

#264



## PASCO COUNTY, FLORIDA

NEW PORT RICHEY  
DADE CITY  
LAND O' LAKES  
FAX

(727) 847-8193  
(352) 521-4274  
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GROWTH MANAGEMENT DEPARTMENT  
WEST PASCO GOVT. CENTER  
7530 LITTLE ROAD, SUITE 320  
NEW PORT RICHEY, FL 34654-5598

CERTIFIED MAIL NO. 7008 0150 0003 6528 6663  
RETURN RECEIPT REQUESTED

September 26, 2012

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

RE: Starkey Ranch Development of Regional Impact (DRI) #264  
Rescission

Dear Mr. Meyer:

Enclosed please find an executed resolution of rescission for Starkey Ranch Development of Regional Impact #264 (Resolution No. 12-309), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025, Florida Administrative Code. The Starkey Ranch DRI was rescinded by the Pasco County Board of County Commissioners on September 11, 2012.

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

Sincerely,

*Cynthia D. Spidell*

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

Enclosure

RESOLUTION NO. 12-309

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA RESCINDING THE  
DEVELOPMENT ORDER OF THE STARKEY RANCH  
DEVELOPMENT OF REGIONAL IMPACT (DRI NO. 264,  
RESOLUTION 08-393, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with Section 380.06, Florida Statutes as amended, Starkey Ranch Investment Company, LLC (Applicant/Developer) filed an Application for Development Approval (ADA) for a Development of Regional Impact (DRI) known as Starkey Ranch DRI No. 264 (Project); and

**WHEREAS**, on September 23, 2008, the Pasco County Board of County Commissioners adopted the development order for the Starkey Ranch DRI; and

**WHEREAS**, Starkey Ranch Investment Company, LLC has requested that Pasco County rescind its' DRI development order for the Project pursuant to Section 380.115, Florida Statutes; and

**WHEREAS**, the development order provided for development of the Starkey Ranch DRI, and required that mitigation for impacts of development within the DRI be constructed; and

**WHEREAS**, Section 380.115, Florida Statutes allows for rescission of a development of regional impact development order upon showing that all required mitigation related to the amount of development that existed within the development of regional impact on the date of rescission has been completed; and

**WHEREAS**, no development exists within the Starkey Ranch DRI on this date; and therefore, in accordance with Section 380.115, Florida Statutes, all required mitigation related to the amount of development within the Starkey Ranch DRI on this date has been completed; and

STATE OF FLORIDA, COUNTY OF PASCO  
THIS IS TO CERTIFY THAT THE FOREGOING IS A  
TRUE AND CORRECT COPY OF THE DOCUMENT  
ON FILE OR OF PUBLIC RECORD IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL THIS  
20th DAY OF September 2012  
PAULA S. O'NEIL, CLERK & COMPTROLLER  
BY Sandra Babin DEPUTY CLERK



**WHEREAS**, notice of the hearing on this resolution has been published in a newspaper of general circulation within Pasco County at least fifteen (15) days prior to the date set for the Pasco County Board of County Commissioners hearing on this resolution; and

**WHEREAS**, Pasco County is willing to rescind the development order for the Starkey Ranch DRI.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Pasco County, Florida:

**A. ORDER**

1. The above recitals are hereby adopted and incorporated into the body of this resolution by reference.

2. The Board of County Commissioners of Pasco County hereby adopts this resolution and rescinds and terminates the Starkey Ranch DRI development order previously adopted by the Board of County Commissioners based upon the findings below.

3. The request to Pasco County to rescind the Starkey Ranch DRI development order was made in accordance with Section 380.115, Florida Statutes.

4. No development exists within the Starkey Ranch DRI on this date; and therefore, in accordance with Section 380.115, Florida Statutes, all required mitigation related to the amount of development within the Starkey Ranch DRI on this date has been completed.

5. The Project shall be governed by Pasco County's Comprehensive Plan, the applicable zoning requirements, Pasco County's Land Development Code, and other applicable regulations.

6. This resolution take effect upon the effectiveness of the corresponding Comprehensive Plan Amendment to PD (Planned Development) and CON (Conservation Lands) and Master Plan Unit Development zoning district.

7. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

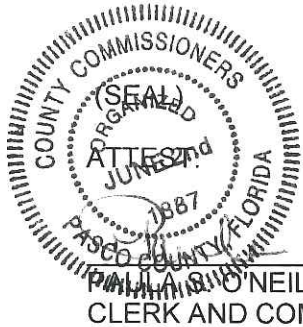
**B. PROCEDURES**

1. Notice of Rescission: A Notice of Rescission shall be filed and recorded in the Public Records of Pasco County, Florida.

2. Certified Resolution: The Clerk and Comptroller, Board Records Department shall return four (4) certified copies of this resolution, including all exhibits, and one original Notice of Rescission to the Pasco County Planning & Growth Management Department. The Pasco County Growth Management Department shall then send out copies to the Florida Department of Economic Opportunity, the Tampa Bay Regional Planning Council, and to the attorney of record in these proceedings.

3. Severability: Each provision of this Resolution is material to the Board of County Commissioners' approval of this Resolution. 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 this Resolution shall be suspended until such time that the Board of County Commissioners modifies the this Resolution 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 any of the Project's 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 Certificates of Occupancy. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of this Resolution and the challenged portion is subsequently declared illegal or invalid, this Resolution shall not be suspended and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this Resolution is declared illegal or invalid as the result of a third party challenge, the Applicant/Developer shall cooperate with the County to amend this Resolution to address the portion which has been declared invalid or illegal.

DONE AND RESOLVED this 11<sup>th</sup> day of September, 2012.



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

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

By: [Signature]  
ANN HILDEBRAND, CHAIRMAN

APPROVED  
IN SESSION

SEP 11 2012

PASCO COUNTY  
BCC



copy

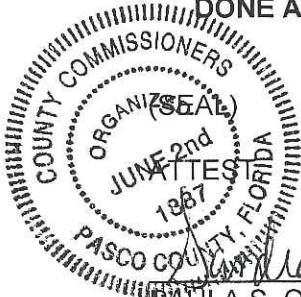
**NOTICE OF RESCISSION OF THE  
STARKEY RANCH DEVELOPMENT OF REGIONAL IMPACT NO. 264**

Notice is hereby given that the Pasco County Board of County Commissioners, by Resolution No. 12-309, dated September 11, 2012, has adopted a Rescission to the Development of Regional Impact No. 264, known as Starkey Ranch, rescinding the Development Order, and effecting the rescission of the DRI (Rescission). The Rescission constitutes a land development regulation applicable to the property described in Exhibit "A" attached hereto.

The Rescission 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 Exhibit "A" or actual constructive notice of any of the same under the authority of Section 380.06, Florida Statutes.

**DONE AND RESOLVED** this 11<sup>th</sup> day of September, 2012.



Paula S. O'Neil, Ph.D.,  
CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

Ann Hildebrand  
ANN HILDEBRAND, CHAIRMAN

APPROVED  
IN SESSION

SEP 11 2012

PASCO COUNTY  
BCC

**EXHIBIT A  
STARKEY RANCH DRI  
LEGAL DESCRIPTION**

## Legal Description

### Starkey Ranch DRI

PARCEL: A

A parcel of land being a portion of Sections 16, 17, 19, 20, 21, 22, 26, 27, 28, 29 and 30, Township 26 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of the Northwest 1/4 of Section 29, Township 26 South, Range 17 East, Pasco County, Florida; thence N89°06'24"W, along the North line of said Northwest 1/4 of Section 29 (being the basis of bearings for this legal description), same being the North line of WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3, as recorded in Plat Book 45, page 55 of the Public Records of Pasco County, Florida, for 2,225.41 feet to the Northwest corner of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3; thence leaving said North line of the Northwest 1/4 of Section 29, S00°13'42"W, along the West line of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3, for 1,322.62 feet to the point of intersection with the South line of the North 1/2 of said Northwest 1/4 of Section 29, same being the Southwest corner of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3; thence N89°08'10"W, along said South line of the North 1/2 of the Northwest 1/4 of Section 29, for 419.38 feet to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 26 South, Range 17 East, Pasco County, Florida; thence N89°02'23"W, along the South line of said Northeast 1/4 of the Northeast 1/4 of Section 30 and the South line of the Northwest 1/4 of said Northeast 1/4 of Section 30, respectively, for 2,414.46 feet; thence leaving said South line of the Northwest 1/4 of the Northeast 1/4 of Section 30, S00°10'00"W, for 1,283.36 feet to the point of intersection with the Northerly Right-of-Way line of State Road 54, according to that certain State of Florida Department of Transportation Right of Way Map prepared by the Genesis Group, Inc., Work Program Item/Segment 256336 1, dated 4/15/99, same being the point of intersection with a non-tangent curve, concave Northeasterly; thence Northwesterly along said Northerly Right-of-Way line of State Road 54, along the arc of said curve, from a radial bearing of S26°57'20"W, having a radius of 1,785.19 feet, a central angle of 16°53'38", an arc length of 526.37 feet, and a chord bearing N54°35'51"W for 524.47 feet to the point of tangent; thence N44°29'27"W, continuing along said Northerly Right-of-Way line of State Road 54, for 279.74 feet; thence leaving said Northerly Right-of-Way line of State Road 54, N00°10'00"E, for 790.88 feet to the point of intersection with South line of the Northeast 1/4 of the Northwest 1/4 of said Section 30; thence N88°58'46"W, along said South line of the Northeast 1/4 of the Northwest 1/4 of Section 30, for 378.01 feet to the point of intersection with the East line of that certain property as described in Official Records Book 276, page 184 of the Public Records of Pasco County, Florida; thence leaving South line of the Northeast 1/4 of the Northwest 1/4 of Section 30, N34°09'19"E, along said East line of that certain property as described in Official Records Book 276, page 184, for 8,870.97 feet to a Southwest corner of that certain property as described in Official Records Book 1875, page 1260 of the Public Records of Pasco County, Florida; thence the following twelve (12) courses along the Southerly line of said certain property as described in Official Records Book 1875, page 1260; (1) thence leaving said East line of that certain property as described in Official Records Book 276, page 184, N75°59'50"E, for 2,448.98 feet; (2) thence S59°19'53"E, for 239.14 feet; (3) thence N62°03'50"E, for 1,600.92 feet; (4) thence N55°34'02"E, for 557.49 feet; (5) thence N84°39'20"E, for 431.84 feet; (6) thence S84°50'08"E, for 231.35 feet; (7) thence S54°39'17"E, for 172.88 feet; (8) thence S24°28'26"E, for 624.95 feet; (9) thence S63°37'08"E, for 831.78 feet; (10) thence S53°25'58"E, for 188.54 feet; (11) thence S53°26'01"E, for 440.44 feet; (12) thence S07°24'15"E, for 695.75 feet to the point of intersection with the Southwesterly line of that certain property as described in Official Records Book 4482, page 132 of the Public Records of Pasco County, Florida; thence the following fifty (50) courses along said Southwesterly line of that certain property as described in Official Records Book 4482, page 132; (1) thence leaving said Southerly line of that certain property as described in Official Records Book 1875, page 1260, S06°59'01"W, for 209.29 feet; (2) thence S28°20'36"E, for 264.22 feet; (3) thence S04°37'11"W, for 238.03 feet; (4) thence S29°32'23"E, for 247.23 feet; (5) thence S20°35'31"E, for 236.04 feet; (6) thence S00°37'54"E, for 241.30 feet; (7) thence S12°37'17"E, for 313.82 feet; (8) thence S74°42'22"E, for 225.78 feet; (9) thence S48°59'43"E, for 413.43 feet; (10) thence S00°46'38"E, for 257.63 feet; (11) thence S15°48'14"W, for 102.98 feet; (12) thence S04°22'37"E, for 85.66 feet; (13) thence S79°08'22"W, for 154.70 feet; (14) thence S29°18'45"W, for 186.27 feet; (15) thence S37°35'43"E, for 323.79 feet; (16) thence S84°56'00"E, for 470.07 feet; (17) thence S22°49'34"E, for 122.61 feet; (18) thence S18°48'45"E, for 175.50 feet; (19) thence S33°01'11"E, for 195.45 feet; (20) thence S49°36'20"E, for 184.25 feet; (21) thence S51°18'16"E, for 189.12 feet; (22) thence S36°14'58"E, for 128.82 feet; (23) thence S46°32'50"E, for 225.75 feet; (24) thence S30°02'50"E, for 172.23 feet; (25) thence S50°22'12"E, for 269.58 feet; (26) thence S22°57'35"E, for 289.55 feet; (27) thence S14°11'21"E, for 293.43 feet; (28) thence S47°17'03"E, for 480.59 feet; (29) thence S11°42'41"W, for 234.77 feet; (30) thence S51°16'19"E, for 229.87 feet; (31) thence S89°32'40"E, for 105.32 feet; (32) thence S47°49'38"E, for 228.93 feet; (33) thence



N88°03'44"E, for 411.66 feet; (34) thence N29°34'34"E, for 170.66 feet; (35) thence N42°45'33"W, for 274.86 feet; (36) thence N46°19'34"E, for 153.32 feet; (37) thence N72°28'22"E, for 145.41 feet; (38) thence S64°29'59"E, for 115.17 feet; (39) thence N83°05'47"E, for 99.98 feet; (40) thence S76°42'06"E, for 145.18 feet; (41) thence S59°16'21"E, for 467.14 feet; (42) thence S89°07'50"E, for 427.98 feet; (43) thence S74°57'39"E, for 115.82 feet; (44) thence S31°30'28"E, for 328.12 feet; (45) thence N75°02'55"E, for 295.38 feet; (46) thence S81°59'26"E, for 297.57 feet; (47) thence N75°18'45"E, for 206.75 feet; (48) thence N55°23'21"E, for 153.92 feet; (49) thence S67°19'10"E, for 273.38 feet; (50) thence S51°20'20"E, for 479.14 feet to the point of intersection with the Westerly line of that certain property as described in Official Records Book 2020, page 1848 of the Public Records of Pasco County, Florida; thence the following nine (9) courses along said Westerly line of that certain property as described in Official Records Book 2020, page 1848; (1) thence leaving said Southwesterly line of that certain property as described in Official Records Book 4482, page 132, S33°31'07"W, for 238.38 feet; (2) thence S40°39'19"W, for 180.75 feet; (3) thence S16°30'47"W, for 238.34 feet; (4) thence S44°27'49"E, for 316.70 feet; (5) thence S22°32'41"E, for 317.48 feet; (6) thence S02°48'40"E, for 579.93 feet; (7) thence S79°19'35"E, for 284.60 feet; (8) thence S83°17'38"E, for 302.69 feet; (9) thence S37°25'04"W, for 129.81 feet to the point of intersection with the East line of the Northeast 1/4 of Section 27, Township 26 South, Range 17 East, Pasco County, Florida; thence leaving said Westerly line of that certain property as described in Official Records Book 2020, page 1848, S00°42'31"W, along said East line of the Northeast 1/4 of Section 27, for 630.38 feet to the Southeast corner of said Northeast 1/4 of Section 27; thence N88°46'04"W, along the South line of said Northeast 1/4 of Section 27, for 459.45 feet; thence leaving said South line of the Northeast 1/4 of Section 27, N13°50'58"W, for 119.19 feet; thence N81°36'42"W, for 410.10 feet; thence S53°23'18"W, for 270.85 feet to the point of intersection with said South line of the Northeast 1/4 of Section 27; thence N88°46'04"W, along the South line of said Northeast 1/4 of Section 27, for 1,347.52 feet; thence leaving said South line of the Northwest 1/4 of Section 27, S77°41'06"W, for 215.48 feet to the point of intersection with the East line of Lot 1 Block S, according to THE LYON COMPANY'S SUBDIVISION, as recorded in Plat Book 2, page 39 of the Public Records of Pasco County, Florida; thence S00°18'33"W, along said East line Lot 1 Block S, for 78.97 feet to the point of intersection with said Northerly Right-of-Way line of State Road 54, same being the point of intersection with a non-tangent curve, concave southerly; thence westerly along said Northerly Right-of-Way line of State Road 54, along the arc of said curve, from a radial bearing of S00°09'38"W, having a radius of 5,374.00 feet, a central angle of 02°27'09", an arc length of 230.03 feet, and a chord bearing S88°56'04"W for 230.02 feet, to the point of tangent, same being the point of intersection with the West line of the East 270.00 feet of said Lot 1 Block S; thence leaving said Northerly Right-of-Way line of State Road 54, N00°18'33"E, along said West line of the East 270.00 feet of Lot 1 Block S, for 138.75 feet to the point of intersection with South line of the Northwest 1/4 of said Section 27; thence N88°45'08"W, along said South line of the Northwest 1/4 of Section 27, for 37.00 feet; thence leaving said South line of the Northwest 1/4 of Section 27, S00°18'33"W, for 141.16 feet to the point of intersection with said Northerly Right-of-Way line of State Road 54, same being the point of intersection with a non-tangent curve, concave southerly; thence westerly along said Northerly Right-of-Way line of State Road 54, along the arc of said curve, from a radial bearing of S02°55'54"E, having a radius of 9,040.79 feet, a central angle of 00°43'03", an arc length of 113.22 feet, and a chord bearing S86°42'34"W for 113.22 feet, to the point of tangent; thence leaving said Northerly Right-of-Way line of State Road 54, N00°18'33"E, for 150.12 feet to the point of intersection with South line of the Northwest 1/4 of said Section 27; thence N88°45'08"W, along said South line of the Northwest 1/4 of Section 27, for 137.02 feet to the point of intersection with the centerline of Orange Street, according to said THE LYON COMPANY'S SUBDIVISION; thence S00°18'33"W, along said centerline of Orange Street, for 169.60 feet to the point of intersection with a non-tangent curve, concave Southerly; thence Westerly along the arc of said curve, from a radial bearing of N04°56'53"W, having a radius of 5,854.58 feet, a central angle of 7°30'03", an arc length of 766.45 feet, and a chord bearing S81°18'06"W for 765.91 feet to the point of tangent; thence S77°28'46"W, for 10.37 feet; thence S77°28'45"W, along the Northerly line of that certain property as described in Official Records Book 3769, page 1223 of the Public Records of Pasco County, Florida, for 2,577.21 feet to the point of intersection with said Northerly Right-of-Way line of State Road 54; thence the following thirty three (33) courses along said Northerly Right-of-Way line of State Road 54; (1) thence leaving said Northerly line of that certain property as described in Official Records Book 3769, page 1223, N12°26'05"W, for 616.22 feet; (2) thence S77°58'26"W, for 133.33 feet; (3) thence S12°01'34"E, for 285.60 feet; (4) thence S15°24'09"W, for 13.78 feet; (5) thence S40°24'23"W, for 110.46 feet; (6) thence S54°35'40"W, for 203.05 feet; (7) thence N35°24'20"W, for 19.68 feet; (8) thence S54°35'40"W, for 22.97 feet; (9) thence S35°24'20"E, for 19.68 feet; (10) thence S54°35'40"W, for 139.49 feet; (11) thence S62°28'43"W, for 233.07 feet; (12) thence S12°26'01"E, for 15.82 feet; (13) thence S77°33'59"W, for 110.94 feet to a point of intersection with a curve, concave Northerly; (14) thence Westerly along the arc of said curve, having a radius of 11,301.68 feet, a central angle of 00°28'59", an arc length of 95.29 feet, and a chord bearing S77°48'28"W for 95.29 feet to the point of intersection with a non-tangent line; (15) thence N11°52'03"W, for 16.40 feet; (16) thence S78°07'57"W, for 32.81 feet; (17) thence S11°52'03"E, for 16.40 feet to a point of intersection with a non-tangent curve, concave Northerly; (18) thence Westerly along the arc of said curve, from a radial bearing of S11°47'04"E, having a radius of 11,301.68 feet, a central angle of 00°11'54", an arc length of 39.11 feet, and a chord bearing S78°18'53"W for 39.11 feet to the point of intersection with a non-tangent line; (19) thence N37°02'59"W, for 160.46 feet;

(20) thence N54°52'02"W, for 77.27 feet; (21) thence N68°48'38"W, for 124.21 feet; (22) thence N50°46'04"E, for 149.92 feet; (23) thence N85°05'06"E, for 423.60 feet; (24) thence N60°30'56"E, for 47.07 feet; (25) thence N07°13'53"W, for 59.16 feet; (26) thence N53°57'05"W, for 297.15 feet; (27) thence S65°51'27"W, for 159.21 feet; (28) thence N52°10'09"W, for 110.49 feet; (29) thence N03°46'38"E, for 50.75 feet; (30) thence N89°47'46"W, for 301.01 feet; (31) thence S06°35'00"E, for 476.85 feet; (32) thence S82°57'35"W, for 798.11 feet; (33) thence S06°35'00"E, for 300.00 feet to the point of intersection with said Northerly line of that certain property as described in Official Records Book 3769, page 1223; thence the following five (5) courses along said Northerly line of that certain property as described in Official Records Book 3769, page 1223; (1) thence leaving said Northerly Right-of-Way line of State Road 54, S83°25'00"W, for 895.58 feet; (2) thence N06°34'59"W, for 28.00 feet; (3) thence S83°25'01"W, for 88.51 feet; (4) thence S06°34'59"E, for 28.00 feet; (5) thence S83°25'00"W, for 513.35 feet to the point of intersection with a line 400.00 feet East of and parallel with the East line of the Southeast 1/4 of Section 29, Township 26 South, Range 17 East, Pasco County, Florida; thence N00°15'15"E, along said line 400.00 feet East of and parallel with the East line of the Southeast 1/4 of Section 29, for 890.35 feet; thence N89°44'45"W, for 400.00 feet to the point of intersection with said East line of the Southeast 1/4 of Section 29; thence N00°15'15"E, along said East line of the Southeast 1/4 of Section 29, for 581.36 feet to the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 29; thence N00°15'15"E, along the East line of said Southeast 1/4 of the Northeast 1/4 of Section 29, for 1,319.99 feet to the Northeast corner of said Southeast 1/4 of the Northeast 1/4 of Section 29; thence N89°08'25"W, along the North line of said Southeast 1/4 of the Northeast 1/4 of Section 29, for 1,322.24 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 29; thence continue N89°08'25"W, along the South line of said Northwest 1/4 of the Northeast 1/4 of Section 29, for 1,312.34 feet to the Southeast corner of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3; thence the following eight (8) courses along the East line of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3; (1) thence leaving said South line of the Northwest 1/4 of the Northeast 1/4 of Section 29, N25°35'20"E, for 274.29 feet; (2) thence N89°08'03"W, for 355.63 feet; (3) thence N16°19'38"E, for 354.07 feet; (4) thence N16°16'42"E, for 266.03 feet; (5) thence S85°26'26"E, for 69.96 feet; (6) thence N32°24'45"E, for 221.92 feet; (7) thence N02°15'35"W, for 247.33 feet; (8) thence N10°26'20"W, for 43.75 feet to the point of intersection with the North line of said Northwest 1/4 of the Northeast 1/4 of Section 29, same being the Northeast corner of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3; thence N89°06'29"W, along said North line of the Northwest 1/4 of the Northeast 1/4 of Section 29, same being the North line of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3, for 112.68 feet to the POINT OF BEGINNING.

#### PARCEL B:

A parcel of land being a portion of the Northwest 1/4 of Section 30, Township 26 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of Section 30, Township 26 South, Range 17 East, Pasco County, Florida; thence S88°59'46"E, along the North line of said Northwest 1/4 of Section 30 (being the basis of bearings for this legal description), for 69.63 feet to the point of intersection with the Northerly Right-of-Way line of State Road 54, according to that certain State of Florida Department of Transportation Right of Way Map prepared by the Genesis Group, Inc., Work Program Item/Segment 256336 1, dated 4/15/99, same being the POINT OF BEGINNING; thence leaving said Northerly Right-of-Way line of State Road 54, continue S88°59'46"E, along said North line of the Northwest 1/4 of Section 30, same being the South line of SIENNA WOODS, as recorded Plat Book 25, page 85 of the Public Records of Pasco County, Florida and the South line of LONGLEAF PHASE ONE, as recorded Plat Book 37, page 140 of the Public Records of Pasco County, Florida, respectively, for 1,720.23 feet; thence leaving said North line of the Northwest 1/4 of Section 30, S07°23'41"E, along said South line of LONGLEAF PHASE ONE, for 34.39 feet to the point of intersection with the Westerly Right-of-Way line of Starkey Boulevard, according to Official Records Book 5486, page 1757 of the Public Records of Pasco County, Florida, same being the point of intersection with a non-tangent curve, concave Northwesterly; thence leaving said South line of LONGLEAF PHASE ONE, Southwesterly along said Westerly Right-of-Way line of Starkey Boulevard, along the arc of said curve, from a radial bearing of S48°47'28"E, having a radius of 2,640.00 feet, a central angle of 9°11'49", an arc length of 423.76 feet, and a chord bearing S45°48'27"W for 423.31 feet to the point of tangent; thence S50°24'21"W, along said Westerly Right-of-Way line of Starkey Boulevard, for 764.58 feet to the point of intersection with said Northerly Right-of-Way line of State Road 54; thence N44°29'27"W, along said Northerly Right-of-Way line of State Road 54, for 1,186.80 feet to the POINT OF BEGINNING.

#### PARCEL C:

A parcel of land lying within the northwest 1/4 of Section 30, Township 26 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

Commence at the northwest corner of Section 30, Township 26 South, Range 17 East, Pasco County, Florida; thence along the North boundary of said northwest 1/4 of Section 30, South 88°59'58" East (being the basis of bearings for this legal description), for 69.63 feet to an intersection



with the northerly right-of-way of State Road number #54 (Gunn Highway), according to the Florida Department of Transportation right-of-way maps Segment 256336 1, dated 4-20-99; thence along said northerly right-of-way of State Road number #54, South 44°29'25" East, for 1,247.00 feet to the intersection with the centerline of Starkey Boulevard as shown on Pasco County right-of-way maps, work order number # C-4837.00, dated 1-09-01, revision 5; thence along said centerline of Starkey Boulevard, North 50°24'21" East, for 759.59 feet; thence leaving said centerline South 39°35'39" East, for 60.00 feet to the intersection with the East right-of-way of said Starkey Boulevard the same also being the POINT OF BEGINNING ; said point also being the beginning of a curve to the left, of which the radius point lies North 39°35'39" West, a radial distance of 2,760.00 feet; thence along said East right-of-way of Starkey Boulevard the following seven (7) courses; (1) 296.51 feet northeasterly along the arc of said curve, with a radius of 2,760.00 feet, a central angle of 06°09'19", and a chord distance of bears North 42°46'58" East; (4) South 55°26'50" East, for 5.61 feet; (5) South 62°48'39" East, for 35.99 feet; (6) South 73°24'36" East, for 61.74 feet; (7) North 40°12'24" East, for 4.57 feet; thence leaving said East right-of-way of said Starkey Boulevard South 31°41'08"E East, for 81.37 feet; thence South 09°06'45" East, for 64.67 feet; thence South 55°50'41" East, for 85.28 feet; to the intersection with the westerly boundary of the Florida Power Corporation Parcel as described in Official Records Book 276, pages 184 through 186 of the Public Records of Pasco County Florida; thence South 34°09'19" West along said westerly boundary of the Florida Power Corporation Parcel and the Easterly boundary of the Starkey Parcel recorded in Official Records Book 1592, Pages 1753 through 1758 of the Public Records of Pasco County, Florida, respectively, for 1222.11 feet to the intersection of said northerly right-of-way of State Road number #54; thence along said northerly right-of-way North 44°29'25" West, for 631.60 feet to said East right-of-way of Starkey Boulevard; thence along said East right-of-way of Starkey Boulevard the following nine (9) courses; (1) North 50°24'21" East, for 344.37 feet; (2) South 39°35'39" East, for 10.00 feet; (3) North 50°24'21" East, for 100.35 feet; (4) South 82°46'05" East, for 49.22 feet; (5) North 79°00'19" East, for 62.12 feet; (6) North 63°54'13" East, for 47.23 feet; (7) North 52°01'55" East, for 93.40 feet; (8) North 39°35'39" West, for 89.31 feet; (9) North 50°24'21" East, for 82.07 feet to the POINT OF BEGINNING.

Error of closure: 0.0211 feet (LCS) Error of closure: 0.0065 feet (LCS) Error of closure: 0.0051 feet (MDE)

PARCEL A containing 108,919,167 square feet or 2,500.44 acres, more or less. PARCEL B containing 747,925 square feet or 17.17 acres, more or less. PARCEL C containing 540,144 square feet or 12.40 acres, more or less. TOTAL AREA containing 110,207,236 square feet or 2,530.01 acres, more or less.





## 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 9233  
RETURN RECEIPT REQUESTED

September 29, 2008

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

RE: Starkey Ranch - Development of Regional Impact (#264)  
Development Order

Dear Mr. Meyer:

Enclosed please find a certified copy of the Starkey Ranch Development of Regional Impact #264 Development Order (Resolution No. 08-393), which is hereby rendered in accordance with Chapter 380.06, Florida Statutes and Chapter 9J-2.025 Florida Administrative Code. This development order was approved by the Pasco County Board of County Commissioners on September 23, 2008.

Sincerely,

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

Cynthia D. Spidell, MBA  
Planner II

Enclosure



**NOTICE OF ADOPTION OF THE DEVELOPMENT  
ORDER FOR THE STARKEY 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. 08-393, dated Sept. 8<sup>th</sup>, 2008, has adopted the development order (DO) for a Development of Regional Impact known as Starkey Ranch. The above-referenced DO constitutes a land development regulation applicable to the property described in Exhibit C of the DO.

A legal description of the property covered and the DO may be examined upon request at the Office of the Clerk to the Board of County Commissioners at 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 23<sup>rd</sup> day of September, 2008.



Jed Pittman  
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF  
PASCO COUNTY, FLORIDA

Ted Schrader  
TED SCHRADER, CHAIRMAN

**APPROVED**  
SEP 23 2008

STATE OF FLORIDA  
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING  
IS A TRUE AND CORRECT COPY OF  
PAGE(S) 1 OF 1 PAGES  
OF THE ORIGINAL OF RECORD IN MY  
OFFICE. WITNESS MY HAND AND THE  
COUNTY'S OFFICIAL SEAL THIS  
26th of September, 2008  
JED PITTMAN, CLERK TO THE BOARD  
BY Sandra Sadler / Deputy Clerk

**A RESOLUTION ADOPTING A DEVELOPMENT ORDER  
APPROVING, WITH CONDITIONS, THE STARKEY RANCH  
DEVELOPMENT OF REGIONAL IMPACT (DRI NO. 264).**

---

**WHEREAS**, in accordance with Section 380.06, Florida Statutes (F.S.), as amended, Starkey Ranch Investment Company, LLC (Applicant/Developer) has filed an Application for Development Approval (ADA) for a Development of Regional Impact (DRI) for Starkey Ranch known as the Project; and,

**WHEREAS**, the Pasco County Board of County Commissioners (BCC) 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 Project was adopted by the Pasco County BCC on September 23, 2008.

**NOW, THEREFORE, BE IT RESOLVED** by the BCC, in regular session duly assembled that:

The ADA of the Project is approved with conditions, as set forth in the following DO, which is hereby adopted by the BCC:

**PROJECT DEVELOPMENT ORDER**

1. General Findings of Fact

The BCC makes the following general Findings of Fact:

a. The Applicant/Developer has filed, in accordance with Section 380.06, F.S., as amended, the ADA for the Project and three (3) Responses to Request for Additional Information, collectively referred to as the Application.

b. The nature, type, scope, intensity, density, costs, and general impact of the proposed Project, in part, are those which are summarized in Composite Exhibit A, the Application, and in attached Exhibit B, Specific Findings of Fact and Regional Impacts, contained in Pages 1-44 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 Growth Management Department.

c. The real property (Property) encompassed by the Project is owned by Starkey Land Company, LLC, and a description of the said Property is attached hereto as Exhibit C which is made a part of this DO.

d. The current Comprehensive Plan Future Land Use Map classifications for the Property are RES-3 (Residential - 3 du/ga), IL (Industrial - Light), IH (Industrial - Heavy), and ROR (Retail/Office/Residential). Simultaneously with the adoption of this DO, the BCC shall be adopting a Comprehensive Plan Amendment amending the Future Land Use Map classifications for the Property from



RES-3 (Residential - 3 du/ga), IL (Industrial - Light), IH (Industrial - Heavy), and ROR (Retail/Office/Residential) Districts to RES-3 (Residential - 3 du/ga), IL (Industrial - Light), ROR (Retail/Office/Residential), and CON (Conservation Lands) Districts. The proposed development is consistent with the applicable provisions of the RES-3 (Residential - 3 du/ga), IL (Industrial - Light), ROR (Retail/Office/Residential), and CON (Conservation Lands) classifications; the subarea policies; and other Goals, Objectives, and Policies of the Comprehensive Plan.

e. The Project is currently zoned an A-C Agricultural District. An application to amend the zoning to an MPUD Master Planned Unit Development District is required and shall be submitted to the Growth Management Department. The MPUD Master Planned Unit Development Rezoning Petition and the DO shall set forth the permitted uses for the Project and shall detail the permitted uses in the conservation areas. The Applicant/Developer may seek an interim C-2 General Commercial District rezoning for a portion of the Town Center estimated to be approximately fifteen (15) acres in size, subject to approval by the County. However, such interim rezoning shall be required to rezone to an MPUD Master Planned Unit Development District at the time of rezoning for the Project.

f. On April 18, 2007, the TBRPC notified Pasco County (County) that its sufficiency review was complete, that the TBRPC had initiated the preparation of its DRI Final Report, and that the local government should set a date for the public hearing on the pending Application. On July 9, 2007, the TBRPC notified the County that it adopted its Final Report for the Project, recommending approval of the Project with conditions.

g. The BCC scheduled and held a public hearing on the pending Application on September 23, 2008.

h. Notice of the hearing has been published in a newspaper of general circulation at least sixty (60) days prior to the date set for the BCC hearing.

