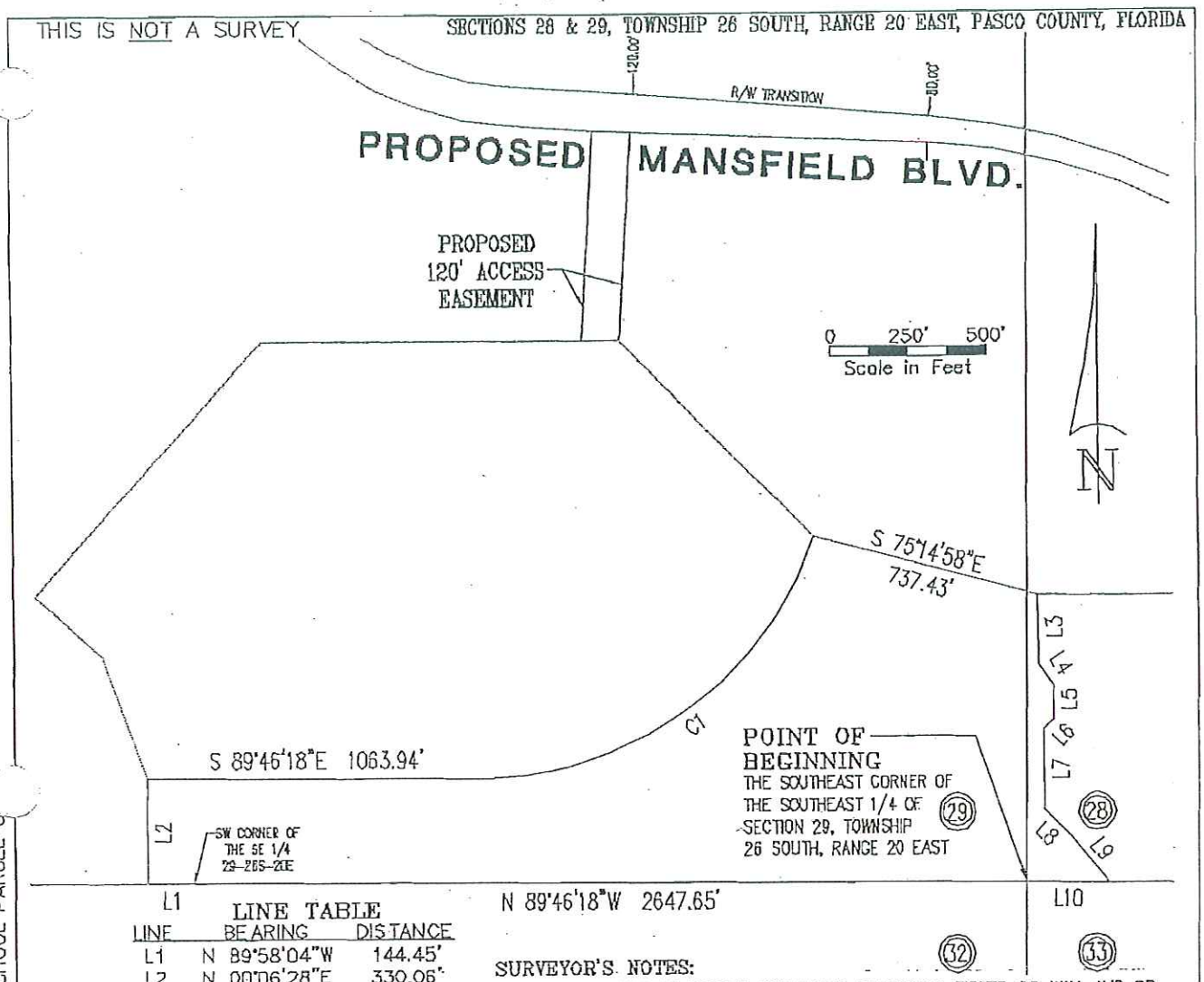
FAX 813-880-8882
E-MAIL kingeng@kingengineering.com