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

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

k. The BCC has received and considered the TBRPC Final Report on the Application.

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

## 2. Conclusions of Law

The BCC hereby finds as follows:

a. This 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 TBRPC Final Report.

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

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

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

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

### 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 recited therein. Such conditions shall be binding upon all Applicant/Developer's successors in interest to the Property.

In the event the County Administrator or his designee (Administrator) determines that a violation of the provisions hereof has occurred, the Administrator may issue a Notice of Noncompliance to the Applicant/Developer. If the noncompliance is not cured by the date stated in the Notice of Noncompliance, the Administrator may require that all development related to the violation cease until the violation has been corrected. The Applicant/Developer may appeal the determination to the BCC pursuant to the LDC, Section 317. 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 Applicant/Developer's commitments set forth in Exhibit D shall be honored by the Applicant/Developer, except as they may be superseded by specific terms of this DO.

c. Development of the Project shall also be governed by the applicable 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 land development regulations, including the LDC. Conflicts between the land development regulations and this DO shall be resolved in accordance with applicable law.

d. The approved DRI shall not be subject to downzoning, unit-density reduction, or intensity reduction until December 31, 2027, unless the County can demonstrate that substantial changes in



the conditions underlying the approval of the DO have occurred; or that the DO was based on substantially inaccurate information provided by the Applicant/Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this DO, the associated DA, MPUD Master Planned Unit Development conditions, Comprehensive Plan, and 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, F.S., and subject to the BCC separate approval, Community Development District(s) (CDD) are hereby authorized to undertake the funding and construction of any of the projects, whether within or without the boundaries of the CDD which are identified within this DO. Further, any obligations of the Applicant/Developer contained in this DO may be assigned to a CDD, homeowners'/property owners' association, or other entity approved by the County.

f. The Property is currently utilized for agricultural and silvicultural 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 and silvicultural activities until the Property is developed in accordance with this DO, but at no greater intensity than at present for the entire Project. No silvicultural or agricultural activities shall be initiated on land not currently under such use unless specifically authorized as part of the Conservation and Habitat Management Plan as further defined herein.

4. Phasing and Duration

a. Phasing Schedule

This Project is specifically approved as a three-phase Project. Phases 1 through 3 of the DRI are specifically approved. The reservation/guarantee of concurrency capacity for transportation shall be through December 31, 2022, for Phases 1 through 3, subject to compliance with the transportation conditions of this DO and the DA. Notwithstanding the entitlement limitations for each phase as set forth herein, the Applicant/Developer may advance any specifically approved Town Center entitlements or other Limited Exemption entitlements under Section 402.7 of the County's Concurrency Management Ordinance to an earlier phase without the requirement of a Notice of Proposed Change (NOPC), MPUD Master Planned Unit Development 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 shall also be reported in the next biennial report for the Project.

b. Effective Date and Duration

(1) 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 all Comprehensive Plan amendments if any associated with the Project.

(2) The effective period of this DO shall be until December 31, 2027. The effective period may be extended by the BCC. 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 the Project shall proceed in accordance with the phasing schedule indicated in Table 1 below.

c. Commencement of Development

Commencement of development of the Project shall occur within three (3) years of the effective date of this DO. For the purpose of this DO, "commencement of development" shall mean the commencement of development of infrastructure, roadways, or other vertical development, unless otherwise approved by the County.

d. Build-Out of Project

(1) The build-out date of the Project shall be December 31, 2022.

(2) Any delay in the build-out date beyond December 31, 2022, 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 Administrator or BCC may waive any applicable transportation analysis requirement for any entitlements within the Project that satisfy the Limited Exemptions criteria of Section 402.7 of the County's Concurrency Management Ordinance; however, build-out-date extensions for such entitlements are still subject to applicable statutory requirements in Section 380.06(19), F.S., as may be amended from time to time.

5. Specific Conditions

a. Development Components

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

Development Category*	Phase 1 2007-12	Phase 2 2012-17	Phase 3 2017-22	Totals
Residential (du)	1,650	2,187	448	4,285
Townhouses (du)	( 450)	( 417)	( 148)	( 1,015)
Apartments (du)	( 200)	( 200)	0	( 400)
Single-Family (du)	( 1,000)	( 1,570)	( 300)	( 2,870)
Retail (square feet)	172,200	104,950	0	277,150
Day Care (square feet)	10,000	20,000	0	30,000
Hotel (rooms)	0	100	0	100
Adult Congregate Living Facility (ACLF) (beds)	0	120	0	120
Multiplex Theater (screens)	0	16	0	16
Office (square feet)	143,500	121,020	80,000	344,520
Light Industrial	70,000	100,000	0	170,000

\*Land uses may be exchanged in accordance with the Land Use Equivalency Matrix attached as Exhibit E. Land use exchanges from retail, light industrial, or office to residential, and land use exchanges from light industrial and office to retail shall be prohibited.

b. Land Use Development

(1) Town Center

The Town Center as generally depicted on Map H shall be a minimum of forty (40) acres and shall be designed and constructed in accordance with the Town Center requirements of the Traditional Neighborhood Development (TND) Ordinance and the Town Center Future Land Use requirements of the Comprehensive Plan. A master plan consistent with the requirements of the TND Ordinance (Town Center Master Plan) shall be approved by the BCC prior to approval of the first preliminary plan/preliminary site plan for any development within the Town Center or Downtown Neighborhood or prior to approval of the first record plat for the 900<sup>th</sup> equivalent single-family detached dwelling unit, whichever occurs first. Any preliminary plan/preliminary site plan submitted for development within the Town Center must be in compliance with the approved Town Center Master Plan. The specific location and size of the Town Center shall be determined at the time of Town Center Master Plan approval.

(2) The Downtown Neighborhood as generally depicted on Map H and as specifically depicted on the Town Center Master Plan shall be designed in accordance with the TND Ordinance. The specific location and size of the Downtown Neighborhood shall be determined at the time of the Town Center Master Plan approval.

(3) The Neighborhoods as generally depicted on Map H shall be developed in accordance with the requirements of the TND Ordinance.

(4) The Business Park as generally depicted on Map H shall contain one (1) or a combination of the following preferred uses in the MPUD Master Planned Unit Development Ordinance for EC-MPUD Master Planned Unit Development as amended (Preferred EC Uses):

- (a) Target Primary Business
- (b) Corporate Business Park
- (c) Permitted Industrial Uses

Development of the Preferred EC Uses in the Business Park shall be in accordance with the development standards for such uses as specified in the MPUD Master Planned Unit Development Ordinance for EC-MPUD Master Planned Unit Development as amended.

(5) Unless otherwise approved pursuant to the Town Center Master Plan or MPUD Master Planned Unit Development, the Applicant/Developer shall be responsible for designing and constructing all necessary public infrastructure for the Town Center and Business Park, including all road intersections and utility improvements within the Town Center prior to approval of the first record plat, or construction plan approval, where no plat is required for the 1,800<sup>th</sup> equivalent single-family detached dwelling units, or as necessary to serve adjacent development or development within the Town Center or Business Park, whichever occurs first. Town Center infrastructure improvements shall be designed and constructed in accordance with the approved Town Center Master Plan.



c. Land Use Exchange

(1) Development entitlements within the Project may be exchanged pursuant to the Land Use Equivalency Matrix attached hereto as Exhibit E. Land use exchange requests shall be provided to and approved by the DRC, with copies to the FDCA and the TBRPC for review and comment a minimum of fourteen (14) days prior to final authorization granted by the County, and the use thereof shall be reported in the next biennial report. Exhibit E represents the Land Use Equivalency Matrix, which is acceptable. Such approval shall not be unreasonably withheld if such request is consistent with the Land Use Equivalency Matrix, this DO, and the Comprehensive Plan as amended. Notwithstanding the foregoing, land use exchanges from retail, light industrial, and office to residential and land use exchanges from light industrial and office to retail shall be prohibited.

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

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

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

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

d. Water Quality and Drainage

(1) Development of the Project shall not lower the Level of Service (LOS) for off-site drainage structures below acceptable standards as established in the adopted Comprehensive Plan and LDC as may be amended from time to time.

(2) The Project's stormwater-management system shall be designed, constructed, and maintained to meet or exceed Chapters 62-25, and 40D-4 or 40D-40, Florida Administrative Code (FAC), and County stormwater-management requirements as may be amended from time to time. Treatment shall be provided by biological filtration wherever feasible. Best Management Practices (BMP) for reducing adverse water-quality impacts as required by the regulations of the County and other appropriate regulatory bodies shall be implemented, including those which prevent construction-related turbidity. In addition, the Applicant/Developer shall comply with the following design requirements:

(a) All swales shall be fully vegetated and operational unless otherwise required by the County or Southwest Florida Water Management District (SWFWMD).

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



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

Should the Applicant/Developer discover that any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the Applicant/Developer shall, within seven (7) days after such discovery, 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.

(3) Landscape and irrigation shall be in conformance with the LDC in effect at the time of preliminary plan/preliminary site plan approval. The Applicant/Developer shall encourage the use of water-conserving landscapes and the responsible use of water by residents and businesses through methods such as deed restrictions and education. Nonnative plant species should not be incorporated into the Project's landscape design unless such nonnative plant species is on the *Florida Friendly Handbook and Plant List* published by the University of Florida (UF) Yards and Neighborhoods Program (<http://www.swfwmd.state.fl.us/publications/files/fl-friendlyhandbook.pdf>). For areas where the Applicant/Developer would like to incorporate turfgrass into the landscape design, the Applicant/Developer shall encourage appropriate soil testing to determine turfgrass compatibility prior to turfgrass selection. Such testing may be coordinated through the County UF/IFAS Extension office. The Applicant/Developer shall follow soil and turfgrass compatibility guidelines generally consistent with the UF/IFAS Extension guidelines, *Preparing to Plant a Florida Lawn*, for any areas where turfgrass may be selected or incorporated into the landscape design. Should turfgrass be selected for areas that do not have naturally occurring soils compatible for such selected turfgrass, the Applicant/Developer shall enhance the soil for the selected turfgrass in accordance with such guidelines established by the UF/IFAS Extension.

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

(5) The predevelopment hydrologic/hydraulic properties of on-site and off-site wetlands shall not be adversely impacted by the development as defined by the SWFWMD rules regulating wetlands. Additionally, the historic average, surface-water volume discharged from the Project shall be maintained. The Applicant/Developer shall develop a detailed hydrologic/hydraulic model, including surface water and groundwater-level monitoring, to evaluate the postdevelopment conditions for review and recommendation by Tampa Bay Water (TBW). Prior to approval of the overall stormwater-management plan, the Applicant/Developer shall, in cooperation with the TBW, the County, and SWFWMD, propose stormwater-

design techniques that achieve the intent of this paragraph. The SWFWMD shall have review and approval authority for the model and stormwater design, and the County shall have final review and approval authority for the model and stormwater design.

(6) No wetland outlet or conveyance, either natural or manmade, should be lowered in elevation from existing conditions, which could cause lower water levels and reduced hydroperiods, except as permitted by the SWFWMD and approved by the County prior to construction plan approval. Except as otherwise permitted by the SWFWMD and approved by the County, no changes to the discharge elevation of wetland outlets or conveyances should occur unless the change is designed to restore artificially connected or drained wetlands to a more hydrological natural state, such that historic wetland water levels and flow quantities are restored. Any increases in hydroperiods or restoration of wetlands shall require approval by the County's Engineering Services Department.

(7) 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 the TBW, 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 four (4) feet of the underlying limestone which is part of a groundwater aquifer. It shall be assumed that excavation which exceeds either of these criteria shall constitute groundwater effects. The Applicant/Developer's responsibilities to prevent this occurrence and any remedial actions that are required, should it occur, shall be required to be addressed by the Applicant/Developer prior to development.

(8) The stormwater-management system shall be designed to maintain the natural hydroperiod of the receiving wetlands, except as permitted by the SWFWMD and approved by the County concurrent with construction plan approval.

(9) An integrated pest-management program shall be implemented to reduce the potential for contamination of the shallow and Floridan aquifers.

(10) On-site stormwater wet-detention ponds shall include littoral zones constructed on slopes no steeper than 4:1 horizontal to vertical ratio and shall be planted with or allowed to colonized by native emergent and submergent vegetation. The Applicant/Developer shall ensure, by supplemental replanting if necessary, that at least eighty (80) percent cover by native aquatic vegetation is established and maintained within the littoral zone (to include at a minimum the area between ordinary high water and ordinary low water) for the duration of the permit.

(11) The following design and construction techniques listed below shall be considered and used where appropriate:

(a) Lining stormwater ponds with clay or synthetic material if no natural clay layer exists.



(b) Ensuring that ponds and swales are properly grassed or otherwise vegetated.

(c) Maintaining a safe distance between pond bottoms and the top of the confining layer for the Floridan aquifer.

(12) Other infiltration techniques will be maximized, such as low-impact development techniques to maintain wetland hydroperiods.

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

(14) The Applicant/Developer shall provide easements for or irrevocable license agreements with either the SWFWMD, TBW, the Florida Department of Environmental Protection (FDEP), and/or the County to continue monitoring the following sites as depicted on Exhibit K:

- (a) JB Starkey 3 Upland Surficial - UID No. 1926
- (b) JB Starkey 3 Wetland Surficial - UID No. 1927
- (c) JB Starkey 3 Staff Gage - UID No. 489
- (d) Starkey Ranch Floridan - UID No. 10772
- (e) Starkey Ranch Surficial - UID No. 10800
- (f) SC 67
- (g) SC 68
- (h) SC 69
- (i) SC 70
- (j) SC 71

(15) The Applicant/Developer shall implement signage and resident education programs about surface-water protection.

(16) Prior to construction (which includes prior to any Mass Grading Plan approvals), the applicant must provide a plan to the County detailing the operation and maintenance of the stormwater-management system. The plan shall, at a minimum, identify the responsible entity, establish a long-term funding mechanism, and provide assurance through written commitments that the entity in charge of the program has the technical expertise necessary to carry out the operation and maintenance functions of the stormwater-management system. The plan must be approved by Pasco County and implemented at construction. Changes to the plan shall be coordinated with and approved by Pasco County. Failure to implement the approved plan shall constitute a violation of this DO.

(17) The Applicant/Developer or other responsible entities shall ensure that the stormwater-management system is being properly maintained in keeping with its design and is providing the level of stormwater storage and treatment as established in the ERP or as established by the County, whichever is more stringent. Inspection results shall be included in each biennial DRI report.



(18) Environmental Monitoring Plan (EMP): Groundwater and Surface Water

(a) An EMP shall be developed to include a groundwater-monitoring program and a surface-water monitoring program. The Applicant/Developer shall ensure the EMP is developed in accordance with Rule 62-4.246(3) and Chapter 62-522.600, FAC, and in coordination with the Florida Department of Environmental Protection (FDEP), SWFWMD, and TBW to establish parameters, methodology, sampling frequency, establishment of baseline data, and locations of monitoring sites. Any such program shall be submitted to the FDEP, SWFWMD, TBW, and the County's Growth Management Department (a minimum of four [4] copies are required by the County) for review and shall be approved by the County's Growth Management Department prior to any construction activities within the Project. The EMP shall commence within 180 days of approval of the DO, and documentation verifying such implementation shall be forwarded to the Growth Management Department prior to commencement of development, as defined in the LDC, to provide background data and shall continue to the Project build-out. Implementation of the EMP shall not be deferred until, or contingent upon, approval of an ERP by the SWFWMD. If reclaimed water for irrigation purposes is used in the future, the EMP will be amended as required by the permit for use of reclaimed water.

(b) The Applicant/Developer shall submit to the Growth Management Department an aerial map showing the locations of the installed groundwater-monitoring wells and copies of the SWFWMD Well Completion Reports for the monitoring wells included in the approved EMP. The applicant shall submit to the Growth Management Department laboratory results from the initial background-sampling event of all groundwater-monitoring wells which includes primary and secondary drinking water standards.

(c) The EMP 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. The locations of these sampling sites shall be described in the EMP. The applicant shall submit to the Growth Management Department an aerial map and photographs showing the locations of the surface-water-sampling locations for the approved EMP. The applicant shall submit to the Growth Management Department laboratory results from the initial background sampling of the surface-water locations.

(d) The monitoring results of the EMP shall be submitted to the FDEP, SWFWMD, TBW, and the County at least annually, or more often as may be required in the EMP 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 the FDEP, TBW, the County, and other appropriate regulatory bodies immediately. In the event the FDEP, SWFWMD, or the County determines there is a violation of any State water-quality standard, the specific construction or other activity identified as causing the violation shall cease until the violation is corrected.

(e) Should the Applicant/Developer wish to add new land areas to the Project which have no EMP for groundwater and surface-water monitoring in place at the time of an NOPC submittal, the Applicant/Developer shall update the EMP and such an update shall be submitted to the County, TBW, FDEP, and SWFWMD unless the FDEP or SWFWMD and the County determine that the additional EMP is not necessary.

e. Wellfield Protection

(1) The Applicant/Developer shall comply with the current Wellhead Protection Ordinance (LDC, Section 612, as amended).

(2) Should any noticeable soil slumping or sinkhole formation become evident, the Applicant/Developer shall immediately notify the County, TBW, and SWFWMD and adopt one (1) or more of the following procedures as determined to be appropriate by the County and SWFWMD:

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

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

(c) Visually inspect the affected area.

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

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

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

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

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

(4) 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.

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

(6) An integrated pest-management program will be implemented to minimize the use of fertilizers and pesticides. The details of such integrated pest-management program and the method



for implementing such program shall be incorporated into the Conservation and Habitat Management Plan (CHMP) for the Project.

(7) Appropriate subsurface investigations, including geotechnical soil borings, shall be performed prior to construction of stormwater-management and floodplain compensation ponds to limit the potential for locating ponds within potential sinkhole-prone areas and to determine proper development scenarios to protect against sinkholes.

f. Wetlands

(1) This DO does not authorize impacts to Category I wetlands. At the time of preliminary plan/preliminary site plan approval, the County may decide to authorize impacts to Category I wetlands, but only in accordance with the provisions of the Conservation Element, Policy Nos. 2.7.2, 2.7.4, and 2.7.6. Roadway crossings of Category I wetlands shall be limited in number to those crossings as shown on Map H, except as otherwise allowed pursuant to the LDC.

(2) Any impacts (as defined by the LDC) to Category II or III wetlands shall be in accordance with the LDC as amended.

(3) The postdevelopment wetlands on site shall be protected and buffered by natural habitat, swales, and stormwater ponds that are created for stormwater attenuation and treatment. Buffers around on-site, postdevelopment Category I wetlands shall be maintained and enhanced with native vegetation where appropriate.

(4) The Applicant/Developer shall adhere to twenty-five (25) foot minimum buffers around Category I wetlands, except as otherwise approved by the County in accordance with the LDC.

(5) The use of wetlands for stormwater treatment shall be consistent with the SWFWMD rules.

(6) Wetland mitigation required to offset wetland impacts shall be determined in accordance with the State of Florida Uniform Mitigation Assessment Methodology regulations and the LDC, whichever is more restrictive.

g. Flood Plains/Disaster Preparedness

(1) Finished floor elevation for all habitable structures shall be in accordance with the LDC, Section 701. 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 Comprehensive Plan and LDC.

(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 in accordance with SWFWMD rules.



h. Vegetation and Wildlife

(1) Impacts to Natural Resources of Regional Significance in excess of those reflected in the Application shall only occur if justified pursuant to the Future of the Region, a Strategic Regional Policy Plan for the Tampa Bay Region, Policy No. 4.5.2. Mitigation for justifiable impacts to Natural Resources of Regional Significance should meet the ratios set forth in that policy and Policy 4.5.6.

(2) The Applicant/Developer shall comply with the rules and regulations, including the adopted Comprehensive Plan, and Rule 9J-2.041, FAC, of all applicable agencies regarding the protection of listed wildlife and plant species found on site. In the event any State or Federally listed species, nesting colonies of wading birds, or nesting Florida sandhill cranes are discovered on site during Project development that are not identified and addressed in the Application, the Applicant/Developer shall immediately notify the Florida Fish and Wildlife Conservation Commission (FFWCC) and the U.S. Fish and Wildlife Service, if applicable, and implement the recommended measures for species protection in accordance with the requirements of Section 68A-27, FAC.

(3) Predevelopment surveys of the appropriate habitats and forested and herbaceous wetlands shall be conducted to determine the presence of tortoise burrow-dwelling commensal species; wading bird rookeries; and nesting Florida sandhill cranes, respectively, using FFWCC guidelines. If commensal species or nesting is discovered, the Applicant/Developer shall immediately notify the FFWCC and implement the recommended measures for species protection.

(4) Conservation and Habitat Management Plan

(a) Within ninety (90) days of approval of this DO, the Applicant/Developer shall submit a CHMP to the County (minimum of four [4] copies), FFWCC, and SWFWMD. The CHMP shall govern the conservation areas, including upland buffers, upland conservation tracts, wetland conservation, and preservation areas as generally depicted in Exhibit K. Such CHMP shall address long-term conservation and the management of the conservation areas to ensure compatibility with the Jay B. Starkey Wilderness Preserve. Approval of the CHMP by the Growth Management Department shall be required prior to the first preliminary plan/preliminary site plan approval associated with the first phase/increment of development. The CHMP, at a minimum, shall address the following:

(i) Conservation actions and/or surveys as applicable for the American alligator, gopher tortoise, eastern indigo snake, Sherman's fox squirrels, roseate spoonbill, little blue heron, tricolored heron, snowy egret, white ibis, Florida sandhill crane, wood stork, southeastern American kestrel, bald eagle, pine lily, cinnamon fern, royal fern, hooded pitcher plant, and garb eria.

(ii) Conservation management actions in relationship to the adjacent Jay B. Starkey Wilderness Preserve that demonstrate compatibility and are not in conflict with the management of the Jay B. Starkey Wilderness Preserve.

(iii) Identification of appropriate passive uses of the conservation areas and identification of any impervious surfaces. The permitted and prohibited uses in the conservation areas shall be consistent with those identified in the MPUD Master Planned Unit Development conditions of approval subject to any restrictions in the CHMP.

(iv) A map showing the specific locations of conservation easements to be executed and recorded in favor of the County pursuant to Paragraph 5.h.(4)(b) below. Such map shall include a tabular representation of the specific locations of individual conservation easements and acreages.

(v) The CHMP shall identify all parties responsible for funding the management of the conservation areas.

(b) Conservation easements as generally depicted on Exhibit K and as specifically identified in the CHMP shall be executed and recorded in favor of Pasco County. Such conservation easements and legal descriptions shall be in a form acceptable to the County Attorney's office, the Environmental Lands Acquisition Division, and the Real Estate Division. Such easements shall be recorded by the Applicant/Developer after acceptance by the County in the Public Records of Pasco County prior to the issuance of the Site Development Permit for any development adjacent to any conservation areas as depicted in Exhibit K.

i. Air Quality

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

j. Land

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

(2) Prior to commencing development, the Applicant/Developer shall provide the County's Engineering Services Department, Survey Division, with two (2) pair of Global Positioning System (GPS) control points with twenty-four (24) hour access. The Applicant/Developer and the County Surveyor shall mutually determine the location. The Applicant/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) The County has determined that the Project is within the County service area and that the County intends to serve the Project.



(b) The 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 plant expansions needed to serve the Project, and water and wastewater services will be provided by the County in accordance with Section 110 of the Pasco County Code of Ordinances as amended. The Applicant/Developer shall construct all water and wastewater facilities within the development to County standards in effect when construction drawings are approved by the Utilities Services Branch.

(c) The Applicant/Developer has provided the Utilities Services Branch with water, wastewater, reclaimed water, and Master Utilities Plan, which was approved on November 19, 2007. Development of the Project shall be consistent with such Master Utilities Plan, which may be required by the Utilities Services Branch to be amended from time to time.

(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/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 as determined by the Utilities Services Branch.

(h) Separate lines for irrigation shall be installed in the Project during construction unless otherwise established in the Utilities Service 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/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/Developer shall comply with the LDC, Section 603. The Applicant/Developer shall encourage the following at the time of construction:

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

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

(iii) Water meters on all irrigation-system clocks. Irrigation time clocks shall be reset after the establishment period for new landscaping has expired.

(j) Florida-friendly landscaping materials and techniques shall be used throughout the Project in accordance with Section 5.d.(3) of this DO so that, once established, the landscape will be prepared for more extreme weather conditions. The Applicant/Developer shall work with Florida Yards and Neighborhoods to implement integrated pest management, landscape design, plant material selection, and irrigation-system installation.

(k) Ecologically viable portions of existing native vegetation shall be incorporated into the landscape design to the greatest extent practicable and shall not be irrigated.

(l) 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 the County.

(m) No septic tanks shall be installed on the Project. For the temporary disposal of sewage or wastewater from temporary construction trailers during the interim period before central sewer is installed, the Applicant/Developer shall comply with applicable Florida Department of Health and FDEP regulations. These temporary measures shall be abandoned when central sewer becomes available. This provision shall not prevent the use of high-performance, on-site wastewater treatment which reduces energy consumption, air pollution, and reuses from appropriate nutrients from wastewater, and/or provides irrigation if such use is allowed in accordance with the Comprehensive Plan.

(n) Total water use for the Project shall meet the compliance per capita use rate required in the Northern Tampa Bay Water Use Caution Area of 150 gallons per capita per day.

(2) Solid/Hazardous/Biohazardous Waste and Recycling

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

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

(c) As stated in the Application, it is not anticipated that hazardous or toxic waste will be generated by the Project. The Applicant/Developer 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 recycling plan consistent with Countywide policy shall be submitted prior to the first record plat for the first dwelling unit (du), or construction plan where no plat is required, and shall be approved by the Utilities Services Branch to maximize solid-waste recycling for all types of development within the Project. The implementation and progress of such recycling plan shall be annually and jointly reviewed by the Utilities Services Branch and the Applicant/Developer, homeowners' association (HOA), CDD, or other entity approved by the Utilities Services Branch.

(e) In the event that businesses use or produce hazardous materials or medical waste located 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/Developer's Commitments, attached hereto as Exhibit D, shall be implemented.

(2) All Project tenants, businesses, and residents in the Project shall be encouraged to:

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

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

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

(d) Institute recycling programs.

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

m. Transportation

(1) Proportionate Share: Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the Applicant/Developer's proportionate-share contribution for those improvement projects listed in Exhibit G is Fifty-Eight Million Eight Hundred Twenty-Eight Thousand Four Hundred Thirty-Five and 00/100 Dollars (\$58,828,435.00) (Proportionate Share), which is expressed in June 2008 dollars. The County and the Applicant/Developer agree that the mitigation for the Project (Phases 1 through 3) and the satisfaction of the proportionate-share obligation shall be the construction of the required roadway improvements as further defined in the DA attached hereto and incorporated herein as Exhibit H.

(a) The TND Credit. Pursuant to Section 402.7 of the County's Concurrency Management Ordinance, the County and the Developer agree that the Project shall be granted a proportionate-share credit for the nonresidential entitlements developed in accordance with the County's TND

Ordinance and, where applicable, the Town Center Future Land Use Classification (277,150 square feet of retail, 170,520 square feet of office, 120-bed ACLF, 30,000 square feet of day care, 16-screen multiplex theater, and 100 hotel rooms) in the amount of Nineteen Million Three Hundred Twenty-Five Thousand Six Hundred Forty-One and 00/100 Dollars (\$19,325,641.00) (June 2008 dollars) (TND Credit). The TND Credit assumes that all nonresidential land uses (other than those in the Business Park) shall be developed in accordance with the TND Ordinance and, where applicable, the Town Center Future Land Use requirements of the Comprehensive Plan. In the event the Transportation Backlog Authority for S.R. 54 or other revenue source acceptable to the County pursuant to Section 5.m(1)(e) is adopted, the TND Credit shall automatically be increased by Six Million and 00/100 Dollars (\$6,000,000.00) to Twenty-Five Million Three Hundred Twenty-Five Thousand Six Hundred Forty-One and 00/100 Dollars (\$25,325,641.00) (June 2008 dollars).

(b) The Employment Center (EC) Credit. Pursuant to Section 402.7 of the County's Concurrency Management Ordinance, the County and the Developer agree that the Project shall be granted a proportionate-share credit for the Business Park/EC entitlements (174,000 square feet of office and 170,000 square feet of light industrial, collectively referred to as EC Entitlements) in the amount of Four Million Four Hundred Twenty-Nine Thousand Seven Hundred Eighty-One and 00/100 Dollars (\$4,429,781.00) (June 2008 dollars) (EC Credit). The EC Credit assumes that the Business Park/EC Entitlements shall be developed in accordance with the MPUD Master Planned Unit Development Ordinance for EC-MPUD Master Planned Unit Development as amended. At the time of the issuance of a Building Permit for interior build-out of each owner or tenant for the EC Entitlements, the Applicant/Developer shall record a deed restriction for such entitlements in a form acceptable to the County and enforceable by the County that ensures that the EC Entitlements remain EC Entitlements. Such deed restriction shall require that any violator of such deed restriction make a pro rata share payment of the EC Credit set forth above, calculated at the time such violation is incurred, less any generally applicable TIF actually paid for such use, and adjusted by the most recent construction and right-of-way indices as adopted by the TIF Ordinance as amended.

(c) The TND/EC Credit. The TND Credit and the EC Credit total Twenty-Three Million Seven Hundred Fifty-Five Thousand Four Hundred Twenty-Two and 00/100 Dollars (\$23,755,422.00) (June 2008 dollars) (TND/EC Credit). The TND/EC Credit assumes that the above-referenced entitlements that comply with the applicable respective criteria are only responsible for the payment of transportation impact fees (TIFs) to address their proportionate-share obligation and shall not be subject to any of the required roadway improvement obligations set forth in the DA, except for site-related improvements. The County shall address the proportionate-share obligation for compliant TND and EC Entitlements through the application of TIFs or other revenue sources toward one (1) or more of the following segments: Tower Road (outside of the Starkey Ranch DRI), the six (6) laning of Little Road, the four (4) laning of Starkey Boulevard, right-of-way acquisition at S.R. 54 and Suncoast Parkway (for a potential northwest loop), and the intersection of S.R. 54 and Little Road, or other parallel facility or mobility improvements in Pasco County that



benefit the impacted facilities set forth in Exhibit G as determined by the County (Other Improvements). Failure to develop any portion of the nonresidential entitlements in accordance with the criteria for TND, Town Center, and EC-MPUD Master Planned Unit Development as applicable or any violation of the EC deed restriction set forth above shall require payment of a pro rata share of (or identification of mitigation pipeline project for) the TND/EC Credit to the County. Such payments shall be adjusted by the most recent construction and right-of-way indices as adopted by the County TIF Ordinance as amended. Such payments shall be utilized for the Other Improvements. Such Other Improvements shall be included in the schedule of capital improvements in the Comprehensive Plan if they are not already in the schedule. In the event the Transportation Backlog Authority for S.R. 54 or other revenue source acceptable to the County pursuant to Section 5.m(1)(e) is adopted, the TND/EC Credit shall automatically be increased by Six Million and 00/100 Dollars (\$6,000,000.00) to Twenty-Nine Million Seven Hundred Fifty-Five Thousand Four Hundred Twenty-Two and 00/100 Dollars (\$29,755,422.00) (June 2008 dollars).

(d) The Net Proportionate-Share Obligation. The Proportionate Share less the TND/EC Credit, which equates to Thirty-Five Million Seventy-Three Thousand Thirteen and 00/100 Dollars (\$35,073,013.00) (Net Proportionate Share Obligation), shall be adjusted by the most recent construction and right-of-way indices as adopted by the TIF Ordinance as amended. In the event the Transportation Concurrency Backlog Authority for S.R. 54 or other revenue source acceptable to the County pursuant to Section 5m(1)(e) is adopted, the Net Proportionate Share Obligation shall be reduced by Six Million and 00/100 Dollars (\$6,000,000.00) (June 2008 Dollars) to Twenty-Nine Million Seventy-Three Thousand Thirteen and 00/100 Dollars (\$29,073,013.00).

(e) The Transportation Concurrency Backlog Authority for S.R. 54. In the event the County adopts a transportation concurrency backlog authority for S.R. 54 in accordance with Section 163.3182, F.S., or other revenue source acceptable to the County, the TND Credit, the TND/EC Credit, and the Net Proportionate Share Obligation referenced above shall be adjusted in accordance with the amounts set forth in Sections 5m(1)(a), 5m(1)(c), and 5m(1)(d).

(2) Development Agreement: The County and Applicant/Developer shall enter into a DA attached hereto as Exhibit A setting forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the pipeline projects, the site-related improvements, and cash payment, if required. The DA also contains:

(a) A schedule for the required pipeline projects to ensure such pipeline projects are expeditiously constructed.

(b) A requirement, that if, the Applicant/Developer should fail to adhere to the schedule in the DA, no further Building Permits or development approvals shall be issued until the required improvement obligations have been recommenced to the satisfaction of the County.

(c) Provisions for assistance from the County in the acquisition of right-of-way for the required improvements as needed.

(d) Requirements for financial performance guarantees to be provided by the Applicant/Developer to ensure that the Required Improvements will be completed in accordance with the applicable schedule.

(e) Provisions addressing the payment of TIF and TIF credits.

(f) Insurance and indemnification requirements.

(g) Other provisions as deemed appropriate by the County.

Changes to the DA which materially affect the requirements in Subsection (1) above or which remove any condition required by Rule 9J-2.045, FAC, shall be amended in the DO through the NOPC process pursuant to Chapter 380, F.S. All other amendments to the DA shall not require an NOPC or DO amendment.

(3) Site-Access Improvements

(a) The Applicant/Developer shall, at its sole expense and regardless of cost, design, permit, construct, and acquire or donate right-of-way (where necessary) for the improvements as defined in the DA (Site-Access Improvements).

(b) The Applicant/Developer understands and agrees that to the extent the Site-Access Improvements are constructed by the County, the Applicant/Developer shall pay to the County, in lieu of the construction required by this DO, the County's costs of such construction based upon actual construction costs or the costs set forth in the County-approved construction contract for the applicable project. The date of payment shall be determined at the time of rezoning or preliminary plan/preliminary site plan approval, but shall not exceed ninety (90) days from the County's notification to the Applicant/Developer that the applicable construction costs have been incurred.

(c) The Applicant/Developer understands and agrees that all Site-Access Improvements described herein are not eligible for or entitled to TIF credits pursuant to the terms of the TIF Ordinance as amended; therefore, all design, permitting, right-of-way donations/acquisitions, and construction expenses incurred by the Applicant/Developer are not eligible for TIF credits or County reimbursement.

(d) All access improvements, number of access points, spacing, and geometry of access points shown on Map H, attached hereto as Exhibit F, shall be subject to compliance with the provisions of the County's and the Florida Department of Transportation's (FDOT) access-management regulations. The Applicant/Developer shall design, permit, construct, and acquire right-of-way for such improvements at its sole expense. The Applicant/Developer shall be responsible for construction of all access improvements for the Project, unless otherwise approved by the DRC, prior to or concurrent with construction of infrastructure improvements to serve the portions of the Project necessitating such improvements as



determined by the County at the time of preliminary site plan approval, and/or at the time of the issuance of Access Permits for the Project except where the DA, if required, provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the DRC or Development Review Division may also require further site-access/site-related intersection improvements and site-access/site-related roadway improvements. The need and analysis for turn lanes, traffic signals, turn-lane lengths, and other site-access/site-related improvements shall also consider future DRI and non-DRI traffic that will utilize the same site-access/site-related improvements. Except where specifically allowed pursuant to this DO or DA, these improvements are not creditable against the proportionate-share dollar amount, mitigation obligation of the development, or creditable against the TIF requirements of the development.

(e) Other Impact Fees

Nothing contained in this DO shall excuse the payment of any other non-TIFs required to be paid in accordance with the laws and ordinances of the County as may be amended.

(4) Trip Generation Monitoring

(a) Eighteen (18) months following construction plan approval for vertical construction of fifty (50) percent of the DRI entitlements in terms of the p.m. peak-hour Project trip generation, or prior to construction plan approval for vertical construction of sixty-five (65) percent of the DRI entitlements in terms of p.m. peak-hour Project-trip generation, the Applicant/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 an annual basis until Project build-out, shall be submitted to the Growth Management Department annually from the date of commencement, and shall also be included in the biennial report.

(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 driveways. 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. The total p.m. peak-hour Project traffic at the Project-entrance driveways was estimated to be 5,860 (2,947 inbound and 2,913 outbound trips), which included 610 pass-by and 1,172 internal trips.

(c) If monitoring results demonstrate that the Project is generating more than five (5) percent above the number of trips estimated in the original analysis (as stated above) or a biennial report is not submitted in accordance with Section 5.v.(1) of this DO, the 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 the County, TBRPC, and FDOT.

(5) Public Transit

In order to comply with the Pasco County Public Transportation Division (PCPT) requirements and ordinances and to accommodate mass-transit service to and within the Project, the Applicant/Developer shall, at such time as the County extends transit service to the project, provide the following transit amenities as part of the Starkey Ranch DRI:

(a) Bus Stops: A total of four (4) bus stops (shelters, signage, poles, etc.) in four (4) separate locations, including one (1) serving the Town Center, two (2) serving the neighborhood centers (one [1] of these at or near the middle school, if constructed) and one (1) at the intersection of Starkey Boulevard and Town Drive, provided the County transit system is running a circulator route north of S.R. 54.

(b) Park and Ride: One (1) park and ride with sufficient acreage to accommodate a minimum of thirty (30) parking spaces, the size of each parking space to be in accordance with the State of Florida, *Park and Ride Manual*. Such park and ride shall be located in the Business Park to service the east/west bus route along S.R. 54 in a location and configuration mutually agreeable to the Developer and PCPT.

(c) The transit stop facilities located in the Town Center shall be integrated into the design of the Town Center, centrally located, and easily accessible for pedestrians walking to or from the surrounding neighborhoods. All transit stops shall be located near pedestrian, bicycle, and multiuse trail connections. Connections between transit stops and sidewalks shall be paved. Connections between transit stops and main entry points for nearby nonresidential buildings and recreational areas shall be clearly marked. The design of transit stops, connections, and infrastructure shall be consistent with the pedestrian-accessibility provisions contained in the Florida Accessibility Code, Americans with Disabilities Act requirements, and the County's adopted transit infrastructure guidelines. The general location of all transit amenities shall be depicted on the Master Roadway Plan. The final approval of the design, architecture, and placement of the transit amenities shall be by the County at the time of the applicable preliminary plan approval in accordance with the transit infrastructure guidelines.

(6) Transportation Demand Management (TDM) Program

In the first year following the completion of development in Phase 1, the Applicant/Developer or its successor shall initiate a TDM Program 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 the County. Results of the TDM Program shall be included in each biennial report. If the County-approved methodology is utilized, the Applicant/Developer or its successor 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 Project.

(7) Internal Road Network

In accordance with the DRC guidance provided at a workshop on April 8, 2008, Tower Road North shall be designed, permitted, and constructed as a two (2) lane roadway expandable to four (4) lanes; and Tower Road South shall be designed, permitted, and constructed as a two (2) lane roadway. The cross sections for both roadways shall be subject to DRC approval at the time of Master Roadway Plan approval. Approval of this DO and Map H shall not constitute County approval of the internal road network which shall be subject to review for compliance with the County's arterial and collector spacing and design standards at the time of rezoning, Master Roadway Phasing Plan, and/or preliminary plan/preliminary site plan approval. Modifications to the internal road network to comply with such standards shall not require an amendment to Map H. The Master Roadway Plan shall address the requirement for frontage roads along the north side of S.R. 54 in accordance with Policy TRA 1.3.1 of the Comprehensive Plan.

(8) Substandard Roads

The Applicant/Developer shall submit a Substandard Road Analysis in accordance with Resolution No. 04-203, adopted by the BCC on June 8, 2004, to determine the extent and obtain approval of such analysis prior to or concurrent with rezoning approval.

n. Educational Facilities

(1) Payment of Impact Fees: The Applicant/Developer shall pay school impact fees for the impacts of the residential component of the Project to the District School Board of Pasco County (School Board) in accordance with the terms of the School Impact Fee Ordinance, No. 01-06, adopted February 27, 2001, as amended.

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

(3) Conveyance of Land: The Applicant/Developer shall convey at no cost to the School Board other than the credits hereinafter, property for one (1) school site for development of an educational facility to serve the Project and surrounding developments (School Site).

(a) The School Site shall accommodate a collocated elementary/middle school as generally depicted on Map H and as specifically approved by the School Board. In the event the County purchases the forty (40) acre park site (for a total eighty [80] acre District Park site) pursuant to

Section 5.o.(2) of this DO, the School Site shall be a minimum of 16.2 acres of contiguous, developable uplands and the School Site shall share a minimum of fifteen (15) acres of the collocated District Park for a total of a 31.2-acre site. In the event the County does not purchase the forty (40) acre park site (for a total forty [40] acre District Park site) pursuant to Section 5.o.(2) of this DO, the School Site shall be a minimum of 21.2 acres of contiguous, developable uplands and the School Site shall share a minimum of ten (10) acres with the collocated District Park for a total of a 31.2-acre site. For either scenario, the Applicant/Developer shall provide the School Site stormwater off site and the Applicant/Developer shall assume responsibility for the construction and maintenance of stormwater/drainage for the site. Landscape buffers pursuant to Subsection (e) below, wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required acreages for the foregoing conveyances. A maintenance and operation agreement (M & O Agreement) shall be executed by the County and the School Board in order to formalize the details of the sharing of acreage between the School Board and the District Park. The M & O Agreement shall address the following elements: 1) the construction of all shared infrastructure; 2) the operation and maintenance of the shared property and facilities; 3) the construction of an interim access road; and 4) the allocation and sharing of impact fee credits and respective dollar amounts for the shared acreage between the School Board and the County consistent with the allocations set forth below.

(b) The School Site shall be conveyed to the School Board within ninety (90) days of approval of the rezoning, unless otherwise required by the School Board. The Applicant/Developer shall provide the School Board with a legal description, sketch, and all other conveyance documents as required by the School Board for such School Site within thirty (30) days of approval of the rezoning unless otherwise required by the School Board. All conveyances shall be in a form acceptable to the School Board. Unless otherwise approved by the School Board, all conveyances shall be free and clear of all liens, be exempt from boundaries of all special districts, and be exempt from all covenants and deed restrictions. In order to ensure that the School Site can be developed on a total of 31.2 acres (including the shared acreage with the County District Park) should the School Site conveyance occur prior to the District Park conveyance, the timing of the District Park conveyances shall be in accordance with the following scenarios:

(i) In the event the School Site conveyance occurs prior to the forty (40) acre District Park conveyance and prior to the forty (40) acre purchase determination by the County (for a total eighty [80] acre District Park site) pursuant to Section 5.o.(2) of this DO, the Applicant/Developer agrees to convey at least fifteen (15) of the forty (40) acre District Park conveyance requirement to the County pursuant to Section 5.o.(2) of this DO, which shall be shared with the School Board pursuant to the M & O Agreement.

(ii) In the event the School Site conveyance occurs prior to the District Park conveyance and after the forty (40) acre purchase determination by the County and such



determination by the County is not to purchase the additional forty (40) acres for the District Park (for a total 40-acre District Park site), the Applicant/Developer shall convey at least ten (10) of the forty (40) acre District Park conveyance requirement to the County pursuant to Section 5.o.(2) of this DO, which shall be shared with the School Board pursuant to the M & O Agreement.

(iii) In the event the School Site conveyance occurs prior to the District Park conveyance and after the forty (40) acre purchase determination by the County and such determination by the County is to purchase the additional forty (40) acres for the District Park (for a total eighty [80] acre District Park site), the Applicant/Developer shall convey at least fifteen (15) of the forty (40) acre District Park conveyance requirement to the County pursuant to Section 5.o.(2) of this DO, which shall be shared with the School Board pursuant to the M & O Agreement.

(c) The Applicant/Developer shall provide potable water, sewer, and stormwater infrastructure to the School Site prior to the approval of the first record plat for the 1,650<sup>th</sup> dwelling unit (or construction plan approval where no plat is required) or December 31, 2012, whichever occurs first (unless otherwise determined by the DRC no later than December 31, 2011). In accordance with the LDC, the Master Utilities Plan, and the Utilities Service Agreement, where applicable to the proposed entrance to the School 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. In the event the School Site is needed prior to the approval of the first record plat for the 1,650<sup>th</sup> dwelling unit (or construction plan approval if no plat is required) or December 31, 2012, whichever occurs first, the Applicant/Developer shall provide additional land for stormwater infrastructure/drainage facilities. All stormwater plans would have to consider both scenarios during the permitting process.

(d) Unless otherwise approved at the time of the Master Roadway Plan, prior to the approval of the first record plat for the 1,650<sup>th</sup> dwelling unit (or construction plan approval if no plat is required) or December 31, 2012, whichever occurs first, the Applicant/Developer shall have completed construction of the following roads: the Northern Tower Road Extension and the Southern Tower Road Extension, from Starkey Boulevard to the North/South Tower Road Extension connector to the east of the School Site, and the North/South Tower Road Extension connector as generally depicted in Exhibit L. In the event that the proposed School Site is moved, an alternative access road, as approved by the School Board, shall be completed prior to the approval of the first record plat for the 1,650<sup>th</sup> dwelling unit (or construction plan approval if no plat is required) or December 31, 2012, whichever occurs first, unless otherwise approved by the DRC no later than December 31, 2011.

(e) Landscape buffers shall be provided along all County collector roadways in accordance with the LDC as amended. The landscaping and maintenance of all roadway buffers pursuant to this section shall be the responsibility of the Applicant/Developer, HOA, CDD, or other entity

approved by the County; and the County must approve the landscape design of all buffers pursuant to this section prior to construction.

(f) If a roadway conveyance or if the School Site conveyance creates a strip of land between the proposed access roads and the School Site, the Applicant/Developer shall be required to adjust or provide additional conveyances as requested by and at no cost to the School Board.

(g) Such conveyance shall include an assignment of any Applicant/Developer rights to use the Florida Progress Transmission Corridor (FPTC). If the FPTC can be used for wetland mitigation/creation, drainage, parking, or other school or park-related uses, and the County or School Board requests that Florida Progress allow such uses, the Applicant/Developer shall cooperate with the County or School Board in making such a request.

(h) To the extent necessary, the School Board shall provide all necessary consents, easements, approvals, or other permit applications requested by the Applicant/Developer that are necessary for the Applicant/Developer to provide roadway, potable water, sewer, and drainage facilities required by this condition.

(i) The Applicant/Developer shall receive school impact fee credit for the foregoing conveyance in the amount of 115 percent of the County Property Appraiser's value at the time of conveyance if such conveyance shall occur within 120 days of this DO approval date. Should the conveyance occur after 120 days of the DO approval date, the Applicant/Developer shall receive school impact fee credit for the foregoing conveyance in the amount of 115 percent of the County Property Appraiser's value at the time of conveyance, which shall not exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per fee simple upland acre actually conveyed to the School Board. School impact fee credits shall not begin to accrue until such conveyance is complete. Impact fee credits shall be based on the following acreage amounts:

(i) In the event ten (10) acres are shared with the collocated District Park, then impact fee credits for the School Site shall be based on 26.2 (21.2 + five [5]) acres.

(ii) In the event fifteen (15) acres are shared with the collocated District Park, then impact fee credits for the School Site shall be based on 23.7 (16.2 + 7.5) acres.

(j) Any request(s) by the Applicant/Developer to change any of the Applicant/Developer's deadlines pursuant to this section must be approved by the School Board and the DRC or BCC no later than one (1) year in advance of the deadline.

(4) The Applicant/Developer, County, and representatives from the School Board have participated in a design charrette for the purpose of planning and designing the District Park and the School Site in such a manner as to meet the recreational and educational needs of the County's citizens, while at the same time integrating the facilities with the surrounding neighborhoods planned by the Applicant/Developer so as to maximize, to the extent practicable, both the recreational and aesthetic attributes of the District Park as well as the educational opportunities for the adjacent school. The design charrette



sponsored by the Applicant/Developer resulted in the development of a conceptual plan for the collocated District Park and School Site. This conceptual plan for the collocated District Park and School Site is attached hereto as Exhibit L, is not binding, and is subject to change, but shall guide the development of the School Site and District Park.

(5) The Developer and School Board shall jointly review the architectural design of the proposed school buildings. The Applicant/Developer shall be entitled to participate (as determined by School Board staff) in the conceptual design, schematic design, design development, and construction document preparation. The Applicant/Developer shall notify the School Board in writing within fifteen (15) days from the receipt of each plan, if the Applicant/ Developer wishes to require any additional architectural features over and above those customarily provided by the School Board, and shall enter into a written agreement with the School Board to provide the incremental increases in costs (as determined by the School Board and its architectural and/or construction manager assignees) for such additional features (Reimbursement Agreement). However, the Applicant/Developer shall not be allowed to request changes or additions to design or architectural elements depicted on prior stages of the design process for which the fifteen (15) days has already expired. If the written notice identified above is not provided and the Applicant/Developer fails to enter into the Reimbursement Agreement, the Applicant/Developer shall forgo the right to make any requested changes/additions applicable to that stage of design. To the extent that the Applicant/Developer is participating financially in additional architectural features, the Applicant/Developer shall be entitled to provide recommendations during the construction document drafting.

o. Recreation and Open Space

(1) The Applicant/Developer shall comply with the LDC, Section 610.15. The Applicant/Developer shall also comply with the Pasco County Parks and Recreation Impact Fee Ordinance, No. 02-03, adopted January 29, 2002, as amended and the Neighborhood Parks Ordinance, No. 02-26, as amended.

(2) Within thirty (30) days of written request by the County, the Applicant/Developer shall convey at no cost to the County a District Park site comprised of a minimum of forty (40) contiguous, developable, upland acres. A portion of the District Park site shall be shared with the School Board pursuant to Section 5.n.(3). The location of the District Park site shall be as generally depicted on Map H and as specifically approved by the County and the School Board. The timing and acreage amounts of the foregoing conveyance shall be adjusted in accordance with Section 5.n.(3)(b) of this DO. Such conveyance shall be eligible for credits in accordance with the Parks and Recreation Impact Fee Ordinance No. 02-03 as amended. The Applicant/Developer shall receive a parks and recreation impact fee credit, in the amount of 115 percent of the County Property Appraiser's value at the time of conveyance, which shall not exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per upland acre actually conveyed to the County. In the event ten (10) acres are shared with the School Site, impact fee credits shall be based on thirty-

five (35) acres (forty [40] less five [5] acres). In the event, fifteen (15) acres are shared with the School Site, impact fee credits shall be based on 32.5 acres (forty [40] less 7.5 acres). Parks and recreation 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.u of this DO. These requirements shall not affect any obligations of the Project relating to neighborhood parks or any obligation of the Project to pay applicable parks and recreation impact fees if no credit is available pursuant to Section 5 and the Parks and Recreation Impact Fee Ordinance. Landscape buffers pursuant to Subsection (4) below, wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the forty (40) acres of contiguous, developable, upland acres.

(3) Within twenty-one (21) months of the approval of the DO, the County shall also indicate whether or not forty (40) acres shall be purchased from the Applicant/Developer at the agreed-upon price of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per gross acre for a total of an eighty (80) acre District Park, the location of which shall be as approved by the County. In the event of a purchase, such purchase shall be closed within ninety (90) days after the County notifies the Applicant/Developer of its decision to purchase.

(4) Unless otherwise approved by the DRC, the Applicant/Developer shall provide the District Park stormwater infrastructure and floodplain compensation off site in the event the District Park lacks sufficient lands for stormwater treatment and storage and floodplain compensation on site. The Applicant/Developer shall assume responsibility for the construction and maintenance of off-site stormwater/drainage and floodplain compensation.

(5) Landscape buffers shall be provided along all collector roadways in accordance with the LDC as amended. The landscaping and maintenance of all roadway buffers pursuant to this section shall be the responsibility of the Applicant/Developer, HOA, CDD, or other entity approved by the County, and the County must approve landscape design of all buffers pursuant to this section prior to construction.

(6) If roadway conveyance or the District Park conveyance creates a strip of land between the proposed access roads and the District Park site, the Applicant/Developer shall be required to adjust or provide additional conveyances as requested by and at no cost to the County.

(7) Such conveyance shall include an assignment of any Applicant/Developer rights to use the FPTC. If the FPTC can be used for wetland mitigation/creation, drainage, parking, or other school or park-related uses, and the County or School Board requests that Florida Progress allow such uses, the Applicant/Developer shall cooperate with the County or School Board in making such a request.

(8) In the event adequate access and utilities are not available from Starkey Boulevard, adjacent to the proposed District Park site then the Applicant/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 the District Park site, and all such connections shall be brought to the physical boundaries of the said site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to the platting of the 1,650<sup>th</sup> residential unit (or construction plan approval where platting is not required) or December 31, 2012, whichever occurs first, unless otherwise approved by the DRC no later than December 31, 2011. In addition, the Applicant/Developer shall provide stormwater infrastructure for the District Park site prior to the platting of the 1,650<sup>th</sup> residential unit (or construction plan approval where platting is not required) or December 31, 2012, whichever occurs first, unless otherwise approved by the DRC no later than December 31, 2011. To the extent necessary, the County shall provide all necessary consents, easements, approvals, or other permit applications requested by the Applicant/Developer that are necessary for the Applicant/Developer to provide such roads, utilities, and mitigation.

(9) The Applicant/Developer, County, and representatives from the School Board have participated in a design charrette for the purpose of planning and designing the District Park and the School Site in such a manner as to meet the recreational and educational needs of the County's citizens while at the same time integrating the facilities with the surrounding neighborhoods planned by the Applicant/Developer so as to maximize, to the extent practicable, both the recreational and aesthetic attributes of the District Park as well as the educational opportunities for the adjacent school. The design charrette sponsored by the Applicant/Developer resulted in the development of a conceptual plan for the collocated District Park and School Site. This conceptual plan for the collocated District Park and School Site is attached hereto as Exhibit L, is not binding, and is subject to change, but shall guide the development of the School Site and District Park.

p. Libraries

(1) The Applicant/Developer shall convey to the County a library site within the Town Center or other location that is mutually agreeable to the County and the Applicant/Developer that can accommodate a 10,000-square-foot building footprint, adequate space to provide parking, and up to 20,000 square feet of library facility in the event of future expansion. Parking lot sharing with neighboring facilities shall be allowed by the County. In the event that the DRC agrees that the library site can be provided outside of the Town Center, the Applicant/Developer shall convey five (5) contiguous, developable, upland acres within 400 feet of Gunn Highway Extension or Tower Road Extension. If a roadway conveyance or the library site conveyance creates a strip of land between the proposed access roads and the library site, the Applicant/Developer shall be required to adjust or provide additional conveyances as requested by and at no cost to the County.

(2) If such library shall be constructed within the Town Center or the Downtown Neighborhood, the said library shall be designed and constructed in accordance with TND architectural standards and the TND Ordinance. All increased costs to design and construct the said library to

comply with TND standards, as requested by the Applicant/Developer, shall be the responsibility of the Applicant/Developer and shall be paid within sixty (60) days of written County request, which shall include written documentation or receipts of the increased costs. The Applicant/Developer and County shall jointly review and approve the architectural design of the proposed library building. The Applicant/Developer shall be entitled to participate (as determined by the County) in the conceptual design, schematic design, design development, and construction document preparation. The Applicant/Developer shall notify the County in writing within fifteen (15) days from the receipt of each plan if the Applicant/Developer wishes to require any additional architectural features over and above those customarily provided by the County and shall enter into a written agreement with the County to provide the incremental increases in costs (as determined by the County) for such additional features (County Reimbursement Agreement). However, the Applicant/Developer shall not be allowed to request changes or additions to design or architectural elements depicted on prior stages of the design process for which the fifteen (15) days has already expired. If the written notice identified above is not provided and the Applicant/Developer fails to enter into the County Reimbursement Agreement, the Applicant/Developer shall forgo the right to make any requested changes/additions applicable to that stage of design. To the extent that the Applicant/Developer is participating financially in additional architectural features, the Applicant/Developer shall be entitled to provide recommendations during the construction document drafting.

(3) The Applicant/Developer shall provide at its sole expense the following prior to the first record plat (or construction plan approval, where no plat is required) for the 2,600<sup>th</sup> dwelling unit, if the library site is located outside of the Town Center or Downtown Neighborhood; or prior to any development within the Town Center or the Downtown Neighborhood (except for any development in the interim C-2 General Commercial Zoning District), if such library site is located in the Town Center or Downtown Neighborhood as applicable:

(a) Road access to the site which shall be no less than a two (2) lane road designed and paved in accordance with the applicable County standards (the location of which shall be subject to approval by the County) and all necessary intersection improvements.

(b) Infrastructure for stormwater and utilities including, but not limited to, water, sewer, electric, cable, and telephone to the proposed site.

(4) The Applicant/Developer shall receive library impact fee credit in the amount of 115 percent of the County Property Appraiser's value at the time of conveyance, which shall not exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per upland acre actually conveyed to the County. Library impact fee credits shall not begin to accrue until such conveyance is complete.

(5) Conveyance of the library site shall occur within 120 days of written notice by the County, prior to the first record plat (or construction plan approval, where no plat is required) of the 2,600<sup>th</sup> dwelling unit, prior to the first record plat, or construction plan approval for any development within the



Town Center or Downtown Neighborhood (except for any development in the interim C-2 General Commercial Zoning District), whichever occurs first. Such conveyance shall be subject to Section 5.(u)(3) of this DO.

q. Health Care/Police/Fire

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

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

(3) The Applicant/Developer shall review the concepts of "Firewise Communities" (<http://www.firewise.org/>), as provided by the Florida Division of Forestry, and implement all applicable measures to the extent such requirements do not conflict with the LDC, Sections 602 and 603, as amended.

r. Hurricane Preparedness

(1) The Applicant/Developer shall coordinate with the Pasco County Emergency Services Department regarding incorporation of hurricane and wind-resistant technology into the design criteria of all development. The Applicant/Developer shall comply as applicable with the Pasco County Hurricane Mitigation for New Development in the Hurricane Vulnerability Zone and for New Mobile Homes Ordinance, No. 04-42, adopted September 21, 2004.

s. Housing

(1) With respect to the various buildings actually constructed within Phases I through III of the Project, the Applicant/Developer has voluntarily opted to provide ten (10) percent of the built residential units within each increment of development as affordable-housing units (for a total of 429 units) (Affordable Housing Obligation).

(2) The terms "affordable" or "affordable price," for purposes of this section, shall mean a price that is affordable to a household with a median income that does not exceed 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 the 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's Community Development Manager. The terms "workforce," "low income," and "very low income," for the purposes of this section, shall be defined as follows:

(a) Workforce: The category of workforce shall be defined as a household with a median income that is within the range of eighty (80) percent to less than 120 percent of the median income for the Tampa-St. Petersburg-Clearwater SMSA (Workforce).

(b) Low Income: The category of low income shall be defined as a household with a median income that is within the range of fifty (50) percent to less than eighty (80) percent of the median income for the Tampa-St. Petersburg-Clearwater SMSA (Low Income).

(c) Very Low Income: The category of very low income shall be defined as a household with a median income that is within the range of less than fifty (50) percent of the median income for the Tampa-St. Petersburg-Clearwater SMSA (Very Low Income).

(3) The Applicant/Developer may satisfy the Affordable Housing Obligation and receive credit toward the 429 units as follows:

(a) Assumable equity mortgage for affordable units provided on site:

(i) Any entity within the Project 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 toward the Affordable Housing Obligation at the time the assumable equity mortgage is assigned to and accepted by the 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. In the event there is no difference in value between the affordable price for the housing unit and the appraised market price, but the market price is at or below the pricing threshold within each affordable-housing category of Workforce, Low Income, or Very Low Income in effect at the time of the sale, and such sales price and threshold is verified by the County's Community Development Manager, the County will accept an assumable equity mortgage for an amount no less than the equivalent value of one (1) housing unit, as calculated pursuant to the formula below (Equivalent Housing Unit Value), adjusted by the ratios below for Low Income and Very Low Income, if applicable. To qualify for a credit against the Affordable Housing Obligation, the assumable equity mortgage must 1) be a recorded, assignable, and assumable first or second mortgage on the property; 2) require repayment at closing in the event the housing unit is resold at a price that is not affordable; 3) have a value that is no less than the Equivalent Housing Unit Value; and 4) is sold to a household that earns less than 120 percent 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 s.(6). Each affordable-housing unit sold in accordance with this subsection shall be creditable toward the Affordable Housing Obligation as follows:



1) Each assumable equity mortgage assigned and accepted by the County in the Workforce category shall count toward one (1) unit of the Affordable Housing Obligation. The assumable equity mortgage value shall be the Equivalent Housing Unit Value.

2) Each assumable equity mortgage assigned and accepted by the County in the Low Income category shall count toward two (2) units of the Affordable Housing Obligation. The assumable equity mortgage value shall be two (2) times the Equivalent Housing Unit Value.

3) Each assumable equity mortgage assigned and accepted by the County in the Very Low Income category shall count toward three (3) units of the Affordable Housing Obligation. The assumable equity mortgage value shall be three (3) times the Equivalent Housing Unit Value.

(b) Donation or reduced sale of land or lots to a County-sponsored, affordable-housing, nonprofit corporation:

(i) Any entity within the Project that donates or sells for a reduced price land or lots to a County-sponsored, affordable-housing, nonprofit corporation to construct affordable-housing units (Nonprofit) shall be entitled to a credit against the Affordable Housing Obligation at the time the land or lot is conveyed to the Nonprofit and the value and unit yield of the land or lot(s) is confirmed in writing by the County's Community Development Manager consistent with the credit calculation set forth below. To be eligible for credit, the land or lot(s) conveyed to the Nonprofit must be acceptable to the County's Community Development Manager.

(ii) Unless the Countywide Affordable Housing Ordinance discussed in Subsection s.(9) allows for a different credit amount, the amount of units creditable toward the Affordable Housing Obligation for land or lots donated or sold for a reduced price to a Nonprofit shall equate to the actual appraised market value of the land or lots conveyed less the price paid by the Nonprofit, not to exceed Thirty Thousand and 00/100 Dollars (\$30,000.00), divided by the Equivalent Housing Unit Value. In the event the conveyance involves land for more than one (1) lot or more than one (1) dwelling unit and can be built on the land conveyed, the maximum dollar value credit shall be Thirty Thousand and 00/100 Dollars (\$30,000.00) multiplied by the maximum number of units that can be built on the property pursuant to the applicable DRI, Comprehensive Plan, zoning, and LDC requirements as determined by the Community Development Manager after consultation with the County Development Director (Land Donation Credit). The equivalent credit value toward the Affordable Housing Obligation shall be the Land Donation Credit divided by the Equivalent Housing Unit Value.

(iii) Credits shall be issued to the entity that either assigns the assumable equity mortgage in accordance with Subsection s.(3)(a), donates, or sells for a reduced price the land or lot(s) in accordance with Subsection s.(3)(b). Credits shall be issued by the County's Community Development Manager. Credits are only assignable within the Project, unless the Countywide Affordable Housing Ordinance discussed in Subsection s.(9) allows for assignment of credits to developments outside the Project.

(c) The establishment of a "community land trust" as defined by 42 USC § 12773 (f).

(d) A down payment or closing cost assistance program offered by the County, or offered by the Applicant/Developer or third parties, provided the program is approved by the County.

(e) Utilization of Low-Income, Housing Tax Credit (LIHTC); tax-free bond financing; or similar Federal or State programs that incentivize the private production of affordable housing. Any affordable units created through such programs will be assigned the same credits as described in Paragraphs s(3)(a)(i)(1)-(3).

(f) Such other affordable-housing product or program as determined as affordable by the County's Community Development Manager consistent with the foregoing definitions and applicable Federal, State, and local income and expense criteria for affordable housing.

(4) In the event, the Applicant/Developer for any reason cannot or does not provide the actual affordable-housing units or donate land to accommodate affordable housing pursuant to Subsection s.(3), the following cash-mitigation payments shall be required to address the Affordable Housing Obligation:

- \$100.00 Per Single-Family Residential Unit
- \$ 80.00 Per Multifamily Residential Unit or  
ACLF Bed
- \$ 0.35 Per Gross Square Foot of Retail Space
- \$ 0.25 Per Gross Square Foot of Office Space or  
Light Industrial Space

No cash mitigation shall be required for affordable-housing units provided in accordance with Subsection s.(3).

(5) The cash-mitigation payments, if any, shall follow the same procedure for payment of TIFs in the TIF Ordinance.

(6) The cash-mitigation payments, if any, shall be placed into a designated County account and shall be applied to County-approved, affordable-housing projects or programs within the Traffic Analysis Zone(s) in which the Project is located.

(7) The cash-mitigation payments, if any, shall be increased each year by a two (2) percent escalator.

(8) Cash-mitigation payments, if any, may only be used to satisfy the Affordable Housing Obligation set forth in this Subsection s and are not refundable or eligible for exchange for cash from the County, except to the extent the Countywide Affordable Housing Ordinance discussed in Subsection s.(9) allows for refunds.



(9) The 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 to all other pending or future DRI projects within Pasco County, Florida, on a nondiscriminatory basis. If the County adopts affordable-housing requirements and the required contributions are higher than the contributions required in this DO, development within the Project that 1) has not been mitigated for pursuant to Subsection s.(3); 2) has not already paid the contribution amounts set forth in Subsection s.(4) above; or 3) 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 s.(4).

Unless the Countywide Affordable Housing Ordinance discussed in Subsection s.(9) allows for a different credit amount for each assumable equity mortgage assigned to the County, the Equivalent Housing Unit Value shall be determined in accordance with the following formula:  $(\$100.00 \times \text{specifically approved, single-family units} + \$80.00 \times \text{specifically approved multifamily units} + \$0.35 \times \text{specifically approved retail square footage} + \$0.25 \times \text{specifically approved office square footage}) \div (\$0.10 \times \text{specifically approved total dwellings for the Project})$ . For example, as the Project is specifically approved for the following entitlements: 2,870 single-family units; 1,415 multifamily units; 307,150 square feet of retail; 344,520 square feet of office; 170,000 square feet of light industrial; 100 motel rooms (estimated to convert to 32,500 square feet); 120 ACLF beds; and 16 theater screens (estimated to convert to 25,000 square feet), the amount of the credit for each assumable equity mortgage assigned to the County would be One Thousand Five Hundred Fifty-Four and 00/100 Dollars (\$1,554.00), computed as follows:

$$(2870 \times \$100 + 1,415 \times \$80 + 307,150 \times \$0.35 + 344,520 \times \$0.25 + 100 \times \$113.75 + 170,000 \times \$0.25 + 16 \times \$546.88 + 120 \times \$80) / 4285 \times .1$$

(10) As an additional component of the Applicant/Developer's affordable-housing strategy, accessory dwelling units such as garage apartments, granny flats, and similar type units are hereby authorized for use in the Starkey Ranch DRI subject to the provisions of this subsection. The Applicant/Developer will not receive a specific credit for any accessory dwelling units actually provided against the Affordable Housing Obligation set forth above unless specifically approved by the County's Community Development Manager based upon data supplied by the Applicant/Developer. However, such accessory dwelling units shall not in any event be counted towards the maximum density requirements or entitlements under the DRI or MPUD Master Planned Unit Development District provided that such units satisfy the following requirements:

(a) Any owner or builder desiring to construct an accessory dwelling unit within the DRI will be required to pay applicable impact fees for the unit as ultimately approved by the County.