Q:\Su 3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL B

EXHIBIT "D"

THIS IS NOT A SURVEY

SECTIONS 28 & 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



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CURVE TABLE

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C1	71°29'55"	1100.00	1372.67	1285.33	791.87	N 54°28'45"E

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WIREGRASS RANCH

PROPOSED DRAINAGE/MITIGATION EASEMENT AT WIREGRASS

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/26/04	R.E.D.	R.H.L.	R.H.L.
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		28 & 29	26 SOUTH	20 EAST

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E-MAIL King@kingengineering.com

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\Sur...\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL C

EXHIBIT "D"

THIS IS NOT A SURVEY

SECTIONS 28 & 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

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Beginning at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence S.89°46'18"E., a distance of 1,063.94 feet to a point of curvature; thence 1,372.67 feet along the arc of a tangent curve to the left, concave Northwesterly, having a radius of 1,100.00 feet, delta 71°29'55", chord bearing and distance N.54°28'45"E., 1,285.33 feet; thence S.75°14'58"E., a distance of 737.43 feet; thence S.02°14'18"E., a distance of 210.69 feet; thence S.34°14'03"E., a distance of 84.30 feet; thence S.00°00'00"W., a distance of 103.15 feet; thence S.43°44'49"W., a distance of 44.38 feet; thence S.00°57'59"W., a distance of 248.15 feet; thence S.46°30'18"E., a distance of 125.95 feet; thence S.39°10'55"E. a distance of 189.87 feet to the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33; thence N.89°34'44"W. a distance of 263.85 feet to the POINT OF BEGINNING.

Containing 38.072 acres more or less.

WIREGRASS RANCH

PROPOSED DRAINAGE/MITIGATION EASEMENT AT WIREGRASS

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ENGINEERING ASSOCIATES, INC.
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ONE MEMORIAL CENTER, SUITE 209
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E-MAIL King@kingengineering.com

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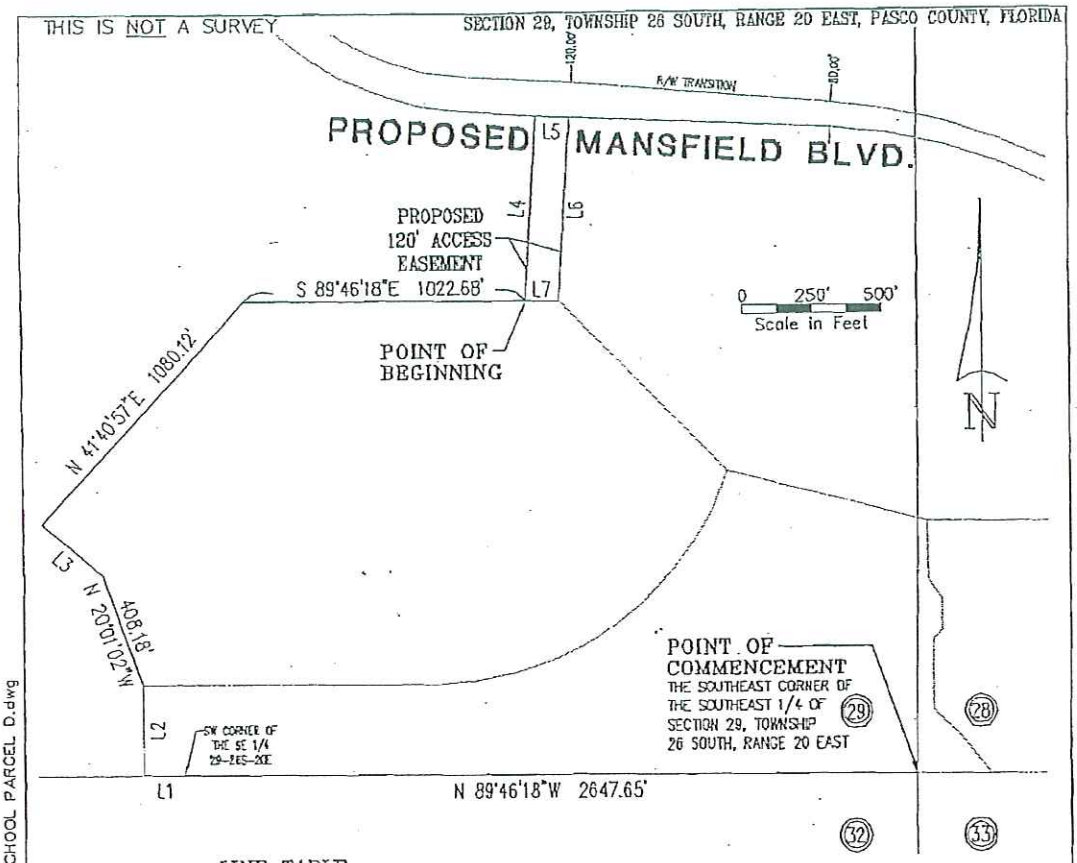
EXHIBIT E



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.06'
L3	N 48°19'03"W	283.03'
L4	N 03°37'04"E	667.74'
L5	S 86°22'56"E	120.00'
L6	S 03°37'04"W	660.63'
L7	N 89°46'18"W	120.21'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC..

WIREGRASS RANCH

PROPOSED HIGH SCHOOL 120' ACCESS EASEMENT

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=500'	2/25/04	R.E.D.	R.H.L.	R.H.L.
JOB No. 3109-301-000		SECTION 29	TOWNSHIP 26 SOUTH	RANGE 20 EAST

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MORIDIAN CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE (813) 888-8881
FAX (813) 882-8612
E-MAIL kingtampa@kingengineering.com

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

C:\Survey\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL D.dwg

EXHIBIT "E

THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 1,080.12 feet; thence S.89°46'18"E. a distance of 1,022.68 feet for a POINT OF BEGINNING; thence N.03°37'04"E., a distance of 667.74 feet to the intersection of the proposed southerly right-of-way line of Mansfield Boulevard (120' R/W); thence S.86°22'56"E., along said right-of-way a distance of 120.00 feet; thence leaving said right-of-way S.03°37'04"W., a distance of 660.63 feet; thence N.89°46'18"W., a distance of 120.21 feet to the POINT OF BEGINNING.

Containing 1.830 acres more or less.

WIREGRASS RANCH

PROPOSED HIGH SCHOOL 120' ACCESS EASEMENT

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ONE MEMORIAL CENTER, SUITE 300
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FAX 813 - 880 - 8882
E-MAIL King@kingengineering.com

Q:\Survey\3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL D.dwg

EXHIBIT O

AGREEMENT WITH FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS DATED OCTOBER 8, 2004

WIREGRASS RANCH

DRI No. 260

PASCO COUNTY

ON FILE WITH PASCO COUNTY GROWTH MANAGEMENT DEPARTMENT

NOTICE OF ADOPTION OF THE
DEVELOPMENT ORDER FOR THE WIREGRASS RANCH
DEVELOPMENT OF REGIONAL IMPACT

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 07-291 dated 7/17/07 has adopted the development order for a Development of Regional Impact known as Wiregrass Ranch. The above-referenced development order constitutes a land development regulation applicable to the property described in Exhibit C of the development order.

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

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

COUNTY COMMISSIONERS ORGANIZED JUNE 27 1887 PASCO COUNTY, FLORIDA (SEAL)
ATTEST:

JED PITTMAN, CLERK

ANN HILDEBRAND, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVED
JUL 17 2007

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 25th of July, 2007
JED PITTMAN, CLERK TO THE BOARD
BY Sandra Bader D.C.