(b) The use of accessory dwelling units shall further be subject to the terms and conditions of the MPUD Master Planned Unit Development District approval for the Starkey Ranch DRI.

t. 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 the 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. The Applicant/Developer shall provide any reports of cultural resource activities and conduct any archaeological and/or historical fieldwork consistent with Rule 1A-46, FAC. In the event such reports identify mitigation of potential impacts, this DO shall be amended to incorporate any required mitigation through an NOPC. If any significant resources are found and it is determined that such resources qualify for designation of the County Register of Historic Resources, the Applicant/Developer shall initiate the designation process pursuant to the LDC, Section 315.

u. General Conditions

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

(2) Should the Applicant/Developer divest himself of all or substantially all of its interest in the Project prior to the expiration of this DO, the Applicant/Developer shall designate the successor entity to be responsible for preparation of the biennial report.

(3) Unless required elsewhere herein, all conveyances shall occur at record plat, construction plan approval where a record plat is not required, or within ninety (90) days of the County's request, whichever occurs first. All conveyances pursuant to this DO shall be by deed or easement and shall include access easements, be in a form acceptable to the Real Estate Division, be excluded from the boundaries of all special districts, 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 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.

(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 BCC establishing County impact fees for the purpose of funding solid waste, public safety, and/or wildlife mitigation, the Applicant/Developer shall be required to pay the fees, subject to applicable credits, in accordance with the terms of the ordinance(s) or resolutions(s).



(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 TBRPC, the Project will be subject to substantial deviation review pursuant to Section 380.06, F.S.

(7) Approval of the Project 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 Rule 9J-2.048, Adequate Housing Uniform Standard Rule.

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

v. Procedures

(1) Biennial Reports

(a) Monitoring of the Project by the County shall be the responsibility of the Administrator.

(b) The Applicant/Developer shall provide a biennial report on the required form to the Growth Management Department, TBRPC, and FDCA on the two (2) year anniversary date of the effective date 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 Rule 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, the County shall notify the Applicant/Developer and shall declare the Project not to be in compliance with this DO. Should the report not be submitted within thirty (30) days after such notification, all ongoing 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/Developer shall include:

(e) The cumulative number of units developed through the land use tradeoff mechanism.

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

- (g) A synopsis of all DRI and zoning amendments.
- (h) A synopsis of ownership (major parcels).
- (i) A list of DRI/DO conditions of approval and whether the Applicant/Developer has met the conditions.
- (j) All applicable monitoring reports as identified in this DO for groundwater, stormwater, 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), F.S., as amended, prior to implementation of such changes. Application to amend any provision of this DO shall be made on the required form (NOPC to a Previously Approved DRI), and shall be provided by the Applicant/Developer to the TBRPC, FDCA, and the 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 BCC shall return five (5) signed and certified copies of this DO and the Notice of Adoption to the Growth Management Department. The Growth Management Department shall then send copies of each document to the FDCA, TBRPC, and to attorneys of record in these proceedings.
- (c) The DO shall be deemed rendered upon transmittal of copies to all recipients identified in Chapter 380, F.S.

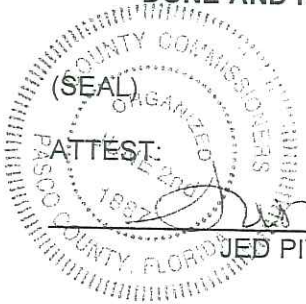
(4) Severability

Each provision of this DO is material to the BCC 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 BCC modifies the DO to address the illegal or invalid provision; provided, however, such determination shall not affect the validity of a) DRI entitlements for which a complete application has been submitted, or approval has been received for, preliminary plan, preliminary site plan, plat, construction plan, Building Permit, or CO; or b) 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 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 BCC 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 23<sup>rd</sup> day of September, 2008.



Jed Pittman  
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS OF  
PASCO COUNTY, FLORIDA  
Ted Schrader  
TED SCHRADER, CHAIRMAN  
APPROVED  
SEP 23 2008

STATE OF FLORIDA  
COUNTY OF PASCO  
THIS IS TO CERTIFY THAT THE FOREGOING  
IS A TRUE AND CORRECT COPY OF  
PAGE(S) 1-87 OF 87 PAGES  
OF THE ORIGINAL OF RECORD IN MY  
OFFICE. WITNESS MY HAND AND THE  
COUNTY'S OFFICIAL SEAL THIS  
26th day of September 2008  
JED PITTMAN, CLERK TO THE BOARD  
BY Janet Sady Deputy Clerk

## EXHIBITS

- A. ADA and Sufficiency Responses\*
- B. TBRPC DRI Final Report\*
- C. Legal Description
- D. Developer's Commitments
- E. Land Use Equivalency Matrix
- F. Map H – Master Plan
- G. Proportionate-Share Calculation
- H. Development Agreement
- I. FDOT Costs
- J. SWFWMD and TBW Monitoring Sites
- K. Conservation Easement Graphic
- L. Collocated School Site and District Park Conceptual Plan

\* Incorporated by Reference Only



**EXHIBIT A**

**APPLICATION FOR DEVELOPMENT APPROVAL  
SUFFICIENCY RESPONSES**

**DRI NO. 264, STARKEY RANCH  
PASCO COUNTY**

**(On File with the Pasco County Growth Management Department)**

**EXHIBIT B**

**TAMPA BAY REGIONAL PLANNING COUNCIL  
DRI FINAL REPORT**

**DRI NO. 264, STARKEY RANCH  
PASCO COUNTY**

**(On File with the Pasco County Growth Management Department)**



**EXHIBIT C**

**LEGAL DESCRIPTION**

**DRI NO. 264, STARKEY RANCH  
PASCO COUNTY**

## Legal Description

### Starkey Ranch DRI

PARCEL: A

A parcel of land being a portion of Sections 16, 17, 19, 20, 21, 22, 26, 27, 28, 29 and 30, Township 26 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of the Northwest 1/4 of Section 29, Township 26 South, Range 17 East, Pasco County, Florida; thence N89°06'24"W, along the North line of said Northwest 1/4 of Section 29 (being the basis of bearings for this legal description), same being the North line of WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3, as recorded in Plat Book 45, page 55 of the Public Records of Pasco County, Florida, for 2,225.41 feet to the Northwest corner of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3; thence leaving said North line of the Northwest 1/4 of Section 29, S00°13'42"W, along the West line of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3, for 1,322.62 feet to the point of intersection with the South line of the North 1/2 of said Northwest 1/4 of Section 29, same being the Southwest corner of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3; thence N89°08'10"W, along said South line of the North 1/2 of the Northwest 1/4 of Section 29, for 419.38 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 26 South, Range 17 East, Pasco County, Florida; thence N89°02'23"W, along the South line of said Northeast 1/4 of the Northeast 1/4 of Section 30 and the South line of the Northwest 1/4 of said Northeast 1/4 of Section 30, respectively, for 2,414.46 feet; thence leaving said South line of the Northwest 1/4 of the Northeast 1/4 of Section 30, S00°10'00"W, for 1,283.36 feet to the point of intersection with the Northerly Right-of-Way line of State Road 54, according to that certain State of Florida Department of Transportation Right of Way Map prepared by the Genesis Group, Inc., Work Program Item/Segment 256336 1, dated 4/15/99, same being the point of intersection with a non-tangent curve, concave Northeasterly; thence Northwest along said Northerly Right-of-Way line of State Road 54, along the arc of said curve, from a radial bearing of S26°57'20"W, having a radius of 1,785.19 feet, a central angle of 16°53'38", an arc length of 526.37 feet, and a chord bearing N54°35'51"W for 524.47 feet to the point of tangent; thence N44°29'27"W, continuing along said Northerly Right-of-Way line of State Road 54, for 279.74 feet; thence leaving said Northerly Right-of-Way line of State Road 54, N00°10'00"E, for 790.88 feet to the point of intersection with South line of the Northeast 1/4 of the Northwest 1/4 of said Section 30; thence N88°58'46"W, along said South line of the Northeast 1/4 of the Northwest 1/4 of Section 30, for 378.01 feet to the point of intersection with the East line of that certain property as described in Official Records Book 276, page 184 of the Public Records of Pasco County, Florida; thence leaving South line of the Northeast 1/4 of the Northwest 1/4 of Section 30, N34°09'19"E, along said East line of that certain property as described in Official Records Book 276, page 184, for 8,870.97 feet to a Southwest corner of that certain property as described in Official Records Book 1875, page 1260 of the Public Records of Pasco County, Florida; thence the following twelve (12) courses along the Southerly line of said certain property as described in Official Records Book 1875, page 1260; (1) thence leaving said East line of that certain property as described in Official Records Book 276, page 184, N75°59'50"E, for 2,448.98 feet; (2) thence S59°19'53"E, for 239.14 feet; (3) thence N62°03'50"E, for 1,600.92 feet; (4) thence N55°34'02"E, for 557.49 feet; (5) thence N84°39'20"E, for 431.84 feet; (6) thence S84°50'08"E, for 231.35 feet; (7) thence S54°39'17"E, for 172.88 feet; (8) thence S24°28'26"E, for 624.95 feet; (9) thence S63°37'08"E, for 831.78 feet; (10) thence S53°25'58"E, for 188.54 feet; (11) thence S53°26'01"E, for 440.44 feet; (12) thence S07°24'15"E, for 695.75 feet to the point of intersection with the Southwesterly line of that certain property as described in Official Records Book 4482, page 132 of the Public Records of Pasco County, Florida; thence the following fifty (50) courses along said Southwesterly line of that certain property as described in Official Records Book 4482, page 132; (1) thence leaving said Southerly line of that certain property as described in Official Records Book 1875, page 1260, S06°59'01"W, for 209.29 feet; (2) thence S28°20'36"E, for 264.22 feet; (3) thence S04°37'11"W, for 238.03 feet; (4) thence S29°32'23"E, for 247.23 feet; (5) thence S20°35'31"E, for 236.04 feet; (6) thence S00°37'54"E, for 241.30 feet; (7) thence S12°37'17"E, for 313.82 feet; (8) thence S74°42'22"E, for 225.78 feet; (9) thence S48°59'43"E, for 413.43 feet; (10) thence S00°46'38"E, for 257.63 feet; (11) thence S15°48'14"W, for 102.98 feet; (12) thence S04°22'37"E, for 85.66 feet; (13) thence S79°08'22"W, for 154.70 feet; (14) thence S29°18'45"W, for 186.27 feet; (15) thence S37°35'43"E, for 323.79 feet; (16) thence S84°56'00"E, for 470.07 feet; (17) thence S22°49'34"E, for 122.61 feet; (18) thence S18°48'45"E, for 175.50 feet; (19) thence S33°01'11"E, for 195.45 feet; (20) thence S49°36'20"E, for 184.25 feet; (21) thence S51°18'16"E, for 189.12 feet; (22) thence S36°14'58"E, for 128.82 feet; (23) thence S46°32'50"E, for 225.75 feet; (24) thence S30°02'50"E, for 172.23 feet; (25) thence S50°22'12"E, for 269.58 feet; (26) thence S40°57'35"E, for 289.55 feet; (27) thence S14°11'21"E, for 293.43 feet; (28) thence S47°17'03"E, for 480.59 feet; (29) thence S11°42'41"W, for 234.77 feet; (30) thence S51°16'19"E, for 229.87 feet; (31) thence S89°32'40"E, for 105.32 feet; (32) thence S47°49'38"E, for 228.93 feet; (33) thence



N88°03'44"E, for 411.66 feet; (34) thence N29°34'34"E, for 170.66 feet; (35) thence N42°45'33"W, for 274.86 feet; (36) thence N46°19'34"E, for 153.32 feet; (37) thence N72°28'22"E, for 145.41 feet; (38) thence S64°29'59"E, for 115.17 feet; (39) thence N83°05'47"E, for 99.98 feet; (40) thence S76°42'06"E, for 145.18 feet; (41) thence S59°16'21"E, for 467.14 feet; (42) thence S89°07'50"E, for 427.98 feet; (43) thence S74°57'39"E, for 115.82 feet; (44) thence S31°30'28"E, for 328.12 feet; (45) thence N75°02'55"E, for 295.38 feet; (46) thence S81°59'26"E, for 297.57 feet; (47) thence N75°18'45"E, for 206.75 feet; (48) thence N55°23'21"E, for 153.92 feet; (49) thence S67°19'10"E, for 273.38 feet; (50) thence S51°20'20"E, for 479.14 feet to the point of intersection with the Westerly line of that certain property as described in Official Records Book 2020, page 1848 of the Public Records of Pasco County, Florida; thence the following nine (9) courses along said Westerly line of that certain property as described in Official Records Book 2020, page 1848; (1) thence leaving said Southwesterly line of that certain property as described in Official Records Book 4482, page 132, S33°31'07"W, for 238.38 feet; (2) thence S40°39'19"W, for 180.75 feet; (3) thence S16°30'47"W, for 238.34 feet; (4) thence S44°27'49"E, for 316.70 feet; (5) thence S22°32'41"E, for 317.48 feet; (6) thence S02°48'40"E, for 579.93 feet; (7) thence S79°19'35"E, for 284.60 feet; (8) thence S83°17'38"E, for 302.69 feet; (9) thence S37°25'04"W, for 129.81 feet to the point of intersection with the East line of the Northeast 1/4 of Section 27, Township 26 South, Range 17 East, Pasco County, Florida; thence leaving said Westerly line of that certain property as described in Official Records Book 2020, page 1848, S00°42'31"W, along said East line of the Northeast 1/4 of Section 27, for 630.38 feet to the Southeast corner of said Northeast 1/4 of Section 27; thence N88°46'04"W, along the South line of said Northeast 1/4 of Section 27, for 459.45 feet; thence leaving said South line of the Northeast 1/4 of Section 27, N13°50'58"W, for 119.19 feet; thence N81°36'42"W, for 410.10 feet; thence S53°23'18"W, for 270.85 feet to the point of intersection with said South line of the Northeast 1/4 of Section 27; thence N88°46'04"W, along the South line of said Northeast 1/4 of Section 27, for 1,347.52 feet; thence leaving said South line of the Northwest 1/4 of Section 27, S77°41'06"W, for 215.48 feet to the point of intersection with the East line of Lot 1 Block S, according to THE LYON COMPANY'S SUBDIVISION, as recorded in Plat Book 2, page 39 of the Public Records of Pasco County, Florida; thence S00°18'33"W, along said East line Lot 1 Block S, for 78.97 feet to the point of intersection with said Northerly Right-of-Way line of State Road 54, same being the point of intersection with a non-tangent curve, concave southerly; thence westerly along said Northerly Right-of-Way line of State Road 54, along the arc of said curve, from a radial bearing of S00°09'38"W, having a radius of 5,374.00 feet, a central angle of 02°27'09", an arc length of 230.03 feet, and a chord bearing S88°56'04"W for 230.02 feet, to the point of tangent, same being the point of intersection with the West line of the East 270.00 feet of said Lot 1 Block S; thence leaving said Northerly Right-of-Way line of State Road 54, N00°18'33"E, along said West line of the East 270.00 feet of Lot 1 Block S, for 138.75 feet to the point of intersection with South line of the Northwest 1/4 of said Section 27; thence N88°45'08"W, along said South line of the Northwest 1/4 of Section 27, for 37.00 feet; thence leaving said South line of the Northwest 1/4 of Section 27, S00°18'33"W, for 141.16 feet to the point of intersection with said Northerly Right-of-Way line of State Road 54, same being the point of intersection with a non-tangent curve, concave southerly; thence westerly along said Northerly Right-of-Way line of State Road 54, along the arc of said curve, from a radial bearing of S02°55'54"E, having a radius of 9,040.79 feet, a central angle of 00°43'03", an arc length of 113.22 feet, and a chord bearing S86°42'34"W for 113.22 feet, to the point of tangent; thence leaving said Northerly Right-of-Way line of State Road 54, N00°18'33"E, for 150.12 feet to the point of intersection with South line of the Northwest 1/4 of said Section 27; thence N88°45'08"W, along said South line of the Northwest 1/4 of Section 27, for 137.02 feet to the point of intersection with the centerline of Orange Street, according to said THE LYON COMPANY'S SUBDIVISION; thence S00°18'33"W, along said centerline of Orange Street, for 169.60 feet to the point of intersection with a non-tangent curve, concave Southerly; thence Westerly along the arc of said curve, from a radial bearing of N04°56'53"W, having a radius of 5,854.58 feet, a central angle of 7°30'03", an arc length of 766.45 feet, and a chord bearing S81°18'06"W for 765.91 feet to the point of tangent; thence S77°28'46"W, for 10.37 feet; thence S77°28'45"W, along the Northerly line of that certain property as described in Official Records Book 3769, page 1223 of the Public Records of Pasco County, Florida, for 2,577.21 feet to the point of intersection with said Northerly Right-of-Way line of State Road 54; thence the following thirty three (33) courses along said Northerly Right-of-Way line of State Road 54; (1) thence leaving said Northerly line of that certain property as described in Official Records Book 3769, page 1223, N12°26'05"W, for 616.22 feet; (2) thence S77°58'26"W, for 133.33 feet; (3) thence S12°01'34"E, for 285.60 feet; (4) thence S15°24'09"W, for 13.78 feet; (5) thence S40°24'23"W, for 110.46 feet; (6) thence S54°35'40"W, for 203.05 feet; (7) thence N35°24'20"W, for 19.68 feet; (8) thence S54°35'40"W, for 22.97 feet; (9) thence S35°24'20"E, for 19.68 feet; (10) thence S54°35'40"W, for 139.49 feet; (11) thence S62°28'43"W, for 233.07 feet; (12) thence S12°26'01"E, for 15.82 feet; (13) thence S77°33'59"W, for 110.94 feet to a point of intersection with a curve, concave Northerly; (14) thence Westerly along the arc of said curve, having a radius of 11,301.68 feet, a central angle of 00°28'59", an arc length of 95.29 feet, and a chord bearing S77°48'28"W for 95.29 feet to the point of intersection with a non-tangent line; (15) thence N11°52'03"W, for 16.40 feet; (16) thence S78°07'57"W, for 32.81 feet; (17) thence S11°52'03"E, for 16.40 feet to a point of intersection with a non-tangent curve, concave Northerly; (18) thence Westerly along the arc of said curve, from a radial bearing of S11°47'04"E, having a radius of 11,301.68 feet, a central angle of 00°11'54", an arc length of 39.11 feet, and a chord bearing S78°18'53"W for 39.11 feet to the point of intersection with a non-tangent line; (19) thence N37°02'59"W, for 160.46 feet;



(20) thence N54°52'02"W, for 77.27 feet; (21) thence N68°48'38"W, for 124.21 feet; (22) thence N50°46'04"E, for 149.92 feet; (23) thence N85°05'06"E, for 423.60 feet; (24) thence N60°30'56"E, for 47.07 feet; (25) thence N07°13'53"W, for 59.16 feet; (26) thence N53°57'05"W, for 297.15 feet; (27) thence S65°51'27"W, for 159.21 feet; (28) thence N52°10'09"W, for 110.49 feet; (29) thence N03°46'38"E, for 50.75 feet; (30) thence N89°47'46"W, for 301.01 feet; (31) thence S06°35'00"E, for 476.85 feet; (32) thence S82°57'35"W, for 798.11 feet; (33) thence S06°35'00"E, for 300.00 feet to the point of intersection with said Northerly line of that certain property as described in Official Records Book 3769, page 1223; thence the following five (5) courses along said Northerly line of that certain property as described in Official Records Book 3769, page 1223: (1) thence leaving said Northerly Right-of-Way line of State Road 54, S83°25'00"W, for 895.58 feet; (2) thence N06°34'59"W, for 28.00 feet; (3) thence S83°25'01"W, for 88.51 feet; (4) thence S06°34'59"E, for 28.00 feet; (5) thence S83°25'00"W, for 513.35 feet to the point of intersection with a line 400.00 feet East of and parallel with the East line of the Southeast 1/4 of Section 29, Township 26 South, Range 17 East, Pasco County, Florida; thence N00°15'15"E, along said line 400.00 feet East of and parallel with the East line of the Southeast 1/4 of Section 29, for 890.35 feet; thence N89°44'45"W, for 400.00 feet to the point of intersection with said East line of the Southeast 1/4 of Section 29; thence N00°15'15"E, along said East line of the Southeast 1/4 of Section 29, for 581.36 feet to the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 29; thence N00°15'15"E, along the East line of said Southeast 1/4 of the Northeast 1/4 of Section 29, for 1,319.99 feet to the Northeast corner of said Southeast 1/4 of the Northeast 1/4 of Section 29; thence N89°08'25"W, along the North line of said Southeast 1/4 of the Northeast 1/4 of Section 29, for 1,322.24 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 29; thence continue N89°08'25"W, along the South line of said Northwest 1/4 of the Northeast 1/4 of Section 29, for 1,312.34 feet to the Southeast corner of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3; thence the following eight (8) courses along the East line of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3: (1) thence leaving said South line of the Northwest 1/4 of the Northeast 1/4 of Section 29, N25°35'20"E, for 274.29 feet; (2) thence N89°08'03"W, for 355.63 feet; (3) thence N16°19'38"E, for 354.07 feet; (4) thence N16°16'42"E, for 266.03 feet; (5) thence S85°26'26"E, for 69.96 feet; (6) thence N32°24'45"E, for 221.92 feet; (7) thence N02°15'35"W, for 247.33 feet; (8) thence N10°26'20"W, for 43.75 feet to the point of intersection with the North line of said Northwest 1/4 of the Northeast 1/4 of Section 29, same being the Northeast corner of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3; thence N89°06'29"W, along said North line of the Northwest 1/4 of the Northeast 1/4 of Section 29, same being the North line of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3, for 112.68 feet to the POINT OF BEGINNING.

PARCEL B:

A parcel of land being a portion of the Northwest 1/4 of Section 30, Township 26 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of Section 30, Township 26 South, Range 17 East, Pasco County, Florida; thence S88°59'46"E, along the North line of said Northwest 1/4 of Section 30 (being the basis of bearings for this legal description), for 69.63 feet to the point of intersection with the Northerly Right-of-Way line of State Road 54, according to that certain State of Florida Department of Transportation Right of Way Map prepared by the Genesis Group, Inc., Work Program Item/Segment 256336 1, dated 4/15/99, same being the POINT OF BEGINNING; thence leaving said Northerly Right-of-Way line of State Road 54, continue S88°59'46"E, along said North line of the Northwest 1/4 of Section 30, same being the South line of SIENNA WOODS, as recorded Plat Book 25, page 85 of the Public Records of Pasco County, Florida and the South line of LONGLEAF PHASE ONE, as recorded Plat Book 37, page 140 of the Public Records of Pasco County, Florida, respectively, for 1,720.23 feet; thence leaving said North line of the Northwest 1/4 of Section 30, S07°23'41"E, along said South line of LONGLEAF PHASE ONE, for 34.39 feet to the point of intersection with the Westerly Right-of-Way line of Starkey Boulevard, according to Official Records Book 5486, page 1757 of the Public Records of Pasco County, Florida, same being the point of intersection with a non-tangent curve, concave Northwesterly; thence leaving said South line of LONGLEAF PHASE ONE, Southwesterly along said Westerly Right-of-Way line of Starkey Boulevard, along the arc of said curve, from a radial bearing of S48°47'28"E, having a radius of 2,640.00 feet, a central angle of 9°11'49", an arc length of 423.76 feet, and a chord bearing S45°48'27"W for 423.31 feet to the point of tangent; thence S50°24'21"W, along said Westerly Right-of-Way line of Starkey Boulevard, for 764.58 feet to the point of intersection with said Northerly Right-of-Way line of State Road 54; thence N44°29'27"W, along said Northerly Right-of-Way line of State Road 54, for 1,186.80 feet to the POINT OF BEGINNING.

PARCEL C:

A parcel of land lying within the northwest 1/4 of Section 30, Township 26 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

Commence at the northwest corner of Section 30, Township 26 South, Range 17 East, Pasco County, Florida; thence along the North boundary of said northwest 1/4 of Section 30, South 88°59'58" East (being the basis of bearings for this legal description), for 69.63 feet to an intersection



with the northerly right-of-way of State Road number #54 (Gunn Highway), according to the Florida Department of Transportation right-of-way maps Segment 256336 1, dated 4-20-99; thence along said northerly right-of-way of State Road number #54, South 44°29'25" East, for 1,247.00 feet to the intersection with the centerline of Starkey Boulevard as shown on Pasco County right-of-way maps, work order number # C-4837.00, dated 1-09-01, revision 5; thence along said centerline of Starkey Boulevard, North 50°24'21" East, for 759.59 feet; thence leaving said centerline South 39°35'39" East, for 60.00 feet to the intersection with the East right-of-way of said Starkey Boulevard the same also being the POINT OF BEGINNING ; said point also being the beginning of a curve to the left, of which the radius point lies North 39°35'39" West, a radial distance of 2,760.00 feet; thence along said East right-of-way of Starkey Boulevard the following seven (7) courses; (1) 296.51 feet northeasterly along the arc of said curve, with a radius of 2,760.00 feet, a central angle of 06°09'19", and a chord distance of bears North 42°46'58" East; (4) South 55°26'50" East, for 5.61 feet; (5) South 62°48'39" East, for 35.99 feet; (6) South 73°24'36" East, for 61.74 feet; (7) North 40°12'24" East, for 4.57 feet; thence leaving said East right-of-way of said Starkey Boulevard South 31°41'08"E East, for 81.37 feet; thence South 09°06'45" East, for 64.67 feet; thence South 55°50'41" East, for 85.28 feet; to the intersection with the westerly boundary of the Florida Power Corporation Parcel as described in Official Records Book 276, pages 184 through 186 of the Public Records of Pasco County Florida; thence South 34°09'19" West along said westerly boundary of the Florida Power Corporation Parcel and the Easterly boundary of the Starkey Parcel recorded in Official Records Book 1592, Pages 1753 through 1758 of the Public Records of Pasco County, Florida, respectively, for 1222.11 feet to the intersection of said northerly right-of-way of State Road number #54; thence along said northerly right-of-way North 44°29'25" West, for 631.60 feet to said East right-of-way of Starkey Boulevard; thence along said East right-of-way of Starkey Boulevard the following nine (9) courses; (1) North 50°24'21" East, for 344.37 feet; (2) South 39°35'39" East, for 10.00 feet; (3) North 50°24'21" East, for 100.35 feet; (4) South 82°46'05" East, for 49.22 feet; (5) North 79°00'19" East, for 62.12 feet; (6) North 63°54'13" East, for 47.23 feet; (7) North 52°01'55" East, for 93.40 feet; (8) North 39°35'39" West, for 89.31 feet; (9) North 50°24'21" East, for 82.07 feet to the POINT OF BEGINNING.

Error of closure: 0.0211 feet (LCS) Error of closure: 0.0065 feet (LCS) Error of closure: 0.0051 feet (MDE)

PARCEL A containing 108,919,167 square feet or 2,500.44 acres, more or less. PARCEL B containing 747,925 square feet or 17.17 acres, more or less. PARCEL C containing 540,144 square feet or 12.40 acres, more or less. TOTAL AREA containing 110,207,236 square feet or 2,530.01 acres, more or less.

**EXHIBIT D**

**DEVELOPER'S COMMITMENTS**

**DRI NO. 264, STARKEY RANCH  
PASCO COUNTY**



**SECTION III - DEVELOPER COMMITMENTS**  
**DRI #264 - STARKEY 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) and/or Third Sufficiency Response (SR3):

**GENERAL**

1. *More than 6% of the site will consist of a conservation transition zone that will buffer the conservation lands from urbanized areas of open space, provide floodplain attenuation and contain trails. (ADA/Page 10-2)*
2. *The Starkey Ranch community will require an amendment to the Future Land Use Map of the Future Land Use Element in the Pasco County Comprehensive Plan. (ADA/Page 10-6)*
3. *Conservation lands identified for use as mitigation will be placed under conservation easement allowing passive recreational uses on a phased basis. This conservation easement will be dedicated to a local land trust, the SWFWMD, or other appropriate natural resource entity. (ADA/Page 13-11)*
4. *The applicant notes that the County will not support retail in the Business Park other than accessory retail within office or industrial buildings. [SR1/Page (General) 1]*
5. *The number of [non-residential] parking spaces will be provided in the Development Order, as this is a threshold requirement of Chapter 380, F.S. (SR1/Page 9-2)*
6. *The Light Industrial uses will be limited to the Business Center [Developer clarification: and Town Center] parcels. (ADA/Page 9-2)*
7. *Much of the retail space will be located on the ground floors of buildings that will contain condominiums and apartments on the upper floors. (SR1/Page 9-4)*
8. *The applicant commits to applying the Town Center FLU standards, as detailed in the new Future Land Use Element, to the ROR area covering the Town Center. The applicant will have a Development Order condition stating this commitment. [SR2/Page (General) 2]*
9. *All impacts on public facility capacities will be proven to be financially feasible through Development Order conditions and Developer's Agreements that will be in place prior to the adoption of the Comprehensive Plan Amendment. [SR2/Page (General) 3]*
10. *The applicant is not seeking entitlements for the area designated as "Future Development Parcels" on Revised Map H; if the applicant decides to do so in the future, they acknowledge that the requested entitlements will undergo DRI review. (SR2/Page 10-6)*

11. The following summarizes the provisions of the conservation plan ((ADA/Pages 10-21, 10-24, 12-11 & 13-8 as revised by SR2/Page 12-3):
- Wetland preservation (approximately  $\pm 281.9$  acres);
  - Wetland enhancement (approximately  $\pm 387.7$  acres);
  - Existing surface features (e.g. three excavated ponds totaling  $\pm 99.9$  acre);
  - A 500-foot wide buffer on the Anclote River and South Branch in areas currently vegetated with flatwoods, scrub, or other natural vegetation communities (approximately  $\pm 63.8$  acres);
  - A 250-foot wide buffer on the South Branch in areas currently consisting of improved pasture (approximately  $\pm 22.3$  acres);
  - Preservation of flatwoods, scrub and other natural vegetation in addition to the 500-foot wide Anclote/South Branch buffer (approximately  $\pm 128.1$  acres of natural upland conservation and management areas);
  - Additional conservation transition lands that may be needed for floodplain compensation or other soft uses (e.g. fill production, stormwater ponds)(approximately  $\pm 63.3$  acres).

#### **VEGETATION AND WILDLIFE**

1. *A management plan for the conservation lands on the site will be developed to guide management activities, including prescribed fire, appropriate mechanical management, and/or exotic species control. This plan will be developed and coordinated with the Southwest Florida Water Management District and/or Florida Fish and Wildlife Conservation Commission, as needed, during permitting efforts with these agencies. (ADA/Pages 10-21, 10-24 & 12-11 and SR2/Page 12-4)*
2. *The [Developer clarification: revised] Conservation Plan for the property includes the conservation of more than [Developer clarification: 200] acres of a pine flatwoods/scrub mosaic and 660 acres of wetlands adjacent to the Starkey Wilderness Preserve. (ADA/Page 10-22)*
3. *Long-term management of these [nest tree habitat] areas will improve habitat conditions for kestrels within naturally vegetated uplands by opening the midstory and understory to conditions consistent with vegetation found in historical sandhill/flatwoods communities. (ADA/Page 12-9)*
4. *No sandhill crane nests are known to occur on site. If sandhill crane nests are observed in the future, no development activities will occur within 400 feet of the nest during nesting season. (ADA/Page 12-10 & SR2/Page 12-2)*
5. *Potential adverse impacts to fox squirrel [and gopher tortoise] habitat on the site will be coordinated with the FFWCC. (ADA/Page 12-10)*
6. *The proposed development plan results in impacts to approximately  $\pm 78.2$  acres of wetlands and  $\pm 5.0$  acres of surface waters. (ADA/Page 13-12)*
7. *Conservation lands will be maintained by the applicant, the Starkey Institute, a conservation stewardship organization, community development district, or other appropriate entity and will include land management activities as described in the responses to Question 12 of the ADA*



*submittal... The interest and maintenance of these open spaces in developed areas will be that of the owners' association, CDD, or other neighborhood association. (ADA/Page 10-1)*

8. *Conservation easements will be phased into the project as development occurs. (ADA/Page 10-2)*
9. *Specifics of these management practices will be included in the Conservation Management Plan. Where possible, the management will be conducted outside of the nesting season to protect nesting birds in adjacent wetlands and limit potential impacts to recently hatched or fledged young. (SR1/Page 12-1)*
10. *It is the intent of the applicant to use prescribed fire as a management tool within the conservation lands in the northern portion of the site to maintain pyrogenic habitats. The Conservation Management Plan will include general conditions and recommendations for fire frequency and/or appropriate mechanical methods that may complement or replace prescribed fire under certain conditions (i.e. protracted drought). (SR1/Page 12-2)*
11. *Wildlife crossing features that accommodate smaller species that live in or adjacent to the wetland, including oversized culverts with at-grade features such as signage and traffic calming measures, will be proposed for the site. (SR1/Page 12-2)*
12. *The new landscaping within common areas in development areas will make maximum use of indigenous vegetation, where possible. (SR1/Page 19-3)*
13. *No known bald eagle nests occur on the subject property. If a nest is found in the future, development within 660 feet of the nest will be coordinated with the U.S. Fish and Wildlife Service. (ADA/Page 12-10 as revised by SR2/Page 12-2)*
14. *The Applicant will prepare a Habitat Management Plan (HMP) for the conservation areas in Starkey Ranch that will address conservation, management and monitoring of upland buffers and upland conservation tracts as well as guidelines for addressing potential impacts to listed species occurring on the site. The HMP will be coordinated with the FFWCC to address listed species management issues. (SR3/Page 12-1)*
15. *The Applicant will work with FFWCC and the USFWS during the ACOE IP application to identify foraging habitat on site and develop guidelines as part of the HMP to offset potential impacts to wood stork foraging habitat within the wetland and pond systems on site. (SR3/Page 12-1)*
16. *Surveys following the appropriate guidelines from the FFWCC will be conducted prior to construction within each parcel on the site for southeastern American kestrels and/or fox squirrels with the FFWCC during the establishment of the HMP for the site. (SR3/Page 12-2)*
17. *The Applicant will develop an HMP for the project site that address multi-species conservation, management, and monitoring. This HMP will include a conceptual monitoring program for wetland enhancement areas on the site, guidelines for addressing potential impacts to listed species,*

*management recommendations, a conceptual plan for passive areas, and the entity responsible for the long-term management of the conservation areas. The Applicant will coordinate the HMP with the FFWCC, the SWFWMD, and the County. (SR3/Page 12-2)*

18. *The Habitat Management Plan will:*
  - *specify guidelines for areas in which hunting can occur, the subject species for the hunts, frequency of the hunts, and an access control plan to limit other passive uses during hunting periods.*
  - *establish guidelines for potential timbering uses within the conservation areas.*
  - *provide guidelines for an exotic species control program, provide details about a management entity, and provide guidelines for potential educational signage within the conservation areas.*
  - *establish guidelines for the distribution, layout, monitoring, and potential access control activities to help maintain the ecological value of the conservation tracts with these compatible uses.*
  - *include baseline documentation of existing conditions within the conservation areas and a natural resources assessment for the site. (SR3/Page 13-1 - 13-32)*
19. *The applicant will develop a conceptual plan that documents proposed passive uses noted in Revised Exhibit SR1-13-1 as part of the HMP review process... (SR3/Page 13-3)*

#### **WETLANDS**

1. *A hydroperiod analysis will be conducted on wetlands within the project site prior to development. This analysis will be used by project engineers to develop flood control, stormwater specifications, and wetland enhancement plans for the site. (ADA/Page 13-5)*
2. *The feasibility of implementation of the proposed wetland enhancement and the potential for enhancement of additional wetlands will be evaluated as more detailed site analyses are conducted. (ADA/Page 13-5)*
3. *The Natural Resource and Conservation Management Plan includes the following aspects (ADA/Page 13-7):*
  - *Large buffers adjacent to South Branch and the Anclote River (250 feet in areas currently dominated by improved pasture and 500 feet in naturally vegetated uplands;*
  - *Conservation of ±236.6 acres of additional natural uplands in the northern portion of the site consisting of a mosaic of scrub, scrubby flatwoods, and mesic flatwoods;*
  - *Wildlife habitat enhancement, including gopher tortoise relocations, preservation of mast-producing trees, appropriate use of cattle for short-term management objectives, and/or plantings of native plants, etc.;*
  - *Identification of appropriate locations for access to Starkey Wilderness Preserve, so that residents can enjoy and embrace the natural resources of this portion of Pasco County;*
  - *Long-term management of the mosaic of naturally vegetated uplands and wetlands, buffered from intense development by large surface water features (e.g. stormwater ponds, borrow ponds);*



- *The creation of a long-term management plan, supported by a dedicated funding source, that will include:*
    - *Prescribed fire*
    - *Exotic species removal*
    - *Restorations of historic vegetation composition*
    - *Appropriate passive recreation*
    - *Environmental education*
    - *Sustained connection of natural systems to the Anclote River and the Starkey Wilderness Preserve*
  - *Creation of an environmental education and access (e.g. passive recreation trails, boardwalks) program for residents of the urban areas of the Starkey Ranch community;*
  - *Continue to provide environmental education to a broad array of people [Developer clarification: through the Starkey Institute/Center];*
  - *Creation of Green Design Comprehensive Plan for environmental stewardship across the property, including pursuit of certifications by one of several certifying entities; and*
  - *Continued agricultural use in areas until permitted for use in mitigation to offset construction level wetland impacts.*
5. *A variety of sediment control practices will be utilized to protect wetland areas from stormwater runoff discharge. Berms or diversion structures will be used to reroute runoff, if necessary. Settling basins and retention areas will be created and vegetated buffer areas along edges of water bodies and marshes will be left intact to trap sediment carried in stormwater runoff that could be produced during construction. Silt control barriers, such as hay bales and silt screens, will be placed appropriately to prevent siltation from occurring during construction. (ADA/Page 13-12)*
  6. *Conceptual plans for enhanced wetlands consist primarily of plugging ditches and/or installing control structures to retain additional water within the wetlands for a longer period of time. (ADA/Page 13-12)*
  7. *All of the Category 1 wetlands will be preserved through the development framework established by the Starkey Ranch DRI, Development Order, MPUD, and various environmental permits, [Developer clarification: except for permitted roadway crossings]. (SR1/Page 10-8)*
  8. *Ditch plugs and/or control structures with control elevations based on historical hydrological patterns will be installed at the outfalls (or road crossings) of the wetlands. (SR1/Page 13-1)*
  9. *As lands within the proposed conservation plan are placed under conservation easement, cattle will be removed. (SR1/Page 13-1)*
  10. *Details of this funding program [for conservation lands] will be developed during permitting efforts with appropriate agencies. (SR1/Page 13-2)*
  11. *The majority of standard buffers will be allowed to revegetate naturally or may be maintained through occasional mowing or bush hogging as defined within the future Natural Resources Conservation Management Plan for the site. (SR1/Page 13-2)*

12. *The expanded buffers proposed within the conservation plan for the Anclote River and South Branch range from 250 feet for pasture areas to 500 feet within naturally vegetated areas. (SR1/Page 13-2)*
13. *The FFWCCC will be consulted during the development of the conservation management plan for the site through appropriate permitting efforts for listed species affected by development of the site. (SR1/Page 13-2)*
14. *During construction phases of the DRI, regular monitoring and maintenance will occur within lands set aside for mitigation purposes consistent with District, Corps, and/or other appropriate agencies permits. Following construction phases of the property, an appropriate natural resource oriented non-profit organization, community stewardship organization, homeowners' association, or other appropriate entity will maintain passive use facilities and/or maintain the areas to protect natural/wildlife values. (SR1/Page 13-3)*
15. *Environmental education programs will be created for residents of the adjacent urban areas to expose residents to and inform residents of the natural/wildlife values of the conservation areas. (SR1/Page 13-3)*
16. *The long-term management plan will include at a minimum:*
  - *a description of plant communities and listed species known to occupy the site;*
  - *a prescribed fire program that provides general guidelines about return intervals (e.g. every 2 to 5 years for pine flatwoods, every 15-20 years for scrub sites, etc.), mechanical methods to prepare for or mimic fire, and general blocks requiring fire management;*
  - *a description of exotic species known to occur or that have high potential to occur on the site along with the recommended eradication techniques and timeframes;*
  - *sustained connections to the Starkey Wilderness Park and potential coordination requirements for management within on site conservation areas and the Preserve;*
  - *enhancement techniques and/or plans for wetlands and/or upland areas; and*
  - *a general description of passive recreational facilities and educational programs proposed for the site.*

*The proposed [long-term management] plan will be coordinated with the District through the ERP application, the FFWCC through appropriate wildlife permitting, and the County within one year of the issuance of an approved development order for the Starkey Ranch DRI. (SR1/Page 13-7)*
17. *All enhancement areas will be placed under conservation easements dedicated to a local land trust, the SWFWMD, or other appropriate natural resource entity when used for mitigation to maintain legal protection for those lands. (SR1/Page 13-12)*
18. *Wetland enhancement plans will be coordinated with the District and/or other appropriate agencies during permitting efforts for the site. (SR1/Page 13-13)*
19. *An Environmental Monitoring Plan (EMP) subject to County approval will be developed in conjunction with the County and applicable agencies to ensure that conservation areas shall continue to be protected should the entity to which the conservation easements are dedicated cease*



*to exist. Where possible, this EMP will be included in the site-wide natural resource management plan and will include a monitoring and reporting provision to ensure long-term conservation of the proposed conservation lands. (SR2/Page 13-1)*

20. *Silvicultural activities within the DRI lands for mitigation will be limited to those areas that may be specified in the management plan. (SR2/Page 13-3)*
21. *A detailed enhancement plan for the site will be included within the District ERP application for the Starkey Ranch DRI. (Exhibit SR2-13-3/Page 1)*
22. *The Applicant will commit to the following Development Order (DO) condition... “This DO does not authorize impacts to Category 1 wetlands. At the time of preliminary plan/preliminary site plan approval, the County may decide to authorize impacts to Category 1 wetlands, but only in accordance with the provisions of the Conservation Element Policies 2.7.2., 2.7.4. and 2.7.6. Roadway crossings of Category 1 wetlands shall be limited in number to those crossings as shown on Map H (as may be amended in the future).” (SR3/Page 10-6)*
23. *The Applicant will be required to complete a DRI level review of any future development uses within these lands (i.e. “Future Development Parcels”)... (SR3/Page 13-2)*

#### **WATER QUALITY**

1. *Water quality treatment will be accomplished through a combination of Best Management Practices and utilization of natural or manmade stormwater detention systems. The stormwater detention systems will comprise of open water components with either a natural or manmade littoral zone vegetated by native aquatic species to provide biological treatment. (ADA/Pages 10-25 & 14-3)*
2. *Stormwater quality treatment systems will be designed and constructed... [to] treat and attenuate stormwater runoff before discharging to internal wetlands and/or natural conveyance waterways to the adjacent properties. Stormwater management ponds will be designed to maximize mixing, aeration, and settlement of particulates as much as practical. (ADA/Page 14-3)*
3. *Existing on-site surface waters and wetlands within the Starkey Ranch DRI as well as off-site areas will be protected from construction activities by various measures, including silt screen fences and implementation of a staged excavation/dewatering plan. Exposed soils will be stabilized upon completion of final grading. (ADA/Page 14-3)*
4. *The owners’ association will make printed educational materials available to residents of Starkey Ranch. (SR1/Page 14-1)*
5. *Additional groundwater quality data will be provided as required by the approving authority during the design phase. (SR2/Page 14-1)*

## SOILS

1. *Stormwater runoff for the project will be managed through an appropriate Master Drainage Plan, which at this stage of the design process includes runoff being routed to ponds or sumps for stormwater retention/detention and/or treatment before being discharged to any existing wetland areas. (ADA/Page 15-2)*
2. *The following steps will be adhered to in order to prevent and control wind and water erosion (ADA/Page 15-2):*
  - *Hay bales or silt screens shall be installed prior to land clearing to protect water quality and to identify areas to be protected from clearing activities and maintained for the duration of the project until all soil is stabilized;*
  - *Floating turbidity barriers shall be in place in flowing systems or in open water lake edges prior to initiation of earthwork and maintained for the duration of the project until all soil is stabilized;*
  - *The installation of temporary erosion control barriers shall be coordinated with the construction of the permanent erosion control features to the extent necessary to assure effective and continuous control of erosion and water pollution throughout the life of the construction phase;*
  - *Where pumps are to be used to remove turbid waters from construction areas, the water will be treated prior to discharge to wetlands. Treatment methods include turbid water being pumped into grassed swales or appropriate upland vegetated areas (other than upland preservation areas and wetland buffers), sediment basins, or confined by an appropriate enclosure such as turbidity barriers or low berms, and kept confined until turbidity levels meet State Water Quality Standards;*
  - *The developer shall schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum areas necessary for efficient construction operation, and the duration of exposed, uncompleted construction to the elements shall be as short as practicable. Clearing and grubbing will be scheduled and performed such that grading operations can follow immediately thereafter. Grading operations will be scheduled and performed to allow permanent erosion control features to be placed immediately thereafter if conditions on the project permit;*
  - *Exposed soils will be stabilized as soon as possible, especially slopes leading to wetlands. Stabilization methods include sod, seeding and mulching or hydro mulching to provide a temporary or permanent grass cover, mulch blankets, filter fabrics, etc., can be employed to provide vegetative cover;*
  - *Energy dissipaters (such as rip rap, a gavel bed, hay bales, etc.) will be installed at the discharge point of pipes or swales if scouring is observed;*
  - *Implement storm drain inlet protection (hay bales or gravel) to limited sedimentation within the stormwater system. Perform inspections and periodic cleaning of sediments that wash out into the streets until all soil is stabilized;*
  - *If water clarity does not reduce to state standards rapidly enough in holding ponds, it may be possible to use chemical agents such as alum to flocculate or coagulate the sediment particles.*



3. *Site specific testing will consist of a program of pre-design testing which will include standard penetration test borings in retention ponds and structural areas, infiltration rate testing of the soils in retention ponds, determination of existing groundwater tables and estimates of seasonal high water table levels. Roadway profile borings along the alignment of proposed streets and roads will also be made and site specific structures such as pump stations or lift station locations will be evaluated. (SR1/Page 14-1)*
4. *The pre-design soils work will be started once a preliminary site plan site plan has been approved and the Civil Engineer starts requiring specific soils data with which to start their designs. (SR1/Page 14-1)*
5. *Pre-construction meetings will be held with the contractor and all parties involved to discuss the project, including any soil constraints identified. (SR1/Page 14-3)*
6. *The County will be provided the results of the site specific testing for sinkhole potential as outlined by the applicant on Page 14-1 of Sufficiency Response #1 during the construction plan submittal phase. (SR2/Page 14-1)*
7. *The applicant will commit to notifying Tampa Bay Water if remedial measures are undertaken in the event that a sinkhole occurs on the site. The applicant will also commit to performing geotechnical soil borings, and other standard procedures, at each proposed stormwater pond to limit the potential for locating ponds within potential sinkhole prone areas. (SR2/Page 15-1)*

#### **WATER SUPPLY**

1. *The existing on-site water wells will not be used to provide potable water for the development. Any existing water wells that remain undisturbed may be used as a secondary source for landscape irrigation [Developer clarification: if reclaimed/reuse water is not available]. (ADA/Page 17-4)*
2. *The reduction of turf grass area, use of native plants and xeriscape principals will help to reduce irrigation demand. (ADA/Page 17-5)*
3. *The applicant will provide notification to future landowners and lessees regarding well construction specifications that must be met to qualify for future well repairs under Tampa Bay Water's Good Neighbor Policy. (SR2/Page 17-1 & SR3/Page 17-1)*

#### **WASTEWATER MANAGEMENT**

1. *The septic tanks, if necessary, would be used to provide restroom/bathroom facilities in the remote parts of the conservation areas... Additionally, the large-lot estates section of Starkey Ranch, denoted as [Developer clarification: "Estates"] in light yellow on Map H, may be too remote and low density to feasibly connect to a central sewer. (SR2/Pages 18-1 & 18-3)*
2. *The applicant proposes the following Development Order condition... "No septic tanks shall be installed in an area of the Starkey Ranch DRI identified as 'Neighborhood,' 'Business Park,' or 'Town Center' on Map H. Septic facilities shall be permitted in the [Developer clarification:*

*‘Estate’] area, so long as the density remains at or below one unit per net acre, and in the ‘Upland Preservation/Conservation Transition Zone’ area, where such facilities may be necessary for the comfort of visitors. All Septic tanks will comply with any relevant local, state or federal regulations and permitting requirements. (SR2/Page 18-1)*

## **STORMWATER MANAGEMENT**

1. *Best Management Practices will be implemented in the collection, conveyance, treatment, storage, and attenuation of stormwater runoff. The stormwater management system will include on-site man-made detention and natural isolated wetland systems. (ADA/Page 10-21)*
2. *The 24-hour, 25-year peak discharge rate from system outfalls will be regulated by water control structures that will limit the post-development discharge to the pre-development rate. Control structures will be baffled to preclude the discharge of oil/grease and be provided with bleed down orifices or V-notches sized to the appropriate SWFWMD criteria. (ADA/Page 19-1)*
3. *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 and ponds are to be constructed adjacent to isolated systems, littoral zone areas, as well as deeper sump areas, will be constructed as part of the new system. Where new wetland systems are to be created, it should include the construction of a littoral zone that presents a suitable environment for establishment of suitable native aquatic vegetation and this will provide biological treatment to maintain water quality. (ADA/Page 19-1)*
4. *The developer and/or his assigns, including possible purchasers of individual development tracts, will assume the responsibilities to manage the [drainage] system at full project buildout. Portions of the systems may be dedicated to, or conveyed to, such entities as homeowner associations, community development associations and/or Pasco County with the legal capacity to operate and maintain the system. (ADA/Page 19-5)*
5. *Where littoral planting zones are used within the stormwater ponds, a plant palette using native herbaceous and/or canopy species will be used. (SR1/Page 19-1)*
6. *Floodplain encroachment and compensation analysis will be performed to demonstrate no adverse impact. (SR1/Page 19-2)*
7. *A sufficient number of geotechnical soil borings will be performed in each pond location to determine the approximate depth to a confining layer. The pond bottom will then be set to assure that there is adequate clearance from the confining layer to prevent breaching the aquifer based on the soil borings taken. (SR1/Page 19-2)*
8. *The off-site runoff currently passing through the site will be maintained. On-site runoff will not co-mingle with the off-site runoff prior to water quality treatment... (SR1/Page 19-3)*



9. *Attenuation and storage of treated stormwater and/or flood waters within wetlands will be used to enhance the hydrology of wetland proposed for use in the mitigation/conservation plan. (SR1/Page 19-4)*
10. *The applicant agrees with the [following] proposed condition... “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 TBW or SWFWMD or Pasco 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 four feet of the underlying limestone which is part of the groundwater aquifer. It shall be assumed that excavation which exceeds either of these criteria shall constitute adverse groundwater effects. Developer’s responsibilities to prevent this occurrence and any remedial actions that are required should it occur shall be addressed by the Developer prior to development” (SR2/Page 19-1 & SR3/Page 19-1)*
11. *The Applicant will consider the use of native vegetation in the place of sod that is normally used to stabilize portions of the stormwater systems and other locations, where appropriate and feasible, as determined on a parcel by parcel basis. (SR3/Page 19-2)*
12. *The Applicant will consider the use of Florida Friendly Landscaping Principles throughout the project, in keeping with the Applicant’s demonstrated commitment to the environmental integrity of Starkey Ranch. (SR3/Page 19-3)*

#### **SOLID WASTE**

*The Starkey Ranch residents’ association will participate in the voluntary recycling service run by the Pasco County Utilities Recycling Program. (SR2/Page 20-1)*

#### **TRANSPORTATION**

1. *The specialty retail land use will be located inside the development and not directly on S.R. 54. (SR1/Page 21-1)*
2. *The [Developer clarification: “paired road system”/Gunn Highway extension] roadways are expected to be dedicated to Pasco County. (SR1/Page 21-8)*
3. *The site will be designed to accommodate PCPT to pick-up and drop-off riders if the current routes are modified to include this area. (SR1/Page 21-19)*

#### **AIR QUALITY**

*... effective dust control measures will be implemented... including: 1) minimization of exposed erodible earth area to the extent possible; 2) stabilization of exposed earth with grass, mulch, pavement or other cover as early as possible; 3) periodic sweeping, or application of water or stabilizing agents to the working or hauling areas; 4) covering, shielding or stabilizing of stockpiled materials as necessary; and 5) the use of covered haul trucks. (ADA/Page 22-1)*

## **HURRICANE PREPAREDNESS**

1. *Any public schools located within the Starkey Ranch DRI will be hurricane shelters. (ADA/Page 23-1)*
2. *The applicant will coordinate, where feasible, with the Pasco County Emergency Management Department about incorporating hurricane resistant technology at Starkey Ranch. (SR12/Page 23-1)*

## **AFFORDABLE HOUSING**

*As a commitment to contributing to this important regional issue, the Applicant is proposing the following Development Order conditions for the Starkey Ranch DRI (SR3/Page 24-2):*

1. *The Applicant will ensure that ten percent (10%) of the built residential units in each phase are affordable to households making equal to or less than 120 percent of the Area Median Income for Pasco County, as defined by the U.S. Bureau of the Census. The maximum “affordable” process for both sales and rentals will be determined according to the formula established in the East Central Florida Regional Planning Council Housing Methodology.*
2. *The method(s) for satisfying this condition will be worked out between the Applicant and Pasco County with review by Tampa Bay Regional Planning Council staff. These methods may include, but are not limited to, the following:*
  - a) *Community land trust, as defined in 42 USC Sec. 12773(f);*
  - b) *Down payment and/or closing cost assistance;*
  - c) *Utilization of the Low Income Housing Tax Credit, tax-free bond financing, or similar federally-sponsored programs;*
  - d) *Accessory dwelling units, through a ratio mutually agreeable to the Applicant and the Pasco County Community Development Division;*
  - e) *Any market-rate units sold and/or rented within the “affordability” limit, as described above; and*
  - f) *A payment-in-lieu of constructing units, in an amount mutually agreeable to the Applicant and Pasco County, with review by Tampa Bay Regional Planning Council staff.*

*Additionally, the Applicant and Pasco County may negotiate mutually agreeable terms concerning the potential for incentives or credits if the Applicant implements an innovative approach to this issue. Such terms may include a two-for-one credit for homes constructed and placed in a program that ensures long-term affordability (such as a community land trust). To qualify, the homes must remain in an affordable price range, as defined above, for a period of time determined by the Applicant and Pasco County, and be sold to qualified buyers. The required number of units could be reduced by up to thirty percent (30%) if the Applicant uses such a strategy.*

3. *The number of affordable housing units provided by the Applicant shall be tracked and recorded in each biennial report.*
4. *Should the Applicant not provide the required affordable housing units per phase of the development, a payment of \$2,500.00 per deficit unit must be paid into a Pasco County affordable housing trust fund prior to commencement of the next phase or issuance of a built-out agreement.*



## **POLICE & FIRE PROTECTION**

1. *The design team will hold an additional meeting with [Developer clarification: Pasco County Sheriff's Office] at the beginning of the detailed design phase to discuss the environmental design criteria in more specificity. (SR2/Page 25-1)*

## **RECREATION AND OPEN SPACE**

1. *The applicant intends to provide biking trails and wide sidewalks throughout the community... (ADA/Page 10-13)*
2. *An extensive and publicly accessible trails and sidewalks network will connect to the numerous passive and active recreational areas in the community, as well as to the Starkey Wilderness Preserve to the north... (ADA/Page 10-22)*
3. *The proposed District Park will offer a variety of active-use facilities that may include softball fields, soccer fields, tennis courts, and playgrounds, as well as opportunities for passive uses, such as picnicking. A significant amount of acreage on the north side of the property will remain open space, effectively protecting sensitive wetlands and wildlife habitat. (ADA/Page 26-1)*
4. *The neighborhood parks will be dedicated to and maintained by a Homeowner's Association and/or CDD within the proposed development. (ADA/Page 26-1)*
5. *The terms of the [parkland] dedication will be set forth in the Development Order ultimately approved for the Starkey Ranch DRI. (SR1/Page 26-1)*
6. *Any parkland purchased by Pasco County would not count towards mitigation of the development's parkland impacts... as part of its overall park mitigation program, the applicant proposes to pay park and recreation impact fees, provide approximately 43 acres of neighborhood parks and offer significant passive and active recreational opportunities in the large conservation areas created within the project. (SR1/Page 26-1)*
7. *The proposed master plan for the site maintains a 250 foot-wide buffer within pasture areas and 500 foot-wide minimum buffer adjacent to the Anclote River and South Branch. However, upland and wetland systems within the conservation plan provide significantly larger buffers between development and the Starkey Preserve. (SR1/Page 26-2)*
8. *The applicant will copy the DRI Coordinator on all permit requests and/or correspondences concerning the proposed bike trail connection for parcels at the property boundary connection point. [SR2/Page (General) 4]*
9. *The Development Program now shows a 40-acre District Park, which is the amount of land the Applicant has agreed to donate (for impact fee credits) to the County. The Applicant is still negotiating with the County about the purchase of the remaining 40 acres in order to provide an 80-acre District Park in the community. [SR3/Pages iii & 9-1]*

10. *The Applicant will continue to coordinate with SWFWMD and the County to finalize plans to provide a public access point with suitable public parking to serve the trail network connection to the Starkey Wilderness Preserve. This access point will serve as a regional trailhead facility for the Preserve and will be coordinated with SWFWMD to meet the requirements expressed in the April 2006 SWFWMD letter. [SR3/Page 1]*

#### **EDUCATION**

*The applicant is committing to dedicate land for the construction of one elementary school in return for school impact fee credits... However, the Applicant will continue negotiating with the Pasco County School Board on additional measures to bring creative educational opportunities to Starkey Ranch, including the possibility of a combined elementary/middle school co-located with the potential District Park. (SR3/Page iv)*

#### **ENERGY**

*The Clearwater Gas Company will be responsible for the construction of on-site natural gas lines. The applicant acknowledges that gas lines will be constructed at the time of site development, in accordance with standard procedures. (SR2/Page 29-1)*



**EXHIBIT E**

**LAND USE EQUIVALENCY MATRIX**

**DRI NO. 264, STARKEY RANCH  
PASCO COUNTY**

Exhibit SR2-21-42 (Revised). Trade-off Mechanism

Trade-off Rates

Change From	Change To											
	S.F. Res	TH/Villa	Apt	Hotel	ACLF	Shop. Ctr.	Sp. Retail	Office	Med-Dent	G.L. Ind.	Day Care	Theatre
S.F. Residential	NA	1.9343	1.2896	1.4371	2.0328	0.1408	0.2725	0.4871	0.2294	0.7818	0.0799	7.6536
Townhome/Villa	0.5170	NA	0.6667	0.7430	1.0509	0.0728	0.1409	0.2518	0.1186	0.4042	0.0413	3.9567
Apartment	0.7754	1.4999	NA	1.1144	1.5763	0.1091	0.2113	0.3777	0.1779	0.6063	0.0620	5.9347
Hotel (Occupied Rooms)	NA	NA	NA	NA	1.4145	0.0979	0.1896	0.3389	0.1596	0.5440	0.0556	5.3256
ACLF	NA	NA	NA	0.7070	NA	0.0692	0.1341	0.2396	0.1129	0.3846	0.0393	3.7650
Shopping Center (Avg.)	NA	NA	NA	10.2106	14.4427	NA	1.9362	3.4609	1.6300	5.5548	0.5680	54.3772
Specialty Retail Center	NA	NA	NA	5.2734	7.4592	0.5165	NA	1.7874	0.8418	2.8689	0.2933	28.0840
Office	NA	NA	NA	NA	NA	NA	NA	NA	0.4710	1.6050	NA	NA
Med-Dental Office Bldg	NA	NA	NA	NA	NA	NA	NA	2.1233	0.6230	3.4079	NA	NA
General Light Industrial	NA	NA	NA	NA	NA	NA	NA	0.6230	0.2934	NA	NA	NA
Day Care Center	NA	NA	NA	17.9774	25.4287	1.7607	3.4090	6.0934	2.8698	9.7801	NA	95.7396
Multiplex Movie Theatre	NA	NA	NA	0.1878	0.2656	0.0184	0.0356	0.0636	0.0300	0.1022	0.0104	NA

Trade-off rates based on the following trip generation

Land Use	Size	Units	PM Peak Hour Total	Rate (Trips/Unit)
S.F. Residential	2,870	DU	2,199	0.7662
Townhome/Villa	1,015	DU	402	0.3961
Apartment	400	DU	238	0.5941
Hotel (Occupied Rooms)	100	Rooms	53	0.5331
ACLF	120	Rooms	45	0.3769
Shopping Center (Avg.)	151	1000 SF	822	5.44
Specialty Retail Center	52	1000 SF	147	2.81
Office	174	1000 SF	274	1.57
Med-Dental Office Bldg	44	1000 SF	145	3.34
General Light Industrial	170	1000 SF	167	0.9800
Day Care Center	10	1000 SF	96	9.58
Multiplex Movie Theatre	2,180	Seats	218	0.10

Minimum and Maximum Development Sizing

Land Use	Units	Analyzed Size	Minimum	Maximum
S.F. Residential	DU	2,870	1722	4018
Townhome/Villa	DU	1,015	609	1,421
Apartment	DU	400	240	560
Hotel (Occupied Rm)	Rooms	100	60	140
ACLF	Beds	120	72	168
Shopping Ctr (Avg.)	SF	194,500	116,700	272,300
Specialty Retail Ctr	SF	82,650	49,590	115,710
Office	SF	301,020	180,612	421,428
Med-Dental Off Bldg	SF	43,500	26,100	60,900
General Light Ind	SF	170,000	102,000	238,000
Day Care Center	SF	30,000	18,000	42,000
Multiplex Movie Thr	Seats	2,180	1308	3052

Note: 2,180 Multiplex Seats = 16 Multiplex Screens = 218 PM Peak Hour Total Trips

Example 1: Trade-off 20,000 S.F. of Shopping Center for Office = 20(1,000) x 1.1144 = 22 (1,000) = 22,000 S.F. of Office

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NOTES:

- 1. Land use exchanges from retail, light industrial, and office to residential are prohibited.
- 2. Land use exchanges from light industrial and office to retail are prohibited.
- 3. Prior to approval of any land use exchanges, the proposed exchange must mitigate for any additional park or school impacts as appropriate.
- 4. Prior to approval of any land use exchanges, the proposed exchange must include assurance that any additional utility demands associated with the proposed exchange can be accommodated.



**EXHIBIT F**

**MAP H**

**DRI NO. 264, STARKEY RANCH  
PASCO COUNTY**







**EXHIBIT G**

**PROPORTIONATE-SHARE CALCULATION  
ROADWAY IMPROVEMENTS AND INTERSECTION IMPROVEMENTS**

**DRI NO. 264, STARKEY RANCH  
PASCO COUNTY**

Exhibit SR2-21-50 (Revised). Phase 3 Proportionate Share Calculation for Links and Total (Includes Phases 1 + 2 + 3 Traffic)

Road	From	To	Improvement	Dir	Ref No <sup>1</sup>	Cost per mile <sup>1</sup>			Length (mi)	Project Cost			Capacity <sup>2</sup>			Project		Proportionate Share
						ROW	CST	Total		ROW	CST	Total	Exist	Impr	Ine	Traff	%	
SR 54	West of SB Ramps	Suncoast Pkwy SB Ramps	Widen from 6 LD to 8 LD	EB	12	\$0	\$7,047,201	\$7,047,201	0.25	\$0	\$1,761,800	\$ 1,761,800	2,790	3,540	750	566	75%	\$ 1,329,572
SR 54	Suncoast Pkwy SB Ramps	Suncoast Pkwy NB Ramps	Widen from 6 LD to 8 LD	WB	12	\$0	\$7,047,201	\$7,047,201	0.50	\$0	\$3,523,600	\$ 3,523,600	2,290	2,900	610	576	94%	\$ 3,327,203
SR 54	Suncoast Pkwy NB Ramps	East of NB Ramps	Widen from 4 LD to 8 LD	EB	11	\$0	\$5,610,645	\$5,610,645	0.16	\$0	\$897,703	\$ 897,703	1,860	2,790	930	364	39%	\$ 351,359
SR 54			Widen from 4 LD to 8 LD	WB	13	\$0	\$7,515,153	\$7,515,153	0.16	\$0	\$1,202,424	\$ 1,202,424	1,530	2,900	1370	370	27%	\$ 324,742
SR 54			Widen from 4 LD to 6 LD	EB	20	\$4,914,110	\$6,654,525	\$11,568,635	0.50	\$2,457,055	\$3,327,262	\$ 5,784,317	1,530	2,290	760	263	35%	\$ 2,001,678
SR 54	West of Trinity Blvd	Trinity Blvd	Widen from 4 LD to 10 LD <sup>3</sup>	WB	19	\$0	\$21,017,878	\$21,017,878	0.25	\$0	\$5,254,470	\$ 5,254,470	1,860	4,325	2,465	267	11%	\$ 569,145
SR 54				EB	10	\$5,849,999	\$7,921,874	\$13,771,873	0.25	\$1,462,500	\$1,980,468	\$ 3,442,968	2,290	2,900	610	267	44%	\$ 1,507,004
SR 54				WB	10	\$5,849,999	\$7,921,874	\$13,771,873	0.50	\$2,925,000	\$3,960,937	\$ 6,885,937	2,790	3,540	750	263	35%	\$ 2,414,668
SR 54	Trinity Blvd	Gunn Hwy	Widen from 6 LD to 8 LD	EB <sup>4</sup>	17	\$1,125,000	\$7,921,874	\$9,046,874	1.39	\$1,563,750	\$11,011,404	\$ 12,575,154	2,290	2,900	610	453	74%	\$ 9,338,598
SR 54				WB <sup>4</sup>	17	\$1,125,000	\$7,921,874	\$9,046,874	1.39	\$1,563,750	\$11,011,404	\$ 12,575,154	2,790	3,540	750	445	59%	\$ 7,461,258
SR 54				EB	18	\$0	\$16,814,303	\$16,814,303	0.50	\$0	\$8,407,151	\$ 8,407,151	2,290	2,900	610	627	100%	\$ 8,407,151
Gunn Hwy	S Mobley Rd	Race Track Rd	Widen from 6 LD to 8 LD <sup>3</sup>	WB	18	\$0	\$16,814,303	\$16,814,303	0.25	\$0	\$4,203,576	\$ 4,203,576	2,790	3,540	750	637	85%	\$ 3,570,237
Gunn Hwy				NB	11a	\$637,129	\$3,199,201	\$3,836,330	1.55	\$987,550	\$4,958,762	\$ 5,946,312	810	1,720	910	67	7%	\$ 437,800
Gunn Hwy				SB	11a	\$637,129	\$3,199,201	\$3,836,330	1.55	\$987,550	\$4,958,762	\$ 5,946,312	670	1,400	730	66	9%	\$ 537,600
Gunn Hwy	Race Track Rd	N Mobley Rd	Widen from 2 L to 4 LD	NB	11a	\$637,129	\$3,199,201	\$3,836,330	1.09	\$694,471	\$3,487,130	\$ 4,181,600	810	1,720	910	68	7%	\$ 312,500
				SB	11a	\$637,129	\$3,199,201	\$3,836,330	1.09	\$694,471	\$3,487,130	\$ 4,181,600	670	1,400	730	68	9%	\$ 389,500
				EB <sup>5</sup>	11	\$0	\$ 1,800,000	\$1,800,000	4.38	\$0	\$7,884,000	\$ 7,884,000	1,530	2,290	760	131	17%	\$ 1,358,953
SR 54	0.25 Mile East of Suncoast Pkwy	0.3 Mile W of US 41	Widen from 4 LD to 6 LD	WB <sup>5</sup>	11	\$0	\$ 1,800,000	\$1,800,000	4.38	\$0	\$7,884,000	\$ 7,884,000	1,860	2,790	930	134	14%	\$ 1,135,974
Total Phase 1+2+3 Proportionate Share																		Subtotal Links \$ 44,774,945
																		Subtotal Intersections \$ 14,053,490
																		\$ 58,828,435

<sup>1</sup> Please refer to costs worksheet for Improvement reference number and per mile cost estimates  
<sup>2</sup> Capacity from FDOT Generalized Tables for peak and Off peak directions  
<sup>3</sup> Cost for 8 lane and 10 lane reconstruction based on Ashley Glen DRI, 10 lane capacity is 5/4 of 8 LD capacity  
<sup>4</sup> ROW is for pond only  
<sup>5</sup> Cost from recent price to widen SR 54 east of US 41 from 4 LD to 6 LD

Sources: FDOT District 7 June 2008 Transportation Costs, Guidelines and Review Fees for Traffic Impact Studies (TIS) and Substandard Road Review, Pasco County, Florida, URS, and FDC





**Exhibit SR2-21-51(Revised). Phase 3 Project Impact Percent (Includes Phases 1+2+3 Traffic)**

Road / Intersection	Time Period	Int Capacity		Cap Inc	Tot Proj Traffic	Percent Increase	Notes
		Before	After				
SR 54 at Seven Springs Blvd	PM	8941	9813	872	286	32.8%	
	AM	8619	9250	631	213	33.8%	
SR 54 at Old CR 54	PM	6485	7605	1120	393	35.1%	Only PM peak hour analyzed
SR 54 at Little Rd	PM	8638	11009	2371	653	27.5%	
	AM	9767	11488	1721	522	30.3%	
SR 54 at Starkey	PM	6392	8719	2327	919	39.5%	
	AM	6380	8788	2408	858	35.6%	
SR 54 at Suncoast Pkwy SB Ramp	PM	7334	10180	2846	979	34.4%	
	AM	7977	10367	2390	799	33.4%	
SR 54 at Suncoast Pkwy NB Ramp	PM	6738	9745	3007	734	24.4%	
	AM	7043	9635	2592	589	22.7%	
Trinity at Little Rd	PM	6312	7170	858	367	42.8%	Only PM peak hour analyzed
Trinity at Tamarind	PM	5802	6490	688	408	59.3%	Only PM peak hour analyzed
Trinity at SR 54	PM	5612	11135	5523	2039	36.9%	
	AM	6174	12183	6009	1511	25.1%	
Gunn Hwy at S Mobley Rd	PM	3915	5329	1414	81	5.7%	Only PM peak hour analyzed
Gunn Hwy at Race Track Rd	PM	4762	4982	220	123	55.9%	Only PM peak hour analyzed
Gunn Hwy at N Mobley Rd	PM	4384	4890	506	123	24.3%	Only PM peak hour analyzed
Gunn Hwy at Van Dyke Rd	PM	4873	5861	988	164	16.6%	Only PM peak hour analyzed
Gunn Hwy at Tarpon Springs Rd	PM	3471	4309	838	204	24.3%	Only PM peak hour analyzed
Gunn Hwy at SR 54	PM	6095	10561	4466	1742	39.0%	
	AM	6148	10976	4828	1626	33.7%	
East Lake Rd at Keystone Rd	PM	8549	10400	1851	286	15.5%	Only PM peak hour analyzed
East Lake Rd at Trinity Blvd	PM	7146	8102	956	286	29.9%	Only PM peak hour analyzed
Starkey at River Crossing	PM	2683	3850	1167	163	14.0%	Only PM peak hour analyzed
De Cubellis at River Ridge	PM	4575	5819	1244	81	6.5%	Only PM peak hour analyzed
Starkey at De Cubellis	PM	3691	4063	372	204	54.8%	Only PM peak hour analyzed

Date: July 18, 2008

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Exhibit SR2-21-52 (Revised). Construction Costs (per mile)

Improvements to FDOT Roads

Item	Reference No	Construction Less Scope Contingency	Construction	Design & CEI <sub>2</sub>	Subtotal	R/W <sup>1</sup>	Total (FDOT Roads)	Cost per Direction
Right Turn Lane (Urban - with RW)	1	\$ 221,780	\$ 277,225	\$ 83,168	\$ 360,393	\$ 266,136	\$ 626,529	
Right Turn Lane (Rural - no RW)	2		\$ 224,904	\$ 67,471	\$ 292,375		\$ 292,375	
Left Turn Lane (Urban - no R/W)	5		\$ 123,020	\$ 36,906	\$ 159,926		\$ 159,926	
Left Turn Lane (Urban - with R/W)	6	\$ 98,416	\$ 123,020	\$ 36,906	\$ 159,926	\$ 118,099	\$ 278,025	
Left Turn Lane (Rural - no R/W)	7		\$ 98,625	\$ 29,588	\$ 128,213		\$ 128,213	
Left Turn Lane with 0.25 mi Receiving Lane (Urban - with R/W)	8	\$ 531,446	\$ 664,308	\$ 199,292	\$ 863,600	\$ 637,736	\$ 1,501,336	
Left Turn Lane with 0.25 mi Receiving Lane (Rural - no R/W)	9		\$ 532,575	\$ 159,773	\$ 692,348		\$ 692,348	
Add Lanes (6 to 8) (Urban Condition-w/RW)	10	\$ 9,749,999	\$ 12,187,498	\$ 3,656,249	\$ 15,843,747	\$ 11,699,999	\$ 27,543,746	\$ 13,771,873
Add Lanes (4 to 6) (Rural Condition-No RW)	11		\$ 8,631,762	\$ 2,589,529	\$ 11,221,291		\$ 11,221,291	\$ 5,610,645
Add Lanes (6 to 8) (Rural Condition-No RW)	12		\$ 10,841,847	\$ 3,252,554	\$ 14,094,401		\$ 14,094,401	\$ 7,047,201
Add Lanes (4 to 8) (Rural Condition-No RW)	13		\$ 11,361,774	\$ 3,468,532	\$ 15,030,306		\$ 15,030,306	\$ 7,515,153
Add Lanes (4 to 10) (Rural Condition-No RW) <sup>4</sup>	14		\$ 14,452,218	\$ 4,335,665	\$ 18,787,883		\$ 18,787,883	\$ 9,393,941
Add Lanes (6 to 8) (Urban Condition-No RW)	15		\$ 12,187,498	\$ 3,656,249	\$ 15,843,747		\$ 15,843,747	\$ 7,921,874
Traffic Signal 6-Lane Mast Arm (no R/W)	16		\$ 405,889	\$ 121,767	\$ 527,656		\$ 527,656	
Add Lanes (6 to 8) (Urban Condition-No RW)	17		\$ 12,187,498	\$ 3,656,249	\$ 15,843,747		\$ 15,843,747	\$ 7,921,874
Pond (2 acre)	17						\$ 2,250,000	\$ 1,125,000
Total	17							\$ 9,046,874
Reconstruct 8 lanes <sup>3</sup>	18		\$ 25,868,158	\$ 7,760,447	\$ 33,628,605		\$ 33,628,605	\$ 16,814,303
Reconstruct 10 lanes <sup>3,4</sup>	19						\$ 42,035,756	\$ 21,017,878
Add Lanes (4 to 6) (Urban Condition-w/RW)	20	\$ 8,190,184	\$ 10,237,730	\$ 3,071,319	\$ 13,309,049	\$ 9,828,221	\$ 23,137,270	\$ 11,568,635

Source: FDOT District 7 Costs, June 2008

<sup>1</sup> ROW Cost=(Total construction cost - scope contingency) x 120%

<sup>2</sup> CEI=15% of Construction, Design=15% of Construction

<sup>3</sup> Based on Ashley Glen cost estimates

<sup>4</sup> 10 lane cost based on 5/4 of 8 lane cost)

Improvements to County Roads

Item	Reference No	FDOT Subtotal <sup>1</sup>	Construction <sup>2</sup>	Design & CEI <sup>3</sup>	Contingency <sup>4</sup>	Subtotal	R/W <sup>5</sup>	Total	Cost per Direction
Right Turn Lane (Urban - with RW)	1a	\$ 221,780	\$ 188,513	\$ 15,081	\$ 18,851	\$ 222,445	\$ 44,301	\$ 266,746	
Right Turn Lane (Rural - with RW)	2a	\$ 179,923	\$ 152,935	\$ 12,235	\$ 15,293	\$ 180,463	\$ 35,940	\$ 216,402	
Right Turn with 0.25 mi Receiving Lane (Rural - with R/W)	3a	\$ 971,584	\$ 825,847	\$ 66,068	\$ 82,585	\$ 974,499	\$ 194,074	\$ 1,168,573	
Right Turn with 0.25 Receiving Lane (Rural - no R/W)	4a	\$ 971,584	\$ 825,847	\$ 66,068	\$ 82,585	\$ 974,499		\$ 974,499	
Left Turn Lane (Urban - no R/W)	5a	\$ 98,416	\$ 83,654	\$ 6,692	\$ 8,365	\$ 98,711		\$ 98,711	
Left Turn Lane (Urban - with R/W)	6a	\$ 98,416	\$ 83,654	\$ 6,692	\$ 8,365	\$ 98,711	\$ 19,659	\$ 118,370	
Left Turn Lane (Rural - with R/W)	7a	\$ 78,900	\$ 67,065	\$ 5,365	\$ 6,707	\$ 79,137	\$ 15,760	\$ 94,897	
Left Turn Lane with 0.25 mi Receiving Lane (Urban - with R/W)	8a	\$ 531,446	\$ 451,729	\$ 36,138	\$ 45,173	\$ 533,041	\$ 106,156	\$ 639,197	
Left Turn Lane with 0.25 mi Receiving Lane (Rural - with R/W)	9a	\$ 426,060	\$ 362,151	\$ 28,972	\$ 36,215	\$ 427,338	\$ 85,105	\$ 512,444	
Add Lanes (4 to 6) (Urban Condition-w/RW)	10a	\$ 8,190,184	\$ 6,961,656	\$ 556,933	\$ 696,166	\$ 8,214,755	\$ 1,635,989	\$ 9,850,744	\$ 4,925,372
Add Lanes (2 to 4) (Rural Condition-with RW)	11a	\$ 6,379,265	\$ 5,422,375	\$ 433,790	\$ 542,238	\$ 6,398,403	\$ 1,274,258	\$ 7,672,661	\$ 3,836,330
Add Lanes (4 to 6) (Rural Condition-with RW)	12a	\$ 6,905,410	\$ 5,869,599	\$ 469,568	\$ 586,960	\$ 6,926,126	\$ 1,379,356	\$ 8,305,482	\$ 4,152,741
Add Lanes (4 to 8) (Rural Condition-with RW)	13a	\$ 9,249,419	\$ 7,862,006	\$ 628,960	\$ 786,201	\$ 9,277,167	\$ 1,847,571	\$ 11,124,739	\$ 5,562,369
Pavement Marking Changes	14a			\$ 20,000				\$ 20,000	

Source:Guidelines and Review Fees for Traffic Impact Studies (TIS) and Substandard Road Review, Pasco County, Florida, December, 2006

<sup>1</sup> FDOT District 7 Costs, June 2008

<sup>2</sup> Construction Cost = 85% x 'Subtotal Construction from FDOT Tables'

<sup>3</sup> Design = 5% of construction cost; CEI = 3% of construction cost

<sup>4</sup> Contingency = 10% of construction cost

<sup>5</sup> ROW = 23.5% of construction cost

Date: July 18, 2008

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Revise Proportionate Share for County Identified Improvement Costs

Road	From	To	Improvement	Ref No <sup>1</sup>	Cost per mile <sup>1</sup>		Length (mi)	Project Cost			Capacity <sup>2</sup>			Project		Proportionate Share
					ROW	CST	Total	ROW	CST	Total	Exist	Impr	Inc	Traff	%	
SR 54	Gunn Hwy	East of Gunn Hwy	Widen from 6 LD to 8 LD <sup>3</sup>	EB	\$0	\$12,819,299	\$12,819,299	\$0	\$6,409,649	\$ 6,409,649	2,290	2,900	610	627	100%	\$ 6,409,649
				WB	\$0	\$12,819,299	\$12,819,299	\$0	\$3,204,825	\$ 3,204,825	2,790	3,540	750	637	85%	\$ 2,721,964
SR 54	0.25 Mile East of Suncoast	0.3 Mile W of US 41	Widen from 4 LD to 6 LD	EB <sup>5</sup>	\$0	\$ 1,576,895	\$1,576,895	\$0	\$6,906,801	\$ 6,906,801	1,530	2,290	760	131	17%	\$ 1,190,514
			Widen from 4 LD to 6 LD	WB <sup>5</sup>	\$0	\$ 1,576,895	\$1,576,895	\$0	\$6,906,801	\$ 6,906,801	1,860	2,790	930	134	14%	\$ 995,173

Total \$ 11,317,301  
Previous Amount for these links \$ 14,472,315

Reduction \$ 3,155,014

Link Total \$ 44,774,945

Reduction \$ 3,155,014

Revised Link Total \$ 41,619,932

Subtotal Intersections \$ 14,053,490

Revised Proportionate Share \$ 55,673,422

Note: Per Mile Cost Adjustments (June 2008 Costs / August 2007 Costs)

Widen from 6 LD To 8 LD (Uses Costs to construct 6 lane Urban for comparison.) = \$23,557,197/\$30,898,558 =

Widen from 4 LD To 6 LD (Uses Costs to widen 1 through lane on outside, rural) = \$3,605,279/\$4,115,367 =

0.7624 x\$16,814,303 = \$ 12,819,299  
0.8761 x\$1,800,000 = \$ 1,576,895

Date: July 18, 2008

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**EXHIBIT H**

**DEVELOPMENT AGREEMENT**

**DRI NO. 264, STARKEY RANCH  
PASCO COUNTY**

R Pasco County Growth Management  
7530 Little Rd  
DPR, R 34654



3  
3  
**DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND  
STARKEY RANCH INVESTMENT COMPANY LLC, DEVELOPER OF RECORD,  
FOR DEVELOPMENT OF REGIONAL IMPACT NO. 264, STARKEY RANCH**

Rcpt: 1207061 Rec: 452.00  
DS: 0.00 IT: 0.00  
10/06/08 Dpty Clerk

**THIS DEVELOPMENT AGREEMENT (DA)** is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and Starkey Ranch Investment Company, LLC, the Developer of Record for STARKEY Ranch Development of Regional Impact (DRI) No. 264, hereinafter called "DEVELOPER."

**W I T N E S S E T H:**

JED PITTMAN, PASCO COUNTY CLERK  
10/06/08 04:28pm 1 of 53  
OR BK 7941 PG 1055

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

**WHEREAS**, on September 23, 2008, the COUNTY approved a development order (DO) with conditions for DRI No. 264 in response to an Application for Development Approval (ADA) for the DRI No. 264 on a parcel of real property in Pasco County, Florida, legally described in Exhibit C of the Starkey Ranch DO, hereinafter called "Project," and attached hereto as Exhibit A; and

**WHEREAS**, Exhibit G of the DO and attached hereto as Exhibit B, describes those roadways and intersections significantly impacted by the Project and the required improvements that need to be constructed to ensure maintenance of the adopted Level of Service for such roadways and intersections based upon results of the transportation analysis conducted in conjunction with the ADA; and

**WHEREAS**, Rule 9J-2.045, Florida Administrative Code (F.A.C.), allows the DEVELOPER and the COUNTY to mutually elect one of several transportation mitigation alternatives in order for the DEVELOPER to mitigate the transportation impacts for the Project, including the payment by the DEVELOPER of its proportionate-share contribution for the roadway and intersection improvements identified in Exhibit G of the Starkey Ranch DO and attached hereto as Exhibit B; and

**WHEREAS**, Rule 9J-2.045, FAC, allows the DEVELOPER'S proportionate-share contribution to be applied to expeditiously construct one or more of the roadway improvements identified in the DO; and

**WHEREAS**, the DO establishes the amount of Twenty-Nine Million Seventy-Three Thousand Thirteen and 00/100 Dollars (29,073,013.00) (Net Proportionate Share Obligation) (June 2008 dollars) as the DEVELOPER'S proportionate-share contribution<sup>1</sup> for the transportation impacts of the build-out of Phases I, II and III of the Project and requires the DEVELOPER to construct various State Road 54 intersection improvements, site-related improvements, and potentially make a payment or construct an additional pipeline project as described and defined in this DA (Required Roadway Improvements); and

**WHEREAS**, the DO requires the DEVELOPER to enter into a DA with Pasco County for the right-of-way acquisition, design, and construction of the Required Roadway Improvements.

<sup>1</sup> The Net Proportionate Share Obligation assumes Traditional Neighborhood Design and Employment Center proportionate-share credits. See section 4.a of this DA.



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

1. WHEREAS CLAUSES

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

2. PURPOSE

It is the purpose and intent of this DA to further set forth terms and conditions of the development approval of the Project, as defined pursuant to the DO, as the same relate to the design, permitting, and construction of the Required Roadway Improvements. This DA is intended to define the terms and conditions of the COUNTY'S and the DEVELOPER'S participation in the Required Roadway Improvements as further defined herein. All terms and conditions of this DA shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in Exhibit A. The holder of legal title is Starkey Land Company, LLC, a Florida Limited Liability Corporation, whose principal address is 12959 State Road 54, Odessa, Florida 33556. Pursuant to Section 163.3239, F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to all such legal and equitable owners and their successors in interest.

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

c. Development Uses of Land: The Project is currently zoned A-C Agricultural District. An application to amend the zoning to an MPUD Master Planned Unit Development District is required and shall be submitted to the Growth Management Department. The MPUD Master Plan Rezoning Petition and the DO shall set forth the permitted uses for the Project and shall detail the permitted uses in the conservation areas. The Applicant/Developer may seek an interim C-2, General Commercial District, rezoning for a portion of the Town Center estimated to be approximately 15 acres in size, subject to approval by the County. However, such interim rezoning shall be required to rezone to MPUD Master Plan Unit Development District at the time of rezoning for the Project. The MPUD Master Plan Rezoning Petition and the DO shall set forth the permitted uses for the Project.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through the Required Roadway Improvements and other transportation facilities required by the Pasco County

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

e. Reservations or Dedications for Public Purpose: All reservations and dedications for public purposes (right[s]-of-way) shall be provided in accordance with any MPUD Master Planned Unit Development Conditions of Approval; the DO; and this DA, the COUNTY'S Comprehensive Plan Transportation Corridor Goals, Objectives, Policies, Maps, and Tables, and the COUNTY'S Right-of-Way Preservation Ordinance.

f. Local Development Permits Needed: Prior to the construction of the Required Roadway Improvements, the DEVELOPER shall obtain any necessary development approvals in accordance with the LDC. This provision does not exempt the DEVELOPER from obtaining all other permits required by agencies with jurisdiction over the Project.

g. Findings: The COUNTY has found that Phase 1, II and III of the Project, as permitted and proposed, is consistent with the portions of the Comprehensive Plan applicable to the Project development approvals obtained as of the date of this DA, subject to the provisions of the DO and this DA.

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

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

j. Zoning and Comprehensive Plan Issues: The current Comprehensive Plan Future Land Use Map classifications for the Property are RES-3 (Residential - 3 du/ga), IL (Industrial - Light), IH (Industrial - Heavy), and ROR (Retail/Office/Residential). Simultaneously with the adoption of the DO and



this DA, the BCC shall be adopting a Comprehensive Plan Amendment amending the Future Land Use Map classifications for the Property from RES-3 (Residential - 3 du/ga), IL (Industrial - Light), IH (Industrial - Heavy), and ROR (Retail/Office/Residential) Districts to RES-3 (Residential - 3 du/ga), IL (Industrial - Light), ROR (Retail/Office/Residential), and CON (Conservation Lands) Districts. The proposed development is consistent with the applicable provisions of the RES-3 (Residential - 3 du/ga), IL (Industrial - Light), ROR (Retail/Office/Residential), and CON (Conservation Lands) classifications; the subarea policies; and other Goals, Objectives, and Policies of the Comprehensive Plan. The zoning classification for the Project is A-C Agricultural District. An application to amend the zoning from A-C Agricultural District to MPUD Master Planned Unit Development is under review by the Growth Management Department.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a. Proportionate Share Amount. The DEVELOPER agrees to permit, design, and construct the Required Roadway Improvements as defined herein, within public rights-of-way to be provided by the COUNTY or acquired by the DEVELOPER, as mitigation for the Starkey Ranch, Phases 1, II, and III transportation impacts. Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the DEVELOPER'S proportionate-share contribution for those improvement projects listed in Exhibit G of the Project's DO attached hereto as Exhibit B, is Fifty-Eight Million Eight Hundred Twenty-Eight Thousand Four Hundred Thirty-Five and 00/100 Dollars (\$58,828,435.00) (Proportionate Share) (in June 2008 dollars).

(1) Proportionate Share Credits.

(a) The TND Credit. Pursuant to Section 402.7 of the County's Concurrency Management Ordinance, the County and the Developer agree that the Project shall be granted a proportionate-share credit for the nonresidential entitlements developed in accordance with the County's TND ordinance and, where applicable, the Town Center Future Land Use classification) (277,150 square feet of retail, 170,520 square feet of office, 120-bed ACLF, 30,000 square feet of Day Care, 16-screen Multiplex Theater, and 100 Hotel rooms) in the amount of Nineteen Million Three Hundred Twenty-Five Thousand Six Hundred Forty-One and 00/100 Dollars (\$19,325,641.00) (June 2008 Dollars) (TND Credit). The TND Credit assumes that all nonresidential land uses (other than those in the Business Park) shall be developed in accordance with the TND Ordinance and where applicable, the Town Center Future Land Use requirements of the Comprehensive Plan. In the event the Transportation Backlog Authority for S.R. 54 or other revenue source acceptable to the County pursuant to Section 4a(1)(e) is adopted, the TND Credit shall automatically be increased by Six Million and 00/100 Dollars (\$6,000,000.00) to Twenty-Five Million Three Hundred Twenty-Five Thousand Six Hundred Forty-One and 00/100 Dollars (\$25,325,641.00) (June 2008 dollars).

(b) The EC Credit. Pursuant to Section 402.7 of the County's Concurrency Management Ordinance, the County and the Developer agree that the Project shall be granted a proportionate-share credit for the Business Park/Employment Center (EC) entitlements (174,000 square feet of office and 170,000 square feet of light industrial collectively referred to as the "EC Entitlements") in the amount of Four Million Four Hundred Twenty-Nine Thousand Seven Hundred Eighty-One and 00/100 Dollars (\$4,429,781.00) (June 2008 Dollars) (EC Credit). The EC Credit assumes that the Business Park/EC Entitlements shall be developed in accordance with the MPUD Master Planned Unit Development Ordinance for EC-MPUD Master Planned Unit Development, as amended. At the time of issuance of a building permit for interior build-out of each owner or tenant for the EC Entitlements, the Applicant/Developer shall record a deed restriction for such entitlements, in a form acceptable to the County and enforceable by the County that ensures that the EC Entitlements remain EC Entitlements. Such deed restriction shall require that any violator of such deed restriction make a pro rata share payment of the EC credit set forth above, calculated at the time such violation is incurred less any generally applicable TIF actually paid for such use and adjusted by the most recent construction and right-of-way indices as adopted by the TIF Ordinance as amended.

(c) The TND/EC Credit. The TND Credit and the EC Credit total Twenty-Three Million Seven Hundred Fifty-Five Thousand Four Hundred Twenty-Two and 00/100 Dollars (\$23,755,422.00) (June 2008 dollars) (the TND/EC Credit). The TND/EC Credit assumes that the above referenced entitlements that comply with the applicable respective criteria are only responsible for the payment of transportation impact fees (TIFs) to address their proportionate-share obligation and shall not be subject to any of the required roadway improvement obligations set forth in the DA, except for site-related improvements. The County shall address the proportionate-share obligation for compliant TND and EC Entitlements through the application of TIFs or other revenue sources toward one (1) or more of the following segments: Tower Road (outside of the Starkey Ranch DRI), the six (6) laning of Little Road, the four (4) laning of Starkey Boulevard, right-of-way acquisition at the S.R. 54 and Suncoast Parkway (for a potential north-west loop), and the intersection of S.R. 54 and Little Road, or other parallel facility or mobility improvements in Pasco County that benefit the impacted facilities set forth in Exhibit G as determined by the County (the Other Improvements). Failure to develop any portion of the nonresidential entitlements in accordance with the criteria for TND, Town Center, and EC-MPUD Master Planned Unit Development as applicable or any violation of the EC deed restriction set forth above shall require payment of a pro rata share of (or identification of mitigation pipeline project for) the TND/EC Credit to the County. Such payments shall be adjusted by the most recent construction and right-of-way indices as adopted by the County TIF Ordinance as amended. Such payments shall be utilized for the Other Improvements. Such Other Improvements shall be included in the schedule of capital improvements in the Comprehensive Plan if they are not already in the schedule. In the



event the Transportation Backlog Authority for S.R. 54 or other revenue source acceptable to the County pursuant to Section 4.a(1)(e) is adopted, the TND/EC Credit shall automatically be increased by Six Million and 00/100 Dollars (\$6,000,000.00) to Twenty-Nine Million Seven Hundred Fifty-Five Thousand Four Hundred Twenty-Two and 00/100 Dollars (\$29,755,422.00) (June 2008 dollars).

(d) The Net Proportionate Share Obligation. The Proportionate Share less the TND/EC Credit, which equates to Thirty-Five Million Seventy-Three Thousand Thirteen and 00/100 Dollars (\$35,073,013.00) (Net Proportionate Share Obligation) shall be adjusted by the most recent construction and right-of-way indices as adopted by the TIF Ordinance as amended. In the event the Transportation Concurrency Backlog Authority for S.R. 54 or other revenue source acceptable to the County pursuant to Section 4.a(1)(e) is adopted, the Net Proportionate Share Obligation shall be reduced by Six Million and 00/100 Dollars (\$6,000,000.00) (June 2008 Dollars) to Twenty-Nine Million Seventy-Three Thousand Thirteen and 00/100 Dollars (\$29,073,013.00).

(e) The Transportation Concurrency Backlog Authority for S.R. 54. In the event, that the County adopts a transportation concurrency backlog authority for S.R 54 in accordance with Section 163.3182, F.S. or other revenue source acceptable to the County, the TND Credit, the TND/EC Credit, and the Net Proportionate Share Obligation referenced above shall be adjusted in accordance with the amounts set forth in Sections 4.a(1)(a), 4.a(1)(c), and 4.a(1)(d).

b. Identification of Required Roadway Improvements: The DEVELOPER has elected to design, permit, construct, and in limited instances, provide right-of-way for the Required Roadway Improvements in subsections (1), (2), and (3) below to mitigate the transportation impacts of Phases I, II, and III of the Project (collectively referred to as the "Required Roadway Improvements"). Construction of the Required Roadway Improvements once performed, and subject to compliance with the TND Ordinance, Town Center, and EC-MPUD Master Planned Unit Development requirements set forth above, shall vest the DEVELOPER for transportation concurrency for the Phase I, II and III development entitlements in the Starkey Ranch Development Order (equivalent in p.m. peak hour trips) through December 31, 2022 subject to any extensions granted pursuant to the COUNTY's Concurrency Management Ordinance. For the purposes of this DA, completion of construction of the Required Roadway Improvements shall be defined as when the applicable required improvement is accepted by the COUNTY for maintenance and open to the traveling public, and any required maintenance guarantee has been delivered to the County or FDOT.

(1) Identification of Pipeline Projects. The DEVELOPER has elected to design, permit and acquire right-of-way (where necessary) and contribute funds or construct improvements for four (4) pipeline projects to mitigate the proportionate share transportation impacts of the Project subject to the



TND/EC Proportionate Share Credit requirements set forth above. The four (4) Pipeline Projects are a) the State Road 54 Improvement Pipeline Projects (Pipeline Projects No. 1, 2, and 3 as further defined below and collectively referred to as the S.R. 54 Improvement Pipeline Projects) which are estimated to cost Three Million Nine Hundred Seventy-Eight One Hundred Twenty and 00/100 Dollars (\$3,978,120.00) (June 2008 dollars) and b) the contribution of funds or construction of improvements equivalent to Thirty-One Million Ninety-Four Thousand Eight Hundred Ninety-Three and 00/100 Dollars (\$31,094,893.00) (June 2008 dollars) or Twenty-Five Million Ninety-Four Thousand Eight Hundred Ninety-Three and 00/100 Dollars (\$25,094,893.00) (June 2008 dollars) if adjusted pursuant to 4.a(1) above toward the construction of Tower Road, or other parallel facility or mobility improvements that benefit the impacted facilities set forth in Exhibit G as determined by the COUNTY (Pipeline Project No. 4). The DEVELOPER shall post a letter of credit (LOC) or other performance guarantee acceptable to the County for the S.R. 54 Improvement Pipeline Projects and Pipeline Project No. 4 as further defined below in accordance with Section No. 8 of this DA.

(a) The S.R. 54 Improvement Pipeline Projects shall be the construction, realignment, and expansion of the intersections described below. The S.R. 54 Improvement Pipeline Projects shall also include all shoulders, striping, signalization, medians, sidewalks, stormwater-drainage facilities, floodplain mitigation, wetland mitigation, guardrails, and other roadway appurtenances, all as determined by the COUNTY and permitting agencies to be necessary during the design and permitting of the project (Roadway Appurtenances). Construction of these improvements satisfies Three Million Nine Hundred Seventy-Eight One Hundred Twenty and 00/100 Dollars (\$3,978,120.00) (June 2008 dollars) of the DEVELOPER'S proportionate-share obligations. The DEVELOPER shall design, permit, construct, and acquire right-of-way (where necessary) for the S.R. 54 Improvement Pipeline Projects, regardless of cost. Except for the site-related S.R. 54 intersection improvements as depicted on Exhibit C, construction of the S.R. 54 Improvement Pipeline Projects shall be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA. The DEVELOPER understands and agrees that notwithstanding the potential regional benefits associated with the S.R. 54 Improvement Pipeline Projects, any improvements depicted as "Developer's Cost" on Exhibit C (Site-related S.R. 54 Improvements), attached hereto are not eligible for TIF credits pursuant to the terms of the Pasco County TIF Ordinance as amended; therefore the design, permitting, right-of-way acquisitions/donations, and construction expenses for the Site-related S.R. 54 Improvements are not eligible for TIF credits or COUNTY reimbursement. In the event that the developer of Longleaf MPUD Master Planned Unit Development, Trinity Communities DRI, or others enter in a construction contract acceptable to the COUNTY for all or any portion of the S.R. 54 Improvement Pipeline Projects, before the DEVELOPER enters into a construction contract acceptable to the COUNTY for the construction of S.R. 54 Improvement Pipeline Projects, then the DEVELOPER shall pay a cash contribution to the COUNTY



equivalent to the actual construction costs or the costs set forth in the COUNTY-approved construction contract for that portion of the S.R. 54 Improvement Pipeline Projects constructed by the developer of Longleaf MPUD Master Planned Unit Development, Trinity Communities DRI or others, whichever is greater, but under no circumstance shall the cash contribution exceed the proportionate-share cost assumed in the proportionate share table.

(i) State Road 54 and Gunn Highway (Pipeline Project No. 1):

Pipeline Project No. 1 consists of the intersection improvements at S.R. 54 and Gunn Highway as depicted on Exhibit C. The estimated cost of Pipeline Project No. 1 is One Million Four Hundred Thirty-Two Thousand Two Hundred Ten and 00/100 Dollars (\$1,432,210.00) (June 2008 Dollars). The DEVELOPER shall complete construction of Pipeline Project No. 1 prior to the first to occur of the following: 1) prior to the first record plat for the first dwelling unit or 2) for adjacent development or any development in the Town Center or Downtown Neighborhood as depicted on Map H, construction of Pipeline Project No. 1 shall occur concurrently with site construction for nonresidential development; however no Certificate of Occupancy (CO) for any vertical nonresidential construction shall be issued until construction is complete.

(ii) State Road 54 and Trinity Boulevard (Pipeline Project No.

2): Pipeline Project No. 2 consists of the intersection improvements at S.R. 54 and Trinity Boulevard as depicted on Exhibit C. The estimated cost of Pipeline Project No. 2 is One Million Nine Hundred Nineteen Thousand Five Hundred Forty-Three and 00/100 Dollars (\$1,919,543.00) (June 2008 Dollars). The DEVELOPER shall complete construction of Pipeline Project No. 2 prior to the first to occur of the following: 1) prior to approval of the first record plat (or construction plan approval where platting is not required) for the 2,187th dwelling unit, 2) for any development in the Business Park, as depicted on Map H, construction of Pipeline Project No. 2 shall occur concurrently with site construction for nonresidential development; however no CO for any vertical nonresidential construction in the Business Park shall be issued until construction is complete, 3) prior to December 31, 2016. If signalization of this intersection is warranted prior to the deadlines set forth above, the DEVELOPER shall install the signalization within 360 days of written notification by the County.

(iii) State Road 54 and Starkey Boulevard (Pipeline Project No.

3): Pipeline Project No. 3 consists of the intersection improvements at S.R. 54 and Starkey Boulevard as depicted on Exhibit C. The estimated cost of Pipeline Project No. 3 is Six Hundred Twenty-Six Thousand Three Hundred Sixty-Seven and 00/100 Dollars (\$626,367.00) (June 2008 Dollars). The DEVELOPER shall complete construction of Pipeline Project No. 3 prior to the first to occur of the following: 1) prior to the first residential record plat (or residential construction plan where platting is not required) for the first dwelling unit 2) for any nonresidential development, construction of Pipeline Project No. 3 shall occur concurrently with site

construction for any nonresidential development; however no CO for any vertical nonresidential construction shall be issued until construction is complete..

(iv) Pipeline Project No. 4: The DEVELOPER shall construct improvements or contribute funds equivalent to Thirty-One Million Ninety-Four Thousand Eight Hundred Ninety-Three and 00/100 Dollars (\$31,094,893.00) (June 2008 dollars) less the amount of any TIF paid by the Project which have not been reimbursed to the DEVELOPER at the time of payment for Pipeline Project No. 4 and if applicable reduced by Six Million and 00/100 Dollars (\$6,000,000.00) (June 2008 Dollars) pursuant to the requirements set forth in Section 4.a(1). The contribution may be used toward the construction of the Other Improvements as determined by the COUNTY (Pipeline Project No. 4). Prior to December 31, 2014, the improvement(s) including the payment or construction of a pipeline project or combination thereof shall be identified through the filing of a DO amendment and/or Notice of Proposed Change to the Project if required and shall be adjusted by the most recent construction and right-of-way indices as adopted by the TIF Ordinance as amended and net of any TIF paid to date. The improvements shall be consistent with Section 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 pipeline contribution or construction, once performed, shall be eligible for credit against the proportionate-share amount identified in Section No. 4.a and shall be eligible for transportation impact fee credits as determined by the COUNTY Capital Improvements Plan (CIP) and if allowed in accordance with the TIF Ordinance and Section No. 8 of this DA. Within one (1) year of either Pipeline Project No. 4 improvement completion or payment, whichever occurs later, the COUNTY agrees to place Pipeline Project No. 4 in the CIP to the extent necessary to provide impact fee credits for the Project.

(2) Other Required Roadway Improvements. The DEVELOPER shall at its sole expense and regardless of cost, design, permit, construct and acquire or donate right-of-way (where necessary) for the improvements below including all Roadway Appurtenances, all as determined by the COUNTY, FDOT, and other permitting agencies as applicable, to be necessary during the design and permitting thereof (collectively referred to as the "Other Required Roadway Improvements). Construction of the Other Required Roadway Improvements shall be completed as needed to serve adjacent development or earlier if required pursuant to the MPUD Master Planned Unit Development, the Master Roadway Plan, and/or the Town Center Master Plan as applicable.

(a) Gunn Highway Extension. Gunn Highway Extension shall be designed, permitted and constructed from S.R. 54 extending north to the intersection of Tower Road Extension in accordance with the Master Roadway Plan. Due to the TND aspect of the Project, the actual design and



any alternative standards required from the County's standard roadway typical sections for collector and arterial roadways shall be addressed as part of the Master Roadway Plan.

(b) Tower Road Extension North. In accordance with the DRC guidance at the April 8, 2008 workshop, the DEVELOPER shall design, permit, and construct two (2) lanes expandable to four (4) lanes of Tower Road Extension North from the easternmost boundary of the Project to Starkey Boulevard. The actual design, cross sections and any additional alternative standards if required to comply with the TND Ordinance shall be addressed as part of the Master Roadway Plan.

(c) Tower Road Extension South. In accordance with the DRC guidance at the April 8, 2008 workshop, the DEVELOPER shall design, permit, and construct two (2) lanes from the Town Center to Starkey Boulevard. The actual design, cross sections, and any additional alternative standards if required to comply with the TND Ordinance shall be addressed as part of the Master Roadway Plan.

(d) Trinity Boulevard Extension. The DEVELOPER shall design and permit Trinity Boulevard Extension through the Business Park as a four (4) lane roadway and constructed by the DEVELOPER as a two (2) lane roadway. The actual design, cross sections, and any additional alternative standards if required to comply with the TND Ordinance shall be addressed as part of the Master Roadway Plan.

(3) Site-Access Improvements. The DEVELOPER shall at its sole expense and regardless of cost, design, permit, construct and acquire or donate right-of-way (where necessary) for the improvements in Exhibit C, and the Site-related S.R. 54 Improvements in Exhibit D (collectively referred to as the "Site-Access Improvements") including all Roadway Appurtenances as determined by the COUNTY, and permitting agencies as applicable to be necessary during the design and permitting of the Site-Access Improvements. The Developer understands and agrees that all Site-Access Improvements described herein are not eligible for or entitled to TIF credits pursuant to the terms of the TIF Ordinance as amended; therefore, all design, permitting, right-of-way donations/acquisitions, and construction expenses incurred by the Developer are not eligible for TIF credits, proportionate share credit, or County reimbursement. The DEVELOPER shall complete the construction of the Site-Access Improvements specific to the S.R. 54 Improvement Pipeline Projects prior to the applicable deadline for each improvement defined in Section 4.b(1) above. Those improvements set forth in Exhibit C shall be constructed as needed to serve adjacent development or earlier if required pursuant to the MPUD Master Planned Unit Development conditions of approval, the Town Center Master Plan, or the Master Roadway Plan, as applicable.

## 5. ROADWAY PROJECTS DESIGN, PERMITTING, AND RIGHT-OF-WAY ACQUISITION

a. Design, Permitting, and Right-of-Way Acquisition: The DEVELOPER shall design, permit, and provide right-of-way for the Required Roadway Improvements in accordance with the terms of this DA. The Required Roadway Improvements shall be designed consistent with the design criteria of the COUNTY and/or the FDOT as appropriate. The construction contractors used by the DEVELOPER to complete the S.R. 54 Improvement Pipeline Projects shall be satisfactory to the FDOT.

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

c. Roadway Drainage Facilities: Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the route of the Required Roadway Improvements shall be owned, operated, and maintained by the FDOT or COUNTY as applicable, subsequent to the expiration of the one (1) year Maintenance Guarantee period as set forth herein. The DEVELOPER may, however, request of the COUNTY that the DEVELOPER, Community Development District (CDD), or other legal entity as may be approved by the COUNTY, be allowed to maintain these facilities for the COUNTY roadways. If such request is granted, the DEVELOPER or CDD, as applicable, shall provide appropriate easements to the COUNTY so that the COUNTY has the ability to maintain the facilities in the event the DEVELOPER or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Required Roadway Improvements drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Required Roadway Improvements, all such drainage facilities shall remain owned by the underlying land owner, including the DEVELOPER where applicable, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner (CDD or other similar legal entity as may be approved by the COUNTY). The underlying landowner (CDD or other similar legal entity as may be approved by the COUNTY) shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to the FDOT or COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the Required Roadway Improvements, including those facilities that are commingled



or combined, so the FDOT or COUNTY has the ability to maintain the facilities associated with the Required Roadway Improvements in the event the DEVELOPER or other respective underlying land owners default on its (their) obligation to maintain the facilities. Commingling or combining of drainage facilities for the S.R. 54 Improvement Pipeline Projects shall not be allowed unless specifically approved in writing by the FDOT.

d. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Required Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the COUNTY or FDOT, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and floodplain mitigation areas related to the Required Roadway Improvements are commingled/combined with wetland and floodplain mitigation areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying land owner, including the DEVELOPER or CDD, where applicable. Appropriate easements shall be provided to the FDOT or COUNTY, as applicable, for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including those areas that are commingled or combined, so the COUNTY or FDOT, as applicable, has the ability to maintain the facilities in the event the DEVELOPER or other underlying land owner defaults on its (their) obligations to maintain the facilities. Commingling or combining of wetland and/or floodplain mitigation areas for the S.R. 54 Improvement Pipeline Projects shall not be allowed unless specifically approved in writing by the FDOT.

e. COUNTY/FDOT Review and Approval of Design: The DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans to the COUNTY or the FDOT, as appropriate, for review and approval unless the FDOT or COUNTY agrees in writing to or have adopted an alternative submittal schedule. The DEVELOPER shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from the COUNTY or the FDOT, as applicable, prior to commencement of any bidding of the Required Roadway Improvements. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within thirty (30) days of submission by the DEVELOPER of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify the DEVELOPER within five (5) business days of receipt of the submission by DEVELOPER if not complete and correct. The DEVELOPER shall provide at the time of 100 percent design and right-of-way plan submission for the S.R. 54 Improvement Pipeline Projects (or sooner if required by other sections of this

DA) an estimate of the cost of constructing the S.R. 54 Improvement Pipeline Projects, including inspection costs which shall be certified by an engineer duly registered in the State of Florida and approved by the COUNTY (hereinafter Cost Estimate). All plans, once accepted and approved for construction by the COUNTY or FDOT, as applicable, shall become the property of the COUNTY or FDOT.

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

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

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

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



j. Right-of-Way Acquisition:

(1) The DEVELOPER shall be responsible within the time frames set forth in this DA for right-of-way requirements as set forth above (except where the COUNTY has agreed to acquire the right-of-way or has already acquired the necessary right-of-way) necessary for the construction of the Required Roadway Improvements described above which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site stormwater drainage facilities, off-site stormwater drainage facilities, floodplain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and any other necessary appurtenances. The DEVELOPER shall be responsible for selecting and retaining all consultants for acquisition of right-of-way for the Required Roadway Improvements which may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title companies, appraisers, land planners, certified public accountants, business damages experts, contractors, horticulturists, and any other consultants considered necessary by the mutually agreeable attorney, discussed below.

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

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

6. PIPELINE PROJECTS CONSTRUCTION

The DEVELOPER shall commence construction of the pipeline projects in accordance with this DA unless extended as provided herein. The DEVELOPER shall proceed and complete the construction of the pipeline projects in accordance with the final alignment, design, specification, and construction plans as approved by the COUNTY, and other applicable Federal, State, and regional regulatory agencies. The DEVELOPER and COUNTY understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER'S ability, at its sole discretion, to accelerate the schedule for construction of any portion of the pipeline projects.

a. Competitive Selection of Contractors: Unless otherwise approved by the County Administrator with respect to the pipeline projects, the DEVELOPER shall competitively bid such projects following the "Guidelines for Developer Pipeline Projects in Pasco County," as amended.

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

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



approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER'S requirements herein.

d. Right-of-Way: Prior to the COUNTY'S or FDOT'S acceptance of the pipeline projects, as applicable, the DEVELOPER shall meet the applicable requirements of the COUNTY and/or FDOT and cause all rights-of-way under their ownership/control, including rights-of-way for drainage facilities and wetland and floodplain mitigation, as appropriate, to be conveyed to the COUNTY or FDOT in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes. Unless required elsewhere herein, all conveyances shall occur at record plat or construction plan approval where a record plat is not required or within ninety (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.

e. Construction Requirements: During the construction phases of the pipeline projects, the DEVELOPER and/or its construction contractor(s) shall:

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

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

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

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

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

(6) Provide a certification from a professional engineer registered in the State of Florida which shall certify that all designs, permits, and construction activities for the pipeline projects and other road improvements are in substantial conformance with the standards established by the FDOT pursuant

to Section 336.045, F.S., and by the COUNTY. The said certification shall conform to the standards in the industry and be in a form acceptable to the COUNTY and FDOT.

(7) Provide to the COUNTY and FDOT copies of all design drawings, as-built drawings, and permits received for the pipeline projects, as applicable, and such information shall become the property of the COUNTY and/or FDOT upon submission. All plans submitted to the COUNTY shall include reproducible Mylars™ and electronic files compatible with *AutoCADD*. All plans submitted to the FDOT shall include reproducible Mylars™ and electronic files compatible with *MicroStation* and *GeoPack*.

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

## 7. TRANSPORTATION IMPACT FEES AND CREDITS

a. Transportation Impact Fees: The DEVELOPER and Project shall be assessed TIF in accordance with the COUNTY'S adopted TIF Ordinance as amended and this DA. The COUNTY agrees to budget impact fees paid within the Project in an impact fee account attributable to the pipeline projects for reimbursement or TIF credit to the DEVELOPER or to another entity or entities; e.g., the CDD, to the extent that such entity finances or otherwise pays for or contributes to the pipeline project(s) as determined by the COUNTY (hereinafter referred to as the Credit Receiving Entity). Once the DEVELOPER has posted the performance guarantees and commenced construction for the pipeline projects referenced in this DA, the COUNTY agrees to reimburse or provide impact fee credits to the Credit Receiving Entity for those expenditures on the pipeline projects approved by the COUNTY to be impact fee creditable in accordance with this DA and the TIF Ordinance. The DEVELOPER and Credit Receiving Entity shall not be entitled to any interest on the account. TIFs paid for or by the Project shall be held for the pipeline projects beyond seven (7) years after payment and can thereafter be spent anywhere as desired by the COUNTY in accordance with the TIF Ordinance. In addition, the time limits on the encumbrance and expenditure of these funds, as provided in the TIF Ordinance, shall be waived by the DEVELOPER and by its successors and assigns. The DEVELOPER and Project shall pay TIFs in accordance with the TIF Ordinance whenever it does not have COUNTY-approved impact fee credits or offsets sufficient to cover impact fees that are due. The foregoing paragraph shall also apply to Pipeline Project No. 4 if Pipeline Project No. 4 when it is determined to be impact fee creditable pursuant to the TIF Ordinance.

### b. Transportation Impact Fee Credits:

(1) Impact Fee Credit - The Credit Receiving Entity shall be eligible for TIF credits for construction costs or payment in lieu of such costs for the State Road 54 Improvement Pipeline Projects and Pipeline Project No. 4, as detailed in this DA and the TIF Ordinance. Reasonable design,



engineering, inspection, permitting, right-of-way acquisition, and construction costs shall be determined by the County Administrator or his designee. In no event shall such TIF credit exceed the lesser of actual construction costs or the estimated construction costs assumed in Exhibit B of this DA (Exhibit G of the DO). The DEVELOPER and/or the Credit Receiving Entity shall, on or before June 1 of each year, provide to the County Administrator or his designee an updated schedule of production for the remainder of the Project. The production schedule must show the number of anticipated units for all residential uses, number of anticipated hotel rooms, number of anticipated ACLF beds, and the anticipated square footage for both commercial and office. In conjunction with the preparation of the COUNTY'S annual CIP budget, the County Administrator or his designee shall, on or before October 1, communicate to the DEVELOPER and/or the Credit Receiving Entity the anticipated number of units that have been included in the CIP budget for the next three (3) fiscal years. Once the DEVELOPER and/or the Credit Receiving Entity has received impact fee credits equal to the expenditures for the pipeline projects, the requirement of updating the production schedule shall be eliminated. In the event the DEVELOPER fails to provide an updated production schedule on or before June 1 of any year, the COUNTY shall not be obligated to communicate, on or before October 1, the results of the CIP budget to the DEVELOPER.

(2) To receive impact fee credit or reimbursement, all requests and invoices for the pipeline projects shall be submitted to the COUNTY within ninety (90) days of final acceptance by the FDOT for the S.R. 54 Improvement Pipeline Projects and the COUNTY or FDOT as applicable and if required for Pipeline Project No. 4, or for amounts under dispute, no later than ninety (90) days after the conclusion of the dispute. All requests and invoices for credits or reimbursements shall be submitted to the COUNTY at a frequency no greater than monthly. Impact fee credits or reimbursements shall be issued to the Credit Receiving Entity. Should there be any amounts denied for reimbursement or credit, the DEVELOPER may appeal such decision in a manner consistent with the TIF Ordinance.

(3) Notwithstanding the foregoing, the DEVELOPER and/or the Credit Receiving Entity shall not be eligible for impact fee credits or reimbursement for:

- (a) The Other Required Roadway Improvements
- (b) The Site-Access Improvements
- (c) Any internal roadway improvements or right-of-way dedications required by the DO, MPUD Conditions of Approval and/or the Land Development Code.
- (d) Construction Engineering and Inspection (CEI) expenses in excess of ten (10) percent of the total Pipeline Project cost.
- (e) Pipeline project costs not specifically set forth in this DA; e.g., financing, insurance, and bonding expenses.

In addition, the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee, Proportionate Share, or reimbursement for impact fees paid prior to the execution of this DA, and the DEVELOPER and Credit Receiving Entity shall not be eligible for impact fee credit for any costs for which the COUNTY has provided a reimbursement pursuant to this DA.

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

(5) Wetland and Floodplain Mitigation: If wetland and floodplain mitigation areas needed for the pipeline projects are commingled with off-site Project-related or other landowner-related wetland and floodplain mitigation areas, the portions of the right-of-way acquisition, design, permitting, and construction costs for Project-related or other landowner-related mitigation are not eligible for impact fee credits.

(6) Transfer of Credits: Impact fee credits pursuant to this DA may be transferred in accordance with the TIF Ordinance.

(7) Cash Payout Option: The COUNTY reserves the right to pay out annually, the cash value of any unused, accrued, impact fee credits to the DEVELOPER and such cash value shall be removed from any credit balance.

(8) This paragraph shall also apply to Pipeline Project No. 4 when it is determined to be impact fee creditable.

c. Other Impact Fees: Nothing contained in this DA shall excuse the payment of any other nontransportation impact fees required to be paid in accordance with the laws and ordinances of the COUNTY as may be amended.

## 8. PERFORMANCE GUARANTEES BY DEVELOPER

a. General: LOCs or other performance guarantees acceptable to and approved by the COUNTY (Performance Guarantee) to guarantee completion of the pipeline projects shall be posted in favor of, and provided to the COUNTY as set forth below. Failure to post, revise, update, and keep effective the required Performance Guarantees until the completion of the applicable pipeline project shall be considered a default of this DA and shall entitle the COUNTY to suspend any TIF credits or reimbursements due pursuant to Section 7 above and/or stop the issuance of Building Permits and other development approvals. All Performance Guarantees when posted and provided to the COUNTY shall be adjusted by the most recent construction and right-of-way indices as adopted by the TIF Ordinance as amended. The



DEVELOPER shall be allowed to subtract the cost of issuance of any Performance Guarantee required pursuant to this DA (not to exceed one [1] percent annually) from the time of initial posting of the applicable Performance Guarantee in accordance with this DA until the award of the construction contract for the applicable pipeline project or payment of Pipeline Project No. 4 if applicable.

(1) Performance Guarantee No. 1. A Performance Guarantee for Pipeline Project No. 1 (Performance Guarantee No. 1) shall be posted in favor of and provided to the COUNTY within one hundred and eighty (180) days of the BCC approval of this DA or prior to the first construction plan approval for any development, whichever occurs first. The DEVELOPER shall post Performance Guarantee No. 1 in the amount of One Million Seven Hundred Ninety Thousand Two Hundred Sixty-Three and 00/100 Dollars (\$1,790,263.00) (June 2008 dollars).

(2) Performance Guarantee No. 2. A Performance Guarantee for Pipeline Project No. 2 (Performance Guarantee No. 2) shall be posted in favor of and provided to the COUNTY prior to December 31, 2011. The DEVELOPER shall post Performance Guarantee No. 2 in the amount of Two Million Three Hundred Ninety-Nine Thousand Four Hundred Twenty-Nine and 00/100 Dollars (\$2,399,429.00) (June 2008 dollars).

(3) Performance Guarantee No. 3. A Performance Guarantee for Pipeline Project No. 3 (Performance Guarantee No. 3) shall be posted in favor of and provided to the within one hundred and eighty (180) days of the BCC approval of this DA. The DEVELOPER shall post Performance Guarantee No. 3 in the amount of Seven Hundred Eighty-Two Thousand Nine Hundred Fifty-Nine and 00/100 Dollars (\$782,959.00) (June 2008 dollars).

(4) Performance Guarantee No. 4. A Performance Guarantee for Pipeline Project No. 4 (Performance Guarantee No. 4) shall be posted in favor of and provided to the COUNTY prior to December 31, 2015. The DEVELOPER shall post Performance Guarantee No. 4 in the amount of Twenty-Five Million Ninety-Four Thousand, Eight Hundred Ninety-Three and 00/100 Dollars (\$25,094,893.00) (June 2008 dollars) less any TIFs paid to date at the time of payment.

b. Conditions for Performance Guarantees

(1) The Performance Guarantees required pursuant to this DA or the LDC for the Project must be issued by a bank, savings association, or other financial institution (the Performance Guarantee Issuer) acceptable to the COUNTY which is authorized to do business in the State of Florida.

(2) The Performance Guarantee issuer must have and maintain:

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

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

(c) Downgrade Provision: In the event the Performance Guarantee issuer does not maintain the average financial condition in Paragraph 8.b(2)(a) above or is downgraded below the minimum in Paragraph 8.b(2)(b) above, the Performance Guarantee Issuer must notify the COUNTY and the DEVELOPER within five (5) days, and the DEVELOPER must provide a substitute Performance Guarantee in substantially the same form and containing the same terms as the original Performance Guarantee from a bank or financial institution with the minimum ratings set forth above within fifteen (15) days of such downgrade event or the COUNTY will draw on the original Performance Guarantee.

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

c. Maintenance Guarantee: Upon completion of the Required Roadway Improvements and final acceptance by the COUNTY and/or FDOT in accordance with the County Engineering Inspections Division certification as required in this section, the DEVELOPER and its construction contractor shall be required to guarantee that the Required Roadway Improvements and all work performed is free from defects in workmanship or materials by completing an initial maintenance period and providing a Performance Guarantee valid for the entire initial maintenance period plus six (6) months. The monetary amount which shall be made available to the BCC under the terms of the Performance Guarantee shall equal to fifteen (15) percent of the cost of the project. The amount shall be based on the engineer's own estimate amounts or an estimate established by multiplying the actual unit quantity by the unit costs contained in Engineering Services Department: A Procedural Guide for the Preparation of Assurances of Completion and Maintenance (as may be subsequently amended). The initial maintenance period shall be three (3) years commencing on the date of acknowledgement of completion and acceptance of a Performance Guarantee in accordance with this section. The DEVELOPER shall be responsible for maintaining the project during the initial maintenance period and, if any part of the project should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY. In the event the DEVELOPER does not maintain the project during the initial maintenance period, the Administrator shall notify the DEVELOPER in writing via certified mail, return receipt requested, of the areas that require maintenance. The DEVELOPER shall have sixty (60) days from receipt of the notice to perform the required maintenance to the satisfaction of the Administrator or be in default of the Performance Guarantee, unless a longer time is agreed upon between the DEVELOPER and the Administrator. The DEVELOPER shall also be responsible for requesting, in writing, a final inspection from the Pasco County Engineering Inspections Division not before ninety (90) days prior to the termination of the initial maintenance period. Upon receipt of the request for final



inspection, the Engineering Inspections Division shall notify the DEVELOPER via certified mail, return receipt requested, postmarked within thirty (30) days of such request, providing a list of deficiencies of items to be remedied by the DEVELOPER before the expiration of the maintenance period. In the event the DEVELOPER does not remedy the deficiencies before the expiration of the maintenance period, the DEVELOPER shall be in default of the Performance Guarantee. This remedy for correction is a contractual obligation that is a cumulative and not exclusive remedy. Upon completion of construction of the improvements and final inspection by the COUNTY as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required three (3) year Maintenance Guarantee, the COUNTY shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined. Upon the remedy of any defects to the satisfaction of the County Administrator, but no sooner than the completion of the three (3) year maintenance period, the County Administrator may recommend to the COUNTY the release of the Maintenance Guarantee. In addition to the foregoing, the DEVELOPER shall comply with any maintenance guarantee requirements of FDOT, if required by FDOT, and if such requirements are more stringent than the COUNTY'S requirements.

9. INDEMNIFICATION AND INSURANCE

a. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEVELOPER shall indemnify, defend, and hold harmless the COUNTY and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the DEVELOPER resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the DEVELOPER during the performance of this DA, any work under this DA, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER'S negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this DA; or by any defect in the condition or construction of the Required Roadway Improvements, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of their agents or employees, unless such COUNTY negligence arises from the COUNTY review referenced in Paragraphs 5.e and 5.h of this DA. The DEVELOPER'S obligation to indemnify, defend, hold harmless as described hereinabove, shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Paragraph 9.g. The DEVELOPER'S obligation to defend and indemnify within seven (7) days of

receipt of such written notice shall not be excused because of the DEVELOPER'S inability to evaluate liability or because the DEVELOPER evaluates liability and determines the DEVELOPER is not liable or determines the COUNTY is solely negligent. Only a final, adjudicated judgment finding the COUNTY solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. The DEVELOPER shall also include for the Required Roadway Improvements this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

b. Insurance:

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

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

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

(c) All policies of insurance required by this DA shall require that the insurer deliver to the COUNTY and the DEVELOPER thirty (30) days' written notice prior to any cancellation,



intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY and the DEVELOPER, addressed to the parties as described in Paragraph 9.g below. In the event of any reduction in the aggregate limit of any policy, the DEVELOPER shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

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

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

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

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

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

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

contractors' activities and any subcontractor's activities for the improvements without regard for the location of such activity.

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

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

(i) Workers' Compensation: Florida statutory requirements.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

#### 10. GENERAL PROVISIONS

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

the Required Roadway Improvements, or for debts or claims accruing to such parties against the DEVELOPER. There is no contractual relationship expressed or implied between the COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the DEVELOPER as a result of the Required Roadway Improvements.

b. Default: If the DEVELOPER fails to meet any of the time frames set forth herein, unless extended pursuant to this DA, then it shall be considered a default of this DA entitling the COUNTY to make a claim and collect on the Performance Guarantees required by Section 8 (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the COUNTY'S rights to enforce the balance of the guarantees, if required). Upon the said default, the issuance of Building Permits, plats, and other development approvals shall cease until the default has been cured to the reasonable satisfaction of the COUNTY. The DEVELOPER agrees that it will acquire no vested rights in any development approval, plat, or permit issued while there exists an uncured event of default of this DA, and acknowledges and agrees that the COUNTY has the right to revoke any development approval, plat, or permit issued after an uncured event of default of this DA.

c. Time Extensions:

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

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

d. Termination: The COUNTY may terminate this DA upon the DEVELOPER'S failure to comply with the terms and conditions of this DA. The COUNTY shall provide the DEVELOPER with a written Notice of Termination, stating the COUNTY'S intent to terminate and describing those terms and conditions with which the DEVELOPER has failed to comply. If the DEVELOPER has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the COUNTY may terminate this DA immediately without further notice, and the DEVELOPER shall not thereafter be entitled to



any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to COUNTY under Florida law, but it is in addition thereto.

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

(1) The DEVELOPER shall cause all provisions of this DA in its entirety to be included and made a part of any contract for the Required Roadway Improvements.

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

f. Law Compliance: The DEVELOPER and the COUNTY will comply with all applicable Federal, State, and local laws, rules, regulations, and guidelines related to performance under this DA. In particular, the DEVELOPER verifies and affirms that it is in compliance with the 8 USC, Section 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The COUNTY will consider the employment of unauthorized aliens by the DEVELOPER or by any contractor or vendor of the DEVELOPER during the term of the DA a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this DA by the COUNTY.

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

h. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: Mr. Trey Starkey, Starkey Land Company, 12959 State Road 54, Odessa, FL 33556, with a copy to Mr. J. Ben Harrill, Figurski & Harrill, The Oaks at Perrine Ranch, 2550 Permit Place, New Port Richey, FL 34655, with a copy to Pasco County, c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, 7530 Little Road, Suite 320, New Port Richey, Florida 34654, with a copy to David A. Goldstein, Senior Assistant County Attorney, West Pasco Government

Center, 7530 Little Road, Suite 340, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

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

j. Modification and Amendment: Neither this DA, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought and then only to the extent set forth in such instrument. Changes to this DA which materially affect the requirements in Section 5.m of the DO or which remove any condition required by Rule 9J-2.045, FAC, shall require an amendment to the DO through the NOPC process pursuant to Chapter 380, F.S. All other amendments to this DA shall not require an NOPC or DO amendment.

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

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

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

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

o. Severability: Each provision of this DA is material to the Board of County Commissioners approval of this DA. Accordingly, the provisions are not severable. In the event any section, sentence, clause, or provision of this DA is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this DA shall be suspended until such time the Board of County Commissioners modifies the DA to address the illegal or invalid provision; provided however, such determination shall not affect the validity of DRI entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, Building Permit, CO approval, or any DRI mitigation committed to or performed as of the date the determination is made. DEVELOPER-requested amendments to this DA shall not be considered challenges to this DA and decisions by the Board of County Commissioners regarding any



DEVELOPER-requested amendments, or the like, shall not have the effect of suspending this DA under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of the DA and the challenged portion of the DA is subsequently declared illegal or invalid, this DA shall not be suspended, and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third party challenge, the DEVELOPER shall cooperate with the COUNTY to amend this DA to address the portion which has been declared invalid or illegal.

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

q. Cancellation: This DA may be canceled by mutual consent of the parties to the DA.

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

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

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

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

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

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

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

any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.

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



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

DA on the dates set forth below.



JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

TED SCHRADER, CHAIRMAN

APPROVED

Date:

SEP 23 2008

WITNESSES:

Starkey Ranch Investment Company, LLC

BY:

Jay B Starkey, III  
Print

Its

Manager  
Title

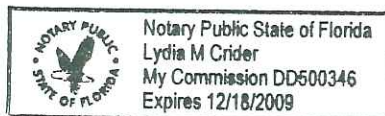
STATE OF FLORIDA  
COUNTY PASCO

The foregoing instrument was acknowledged before me this October 6, 2008  
(date), by Jay B. Starkey, III  
(name of person acknowledging), who is personally known to me or who has produced \_\_\_\_\_

(type of identification) as identification.

Seal:

NOTARY



EXHIBITS

- A. Legal Description
- B. Proportionate Share Table
- C. Site-Related Intersection Improvements
- D. State Road 54 Improvement Pipeline Projects



**EXHIBIT A**

**DRI NO. 264 - STARKEY RANCH  
PASCO COUNTY DEVELOPMENT AGREEMENT**

**LEGAL DESCRIPTION**

### Legal Description

#### Starkey Ranch DRI

PARCEL: A

A parcel of land being a portion of Sections 16, 17, 19, 20, 21, 22, 26, 27, 28, 29 and 30, Township 26 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of the Northwest 1/4 of Section 29, Township 26 South, Range 17 East, Pasco County, Florida; thence N89°06'24"W, along the North line of said Northwest 1/4 of Section 29 (being the basis of bearings for this legal description), same being the North line of WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3, as recorded in Plat Book 45, page 55 of the Public Records of Pasco County, Florida, for 2,225.41 feet to the Northwest corner of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3; thence leaving said North line of the Northwest 1/4 of Section 29, S00°13'42"W, along the West line of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3, for 1,322.62 feet to the point of intersection with the South line of the North 1/2 of said Northwest 1/4 of Section 29, same being the Southwest corner of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3; thence N89°08'10"W, along said South line of the North 1/2 of the Northwest 1/4 of Section 29, for 419.38 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 26 South, Range 17 East, Pasco County, Florida; thence N89°02'23"W, along the South line of said Northeast 1/4 of the Northeast 1/4 of Section 30 and the South line of the Northwest 1/4 of said Northeast 1/4 of Section 30, respectively, for 2,414.46 feet; thence leaving said South line of the Northwest 1/4 of the Northeast 1/4 of Section 30, S00°10'00"W, for 1,283.36 feet to the point of intersection with the Northerly Right-of-Way line of State Road 54, according to that certain State of Florida Department of Transportation Right of Way Map prepared by the Genesis Group, Inc., Work Program Item/Segment 256336 1, dated 4/15/99, same being the point of intersection with a non-tangent curve, concave Northeasterly; thence Northwesterly along said Northerly Right-of-Way line of State Road 54, along the arc of said curve, from a radial bearing of S26°57'20"W, having a radius of 1,785.19 feet, a central angle of 16°53'38", an arc length of 526.37 feet, and a chord bearing N54°35'51"W for 524.47 feet to the point of tangent; thence N44°29'27"W, continuing along said Northerly Right-of-Way line of State Road 54, for 279.74 feet; thence leaving said Northerly Right-of-Way line of State Road 54, N00°10'00"E, for 790.88 feet to the point of intersection with South line of the Northeast 1/4 of the Northwest 1/4 of said Section 30; thence N88°58'46"W, along said South line of the Northeast 1/4 of the Northwest 1/4 of Section 30, for 378.01 feet to the point of intersection with the East line of that certain property as described in Official Records Book 276, page 184 of the Public Records of Pasco County, Florida; thence leaving South line of the Northeast 1/4 of the Northwest 1/4 of Section 30, N34°09'19"E, along said East line of that certain property as described in Official Records Book 276, page 184, for 8,870.97 feet to a Southwest corner of that certain property as described in Official Records Book 1875, page 1260 of the Public Records of Pasco County, Florida; thence the following twelve (12) courses along the Southerly line of said certain property as described in Official Records Book 1875, page 1260; (1) thence leaving said East line of that certain property as described in Official Records Book 276, page 184, N75°59'50"E, for 2,448.98 feet; (2) thence S59°19'53"E, for 239.14 feet; (3) thence N62°03'50"E, for 1,600.92 feet; (4) thence N55°34'02"E, for 557.49 feet; (5) thence N84°39'20"E, for 431.84 feet; (6) thence S84°50'08"E, for 231.35 feet; (7) thence S54°39'17"E, for 172.88 feet; (8) thence S24°28'26"E, for 624.95 feet; (9) thence S63°37'08"E, for 831.78 feet; (10) thence S53°25'58"E, for 188.54 feet; (11) thence S53°26'01"E, for 440.44 feet; (12) thence S07°24'15"E, for 695.75 feet to the point of intersection with the Southwesterly line of that certain property as described in Official Records Book 4482, page 132 of the Public Records of Pasco County, Florida; thence the following fifty (50) courses along said Southwesterly line of that certain property as described in Official Records Book 4482, page 132; (1) thence leaving said Southerly line of that certain property as described in Official Records Book 1875, page 1260, S06°59'01"W, for 209.29 feet; (2) thence S28°20'36"E, for 264.22 feet; (3) thence S04°37'11"W, for 238.03 feet; (4) thence S29°32'23"E, for 247.23 feet; (5) thence S20°35'31"E, for 236.04 feet; (6) thence S00°37'54"E, for 241.30 feet; (7) thence S12°37'17"E, for 313.82 feet; (8) thence S74°42'22"E, for 225.78 feet; (9) thence S48°59'43"E, for 413.43 feet; (10) thence S00°46'38"E, for 257.63 feet; (11) thence S15°48'14"W, for 102.98 feet; (12) thence S04°22'37"E, for 85.66 feet; (13) thence S79°08'22"W, for 154.70 feet; (14) thence S29°18'45"W, for 186.27 feet; (15) thence S37°35'43"E, for 323.79 feet; (16) thence S84°56'00"E, for 470.07 feet; (17) thence S22°49'34"E, for 122.61 feet; (18) thence S18°48'45"E, for 175.50 feet; (19) thence S33°01'11"E, for 195.45 feet; (20) thence S49°36'20"E, for 184.25 feet; (21) thence S51°18'16"E, for 189.12 feet; (22) thence S36°14'58"E, for 128.82 feet; (23) thence S46°32'50"E, for 225.75 feet; (24) thence S30°02'50"E, for 172.23 feet; (25) thence S50°22'12"E, for 269.58 feet; (26) thence S40°57'35"E, for 289.55 feet; (27) thence S14°11'21"E, for 293.43 feet; (28) thence S47°17'03"E, for 480.59 feet; (29) thence S11°42'41"W, for 234.77 feet; (30) thence S51°16'19"E, for 229.87 feet; (31) thence S89°32'40"E, for 105.32 feet; (32) thence S47°49'38"E, for 228.93 feet; (33) thence



N88°03'44"E, for 411.66 feet; (34) thence N29°34'34"E, for 170.66 feet; (35) thence N42°45'33"W, for 274.86 feet; (36) thence N46°19'34"E, for 153.32 feet; (37) thence N72°28'22"E, for 145.41 feet; (38) thence S64°29'59"E, for 115.17 feet; (39) thence N83°05'47"E, for 99.98 feet; (40) thence S76°42'06"E, for 145.18 feet; (41) thence S59°16'21"E, for 467.14 feet; (42) thence S89°07'50"E, for 427.98 feet; (43) thence S74°57'39"E, for 115.82 feet; (44) thence S31°30'28"E, for 328.12 feet; (45) thence N75°02'55"E, for 295.38 feet; (46) thence S81°59'26"E, for 297.57 feet; (47) thence N75°18'45"E, for 206.75 feet; (48) thence N55°23'21"E, for 153.92 feet; (49) thence S67°19'10"E, for 273.38 feet; (50) thence S51°20'20"E, for 479.14 feet to the point of intersection with the Westerly line of that certain property as described in Official Records Book 2020, page 1848 of the Public Records of Pasco County, Florida; thence the following nine (9) courses along said Westerly line of that certain property as described in Official Records Book 2020, page 1848; (1) thence leaving said Southwesterly line of that certain property as described in Official Records Book 4482, page 132, S33°31'07"W, for 238.38 feet; (2) thence S40°39'19"W, for 180.75 feet; (3) thence S16°30'47"W, for 238.34 feet; (4) thence S44°27'49"E, for 316.70 feet; (5) thence S22°32'41"E, for 317.48 feet; (6) thence S02°48'40"E, for 579.93 feet; (7) thence S79°19'35"E, for 284.60 feet; (8) thence S83°17'38"E, for 302.69 feet; (9) thence S37°25'04"W, for 129.81 feet to the point of intersection with the East line of the Northeast 1/4 of Section 27, Township 26 South, Range 17 East, Pasco County, Florida; thence leaving said Westerly line of that certain property as described in Official Records Book 2020, page 1848, S00°42'31"W, along said East line of the Northeast 1/4 of Section 27, for 630.38 feet to the Southeast corner of said Northeast 1/4 of Section 27; thence N88°46'04"W, along the South line of said Northeast 1/4 of Section 27, for 459.45 feet; thence leaving said South line of the Northeast 1/4 of Section 27, N13°50'58"W, for 119.19 feet; thence N81°36'42"W, for 410.10 feet; thence S53°23'18"W, for 270.85 feet to the point of intersection with said South line of the Northeast 1/4 of Section 27; thence N88°46'04"W, along the South line of said Northeast 1/4 of Section 27, for 1,347.52 feet; thence leaving said South line of the Northwest 1/4 of Section 27, S77°41'06"W, for 215.48 feet to the point of intersection with the East line of Lot 1 Block S, according to THE LYON COMPANY'S SUBDIVISION, as recorded in Plat Book 2, page 39 of the Public Records of Pasco County, Florida; thence S00°18'33"W, along said East line Lot 1 Block S, for 78.97 feet to the point of intersection with said Northerly Right-of-Way line of State Road 54, same being the point of intersection with a non-tangent curve, concave southerly; thence westerly along said Northerly Right-of-Way line of State Road 54, along the arc of said curve, from a radial bearing of S00°09'38"W, having a radius of 5,374.00 feet, a central angle of 02°27'09", an arc length of 230.03 feet, and a chord bearing S88°56'04"W for 230.02 feet, to the point of tangent, same being the point of intersection with the West line of the East 270.00 feet of said Lot 1 Block S; thence leaving said Northerly Right-of-Way line of State Road 54, N00°18'33"E, along said West line of the East 270.00 feet of Lot 1 Block S, for 138.75 feet to the point of intersection with South line of the Northwest 1/4 of said Section 27; thence N88°45'08"W, along said South line of the Northwest 1/4 of Section 27, for 37.00 feet; thence leaving said South line of the Northwest 1/4 of Section 27, S00°18'33"W, for 141.16 feet to the point of intersection with said Northerly Right-of-Way line of State Road 54, same being the point of intersection with a non-tangent curve, concave southerly; thence westerly along said Northerly Right-of-Way line of State Road 54, along the arc of said curve, from a radial bearing of S02°55'54"E, having a radius of 9,040.79 feet, a central angle of 00°43'03", an arc length of 113.22 feet, and a chord bearing S86°42'34"W for 113.22 feet, to the point of tangent; thence leaving said Northerly Right-of-Way line of State Road 54, N00°18'33"E, for 150.12 feet to the point of intersection with South line of the Northwest 1/4 of said Section 27; thence N88°45'08"W, along said South line of the Northwest 1/4 of Section 27, for 137.02 feet to the point of intersection with the centerline of Orange Street, according to said THE LYON COMPANY'S SUBDIVISION; thence S00°18'33"W, along said centerline of Orange Street, for 169.60 feet to the point of intersection with a non-tangent curve, concave Southerly; thence Westerly along the arc of said curve, from a radial bearing of N04°56'53"W, having a radius of 5,854.58 feet, a central angle of 7°30'03", an arc length of 766.45 feet, and a chord bearing S81°18'06"W for 765.91 feet to the point of tangent; thence S77°28'46"W, for 10.37 feet; thence S77°28'45"W, along the Northerly line of that certain property as described in Official Records Book 3769, page 1223 of the Public Records of Pasco County, Florida, for 2,577.21 feet to the point of intersection with said Northerly Right-of-Way line of State Road 54; thence the following thirty three (33) courses along said Northerly Right-of-Way line of State Road 54; (1) thence leaving said Northerly line of that certain property as described in Official Records Book 3769, page 1223, N12°26'05"W, for 616.22 feet; (2) thence S77°58'26"W, for 133.33 feet; (3) thence S12°01'34"E, for 285.60 feet; (4) thence S15°24'09"W, for 13.78 feet; (5) thence S40°24'23"W, for 110.46 feet; (6) thence S54°35'40"W, for 203.05 feet; (7) thence N35°24'20"W, for 19.68 feet; (8) thence S54°35'40"W, for 22.97 feet; (9) thence S35°24'20"E, for 19.68 feet; (10) thence S54°35'40"W, for 139.49 feet; (11) thence S62°28'43"W, for 233.07 feet; (12) thence S12°26'01"E, for 15.82 feet; (13) thence S77°33'59"W, for 110.94 feet to a point of intersection with a curve, concave Northerly; (14) thence Westerly along the arc of said curve, having a radius of 11,301.68 feet, a central angle of 00°28'59", an arc length of 95.29 feet, and a chord bearing S77°48'28"W for 95.29 feet to the point of intersection with a non-tangent line; (15) thence N11°52'03"W, for 16.40 feet; (16) thence S78°07'57"W, for 32.81 feet; (17) thence S11°52'03"E, for 16.40 feet to a point of intersection with a non-tangent curve, concave Northerly; (18) thence Westerly along the arc of said curve, from a radial bearing of S11°47'04"E, having a radius of 11,301.68 feet, a central angle of 00°11'54", an arc length of 39.11 feet, and a chord bearing S78°18'53"W for 39.11 feet to the point of intersection with a non-tangent line; (19) thence N37°02'59"W, for 160.46 feet;



(20) thence N54°52'02"W, for 77.27 feet; (21) thence N68°48'38"W, for 124.21 feet; (22) thence N50°46'04"E, for 149.92 feet; (23) thence N85°05'06"E, for 423.60 feet; (24) thence N60°30'56"E, for 47.07 feet; (25) thence N07°13'53"W, for 59.16 feet; (26) thence N53°57'05"W, for 297.15 feet; (27) thence S65°51'27"W, for 159.21 feet; (28) thence N52°10'09"W, for 110.49 feet; (29) thence N03°46'38"E, for 50.75 feet; (30) thence N89°47'46"W, for 301.01 feet; (31) thence S06°35'00"E, for 476.85 feet; (32) thence S82°57'35"W, for 798.11 feet; (33) thence S06°35'00"E, for 300.00 feet to the point of intersection with said Northerly line of that certain property as described in Official Records Book 3769, page 1223; thence the following five (5) courses along said Northerly line of that certain property as described in Official Records Book 3769, page 1223; (1) thence leaving said Northerly Right-of-Way line of State Road 54, S83°25'00"W, for 895.58 feet; (2) thence N06°34'59"W, for 28.00 feet; (3) thence S83°25'01"W, for 88.51 feet; (4) thence S06°34'59"E, for 28.00 feet; (5) thence S83°25'00"W, for 513.35 feet to the point of intersection with a line 400.00 feet East of and parallel with the East line of the Southeast 1/4 of Section 29, Township 26 South, Range 17 East, Pasco County, Florida; thence N00°15'15"E, along said line 400.00 feet East of and parallel with the East line of the Southeast 1/4 of Section 29, for 890.35 feet; thence N89°44'45"W, for 400.00 feet to the point of intersection with said East line of the Southeast 1/4 of Section 29; thence N00°15'15"E, along said East line of the Southeast 1/4 of Section 29, for 581.36 feet to the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 29; thence N00°15'15"E, along the East line of said Southeast 1/4 of the Northeast 1/4 of Section 29, for 1,319.99 feet to the Northeast corner of said Southeast 1/4 of the Northeast 1/4 of Section 29; thence N89°08'25"W, along the North line of said Southeast 1/4 of the Northeast 1/4 of Section 29, for 1,322.24 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 29; thence continue N89°08'25"W, along the South line of said Northwest 1/4 of the Northeast 1/4 of Section 29, for 1,312.34 feet to the Southeast corner of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3; thence the following eight (8) courses along the East line of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3; (1) thence leaving said South line of the Northwest 1/4 of the Northeast 1/4 of Section 29, N25°35'20"E, for 274.29 feet; (2) thence N89°08'03"W, for 355.63 feet; (3) thence N16°19'38"E, for 354.07 feet; (4) thence N16°16'42"E, for 266.03 feet; (5) thence S85°26'26"E, for 69.96 feet; (6) thence N32°24'45"E, for 221.92 feet; (7) thence N02°15'35"W, for 247.33 feet; (8) thence N10°26'20"W, for 43.75 feet to the point of intersection with the North line of said Northwest 1/4 of the Northeast 1/4 of Section 29, same being the Northeast corner of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3; thence N89°06'29"W, along said North line of the Northwest 1/4 of the Northeast 1/4 of Section 29, same being the North line of said WEST PASCO INDUSTRIAL PARK PHASE II UNIT 3, for 112.68 feet to the POINT OF BEGINNING.

PARCEL B:

A parcel of land being a portion of the Northwest 1/4 of Section 30, Township 26 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of the Northwest 1/4 of Section 30, Township 26 South, Range 17 East, Pasco County, Florida; thence S88°59'46"E, along the North line of said Northwest 1/4 of Section 30 (being the basis of bearings for this legal description), for 69.63 feet to the point of intersection with the Northerly Right-of-Way line of State Road 54, according to that certain State of Florida Department of Transportation Right of Way Map prepared by the Genesis Group, Inc., Work Program Item/Segment 256336 1, dated 4/15/99, same being the POINT OF BEGINNING; thence leaving said Northerly Right-of-Way line of State Road 54, continue S88°59'46"E, along said North line of the Northwest 1/4 of Section 30, same being the South line of SIENNA WOODS, as recorded Plat Book 25, page 85 of the Public Records of Pasco County, Florida and the South line of LONGLEAF PHASE ONE, as recorded Plat Book 37, page 140 of the Public Records of Pasco County, Florida, respectively, for 1,720.23 feet; thence leaving said North line of the Northwest 1/4 of Section 30, S07°23'41"E, along said South line of LONGLEAF PHASE ONE, for 34.39 feet to the point of intersection with the Westerly Right-of-Way line of Starkey Boulevard, according to Official Records Book 5486, page 1757 of the Public Records of Pasco County, Florida, same being the point of intersection with a non-tangent curve, concave Northwesterly; thence leaving said South line of LONGLEAF PHASE ONE, Southwesterly along said Westerly Right-of-Way line of Starkey Boulevard, along the arc of said curve, from a radial bearing of S48°47'28"E, having a radius of 2,640.00 feet, a central angle of 9°11'49", an arc length of 423.76 feet, and a chord bearing S45°48'27"W for 423.31 feet to the point of tangent; thence S50°24'21"W, along said Westerly Right-of-Way line of Starkey Boulevard, for 764.58 feet to the point of intersection with said Northerly Right-of-Way line of State Road 54; thence N44°29'27"W, along said Northerly Right-of-Way line of State Road 54, for 1,186.80 feet to the POINT OF BEGINNING.

PARCEL C:

A parcel of land lying within the northwest 1/4 of Section 30, Township 26 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

Commence at the northwest corner of Section 30, Township 26 South, Range 17 East, Pasco County, Florida; thence along the North boundary of said northwest 1/4 of Section 30, South 88°59'58" East (being the basis of bearings for this legal description), for 69.63 feet to an intersection



with the northerly right-of-way of State Road number #54 (Gunn Highway), according to the Florida Department of Transportation right-of-way maps Segment 256336 1, dated 4-20-99; thence along said northerly right-of-way of State Road number #54, South 44°29'25" East, for 1,247.00 feet to the intersection with the centerline of Starkey Boulevard as shown on Pasco County right-of-way maps, work order number # C-4837.00, dated 1-09-01, revision 5; thence along said centerline of Starkey Boulevard, North 50°24'21" East, for 759.59 feet; thence leaving said centerline South 39°35'39" East, for 60.00 feet to the intersection with the East right-of-way of said Starkey Boulevard the same also being the POINT OF BEGINNING; said point also being the beginning of a curve to the left, of which the radius point lies North 39°35'39" West, a radial distance of 2,760.00 feet; thence along said East right-of-way of Starkey Boulevard the following seven (7) courses; (1) 296.51 feet northeasterly along the arc of said curve, with a radius of 2,760.00 feet, a central angle of 06°09'19", and a chord distance of bears North 42°46'58" East; (4) South 55°26'50" East, for 5.61 feet; (5) South 62°48'39" East, for 35.99 feet; (6) South 73°24'36" East, for 61.74 feet; (7) North 40°12'24" East, for 4.57 feet; thence leaving said East right-of-way of said Starkey Boulevard South 31°41'08" East, for 81.37 feet; thence South 09°06'45" East, for 64.67 feet; thence South 55°50'41" East, for 85.28 feet; to the intersection with the westerly boundary of the Florida Power Corporation Parcel as described in Official Records Book 276, pages 184 through 186 of the Public Records of Pasco County Florida; thence South 34°09'19" West along said westerly boundary of the Florida Power Corporation Parcel and the Easterly boundary of the Starkey Parcel recorded in Official Records Book 1592, Pages 1753 through 1758 of the Public Records of Pasco County, Florida, respectively, for 1222.11 feet to the intersection of said northerly right-of-way of State Road number #54; thence along said northerly right-of-way North 44°29'25" West, for 631.60 feet to said East right-of-way of Starkey Boulevard; thence along said East right-of-way of Starkey Boulevard the following nine (9) courses; (1) North 50°24'21" East, for 344.37 feet; (2) South 39°35'39" East, for 10.00 feet; (3) North 50°24'21" East, for 100.35 feet; (4) South 82°46'05" East, for 49.22 feet; (5) North 79°00'19" East, for 62.12 feet; (6) North 63°54'13" East, for 47.23 feet; (7) North 52°01'55" East, for 93.40 feet; (8) North 39°35'39" West, for 89.31 feet; (9) North 50°24'21" East, for 82.07 feet to the POINT OF BEGINNING.

Error of closure: 0.0211 feet (LCS) Error of closure: 0.0065 feet (LCS) Error of closure: 0.0051 feet (MDE)

PARCEL A containing 108,919,167 square feet or 2,500.44 acres, more or less. PARCEL B containing 747,925 square feet or 17.17 acres, more or less. PARCEL C containing 540,144 square feet or 12.40 acres, more or less. TOTAL AREA containing 110,207,236 square feet or 2,530.01 acres, more or less.

**EXHIBIT B**

**DRI NO. 264 - STARKEY RANCH  
PASCO COUNTY DEVELOPMENT AGREEMENT**

**PROPORTIONATE SHARE TABLE**



Exhibit SR2-21-50 (Revised) Phase 3 Proportionate Share Calculation for Links and Total (Includes Phases 1+ 2 + 3 Traffic)

Road	From	To	Improvement	Dir	Ref No <sup>1</sup>	Cost per mile <sup>1</sup>			Length (mi)	Project Cost			Capacity <sup>2</sup>			Project		Proportionate Share
						ROW	CST	Total		ROW	CST	Total	Exist	Impr	Inc	Traffic	%	
SR 54	West of SB Ramps	Suncoast Pkwy SB Ramps	Widen from 6 LD to 8 LD	EB	12	\$0	\$7,047,201	\$7,047,201	0.25	\$0	\$1,761,800	\$ 1,761,800	2,790	3,540	750	566	75%	\$ 1,329,572
SR 54	Suncoast Pkwy SB Ramps	Suncoast Pkwy NB Ramps	Widen from 6 LD to 8 LD	WB	12	\$0	\$7,047,201	\$7,047,201	0.50	\$0	\$3,523,600	\$ 3,523,600	2,290	2,900	610	576	94%	\$ 3,327,203
SR 54			Widen from 4 LD to 6 LD	EB	11	\$0	\$5,610,645	\$5,610,645	0.16	\$0	\$897,703	\$ 897,703	1,860	2,790	930	364	39%	\$ 351,359
SR 54			Widen from 4 LD to 8 LD	WB	13	\$0	\$7,515,153	\$7,515,153	0.16	\$0	\$1,202,424	\$ 1,202,424	1,530	2,900	1370	370	27%	\$ 324,742
SR 54	Suncoast Pkwy NB Ramps	East of NB Ramps	Widen from 4 LD to 6 LD	EB	20	\$4,914,110	\$6,654,525	\$11,568,635	0.50	\$2,457,055	\$3,327,262	\$ 5,784,317	1,530	2,290	760	263	35%	\$ 2,001,678
SR 54			Widen from 4 LD to 10 LD <sup>3</sup>	WB	19	\$0	\$21,017,878	\$21,017,878	0.25	\$0	\$5,254,470	\$ 5,254,470	1,860	4,325	2,465	267	11%	\$ 569,145
SR 54	West of Trinity Blvd	Trinity Blvd	Widen from 6 LD to 8 LD	EB	10	\$5,849,999	\$7,921,874	\$13,771,873	0.25	\$1,462,500	\$1,980,468	\$ 3,442,968	2,290	2,900	610	267	44%	\$ 1,507,004
SR 54				WB	10	\$5,849,999	\$7,921,874	\$13,771,873	0.50	\$2,925,000	\$3,960,937	\$ 6,885,937	2,790	3,540	750	263	35%	\$ 2,414,668
SR 54	Trinity Blvd	Gunn Hwy	Widen from 6 LD to 8 LD	EB <sup>4</sup>	17	\$1,125,000	\$7,921,874	\$9,046,874	1.39	\$1,563,750	\$11,011,404	\$ 12,575,154	2,290	3,540	610	453	74%	\$ 9,338,598
SR 54				WB <sup>4</sup>	17	\$1,125,000	\$7,921,874	\$9,046,874	1.39	\$1,563,750	\$11,011,404	\$ 12,575,154	2,790	3,540	750	445	59%	\$ 7,461,258
SR 54	Gunn Hwy	East of Gunn Hwy	Widen from 6 LD to 8 LD <sup>3</sup>	EB	18	\$0	\$16,814,303	\$16,814,303	0.50	\$0	\$8,407,151	\$ 8,407,151	2,290	2,900	610	627	100%	\$ 8,407,151
SR 54				WB	18	\$0	\$16,814,303	\$16,814,303	0.25	\$0	\$4,203,576	\$ 4,203,576	2,790	3,540	750	637	85%	\$ 3,570,237
Gunn Hwy	S Mobley Rd	Race Track Rd	Widen from 2 L to 4 LD	NB	11a	\$637,129	\$3,199,201	\$3,836,330	1.55	\$987,550	\$4,958,762	\$ 5,946,312	810	1,720	910	67	7%	\$ 437,800
Gunn Hwy				SB	11a	\$637,129	\$3,199,201	\$3,836,330	1.55	\$987,550	\$4,958,762	\$ 5,946,312	670	1,400	730	66	9%	\$ 537,600
Gunn Hwy	Race Track Rd	N Mobley Rd	Widen from 2 L to 4 LD	NB	11a	\$637,129	\$3,199,201	\$3,836,330	1.09	\$694,471	\$3,487,130	\$ 4,181,600	810	1,720	910	68	7%	\$ 312,500
Gunn Hwy				SB	11a	\$637,129	\$3,199,201	\$3,836,330	1.09	\$694,471	\$3,487,130	\$ 4,181,600	670	1,400	730	68	9%	\$ 389,500
SR 54	0.25 Mile East of Suncoast Pkwy	0.3 Mile W of US 41	Widen from 4 LD to 6 LD	EB <sup>4</sup>	11	\$0	\$ 1,800,000	\$1,800,000	4.38	\$0	\$7,884,000	\$ 7,884,000	1,530	2,290	760	131	17%	\$ 1,358,953
SR 54			Widen from 4 LD to 6 LD	WB <sup>5</sup>	11	\$0	\$ 1,800,000	\$1,800,000	4.38	\$0	\$7,884,000	\$ 7,884,000	1,860	2,790	930	134	14%	\$ 1,135,974
Total Phase 1+2+3 Proportionate Share																		\$ 58,828,435
Subtotal Links																		\$ 44,774,945
Subtotal Intersections																		\$ 14,053,490

<sup>1</sup> Please refer to costs worksheet for improvement reference number and per mile cost estimates  
<sup>2</sup> Capacity from FDOT Generalized Tables for peak and Off peak directions  
<sup>3</sup> Cost for 8 lane and 10 lane reconstruction based on Ashley Glen DRI, 10 lane capacity is 5/4 of 8 LD capacity  
<sup>4</sup> ROW is for pond only  
<sup>5</sup> Cost from recent price to widen SR 54 east of US 41 from 4 LD to 6 LD



Exhibit SR2-21-49 (Revised). Phase 3 Proportionate Share Calculation for Intersections (Includes Phases 1+2+3)

Road / Intersection	Improvement	Reference No. 1	Project Traffic 2	Existing	Capacity Improved	Increase	Project Cost			Percent Contribution	Prop Share
							ROW	CST	Total		
SR 54 at Seven Springs Blvd	NB through lane for 0.5 mi long (3)	20					\$2,457,055	\$3,127,262	\$5,784,317		1,952,551
	SB through lane for 0.5 mi long (3)	20	213	8819	9230	631	\$2,457,055	\$3,327,262	\$5,784,317	33.8%	1,952,551
	WB left turn lane (3)	6					\$118,099	\$159,926	\$278,025		93,850
SR 54 at Old CR 54	EB left turn lane with receiving lane (2)	8	326	6485	7605	1120	\$637,736	\$863,600	\$1,501,336	29.1%	436,696
	WB right turn lane (2)	1					\$266,136	\$360,393	\$626,529		126,518
	WB left turn lane (3)	6					\$118,099	\$159,926	\$278,025		56,143
SR 54 at Little Rd	SB left turn lane (3)	6	522	9767	12352	2585	\$118,099	\$159,926	\$278,025	20.2%	56,143
	NB left turn lane (3)	6					\$118,099	\$159,926	\$278,025		56,143
	EB through lane 0.5 mi long (4)	10					\$2,925,000	\$3,960,937	\$6,885,937		1,390,506
SR 54 at Stakey Blvd	WB through lane 0.5 mi long (4)	10					\$2,925,000	\$3,960,937	\$6,885,937		1,390,506
	Traffic Signal	16					\$0	\$327,656	\$327,656		208,387
	SB left turn lane (2)	5a	919	6392	8719	2327	\$0	\$98,711	\$98,711	19.5%	38,984
SR 54 at Suncoast Pkwy SB Ramp	SB left turn lane (3)	5a					\$0	\$98,711	\$98,711		38,984
	EB right turn lane (1)	2					\$0	\$292,375	\$292,375		97,744
	EB right turn lane (2)	2					\$0	\$292,375	\$292,375		97,744
SR 54 at Suncoast Pkwy NB Ramp	EB through lane 0.25 mi long (4)		799	7977	10367	2390				33.4%	-
	WB through lane (3)						\$0	\$292,375	\$292,375		-
	WB left turn lane (2)	7					\$0	\$128,213	\$128,213		42,863
SR 54 at Suncoast Pkwy NB Ramp	NB left turn lane (3)	7					\$0	\$128,213	\$128,213		42,863
	EB left turn lane with receiving lane (2)	8					\$0	\$128,213	\$128,213		31,296
	EB through lane 0.25 mi long (3)		734	6738	9745	3007	\$637,736	\$863,600	\$1,501,336	24.4%	366,472
SR 54 at Suncoast Pkwy NB Ramp	WB through lane 0.25 mi long (3)										-
	WB through lane 0.25 mi long (4)										-
	WB through lane 0.5 mi long (5)										-
Trinity at Little Rd	WB right turn lane (1)	2a	367	6312	7170	858	\$33,940	\$180,463	\$216,402	42.8%	92,564
	NB left turn lane (1)	7a	408	5802	6490	688	\$15,160	\$79,137	\$94,897	59.3%	56,276
	Traffic Signal	16					\$0	\$527,656	\$527,656		150,950
Trinity at SR 54	EB through (4)										-
	WB left turn lane with receiving lane (2)	6					\$118,099	\$159,926	\$278,025		79,536
	WB left turn lane with receiving lane (3)	8	1580	5612	11135	5523	\$637,736	\$863,600	\$1,501,336	28.6%	429,497
Trinity at SR 54	NB through lane 0.25 mi long (2)	11a					\$159,282	\$799,800	\$959,083		959,083
	NB right turn lane (1)	2a					\$33,940	\$180,463	\$216,402		61,908
	NB right turn lane (2)	2a					\$33,940	\$180,463	\$216,402		61,908
Gunn Hwy at S Mobley Rd	SB through lane (2)										-
	Convert EB right turn lane to shared left & right turn lane (2)	14a					\$0	\$20,000	\$20,000	55.9%	11,182
	NB through lane (2)		123	4762	4982	220					-
Gunn Hwy at N Mobley Rd	NB through lane (2)										-
	SB through lane (2)										-
	SB left turn lane with receiving lane (2)	9a					\$85,105	\$427,338	\$512,444		85,061
Gunn Hwy at Van Dyke Rd	WB right turn lane with receiving lane (2)	3a	164	4873	5861	988	\$194,074	\$974,499	\$1,168,573	16.6%	193,974
	SB right turn lane (1)	2a					\$33,940	\$180,463	\$216,402		52,680
	NB left turn lane with receiving lane (2)	9a	204	3471	4309	838	\$85,105	\$427,338	\$512,444	24.3%	124,748
Gunn Hwy at Tarpon Springs Rd	Traffic Signal	16					\$0	\$527,656	\$527,656		205,816
	EB through lane (4)						\$637,736	\$863,600	\$1,501,336		585,608
	WB left turn lane with receiving lane (2)	8									-
Gunn Hwy at SR 54	WB through lane 0.5 mi long (4)	11a	1742	6095	10561	4466	\$159,282	\$799,800	\$959,083	39.0%	959,083
	NB right turn lane (1)	1					\$266,136	\$360,393	\$626,529		244,383
	NB left turn lane (2)	1					\$118,099	\$159,926	\$278,025		108,446
East Lake Rd at Keystone Rd	2 NB through lane 0.5 mi long (3 & 4)	13a					\$461,893	\$2,319,292	\$2,781,185		429,724
	EB left turn lane (2)	12a	286	8349	10400	1851	\$15,260	\$79,137	\$94,897	15.5%	14,663
	WB right turn lane (2)	2a					\$33,940	\$180,463	\$216,402		33,437
East Lake Rd at Trinity Rd	WB right turn lane (1)	2a	286	7146	8102	956	\$33,940	\$180,463	\$216,402	29.9%	64,740
	WB left turn lane with receiving lane (3)	9a					\$85,105	\$427,338	\$512,444		153,304
	SB right turn lane (1)	2a	163	2683	3850	1167	\$33,940	\$180,463	\$216,402	14.0%	30,226
Starkey Blvd at River Crossing	SB right turn lane (1)	2a	81	4575	5819	1244	\$33,940	\$180,463	\$216,402	6.5%	14,091
	SB right turn lane (1)	2a	164	3691	4063	372	\$33,940	\$180,463	\$216,402	44.1%	95,403
	Subtotal Intersections										14,053,490

Note: Parenthsis following improvement = number of lanes after improvement

1. Please refer to costs worksheet for improvement reference number and per mile cost estimates

2. Project traffic has been revised to actual values at intersections (from Total Traffic Determination Sheets for Phase 3)

Sources: FDOT District 7 June 2008 Transportation Costs, Guidelines and Review Fees for Traffic Impact Studies (TIS) and Substandard Road Review, Pasco County, Florida, URS, and FDC  
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Exhibit SR2-21-51(Revised). Phase 3 Project Impact Percent (Includes Phases 1+2+3 Traffic)

Road / Intersection	Time Period	Int Capacity		Cap Inc	Tot Proj Traffic	Percent Increase	Notes
		Before	After				
SR 54 at Seven Springs Blvd	PM	8941	9813	872	286	32.8%	
	AM	8619	9250	631	213	33.8%	
SR 54 at Old CR 54	PM	6485	7605	1120	393	35.1%	Only PM peak hour analyzed
SR 54 at Little Rd	PM	8638	11009	2371	653	27.5%	
	AM	9767	11488	1721	522	30.3%	
SR 54 at Starkey	PM	6392	8719	2327	919	39.5%	
	AM	6380	8788	2408	858	35.6%	
SR 54 at Suncoast Pkwy SB Ramp	PM	7334	10180	2846	979	34.4%	
	AM	7977	10367	2390	799	33.4%	
SR 54 at Suncoast Pkwy NB Ramp	PM	6738	9745	3007	734	24.4%	
	AM	7043	9635	2592	589	22.7%	
Trinity at Little Rd	PM	6312	7170	858	367	42.8%	Only PM peak hour analyzed
Trinity at Tamarind	PM	5802	6490	688	408	59.3%	Only PM peak hour analyzed
Trinity at SR 54	PM	5612	11135	5523	2039	36.9%	
	AM	6174	12183	6009	1511	25.1%	
Gunn Hwy at S Mobley Rd	PM	3915	5329	1414	81	5.7%	Only PM peak hour analyzed
Gunn Hwy at Race Track Rd	PM	4762	4982	220	123	55.9%	Only PM peak hour analyzed
Gunn Hwy at N Mobley Rd	PM	4384	4890	506	123	24.3%	Only PM peak hour analyzed
Gunn Hwy at Van Dyke Rd	PM	4873	5861	988	164	16.6%	Only PM peak hour analyzed
Gunn Hwy at Tarpon Springs Rd	PM	3471	4309	838	204	24.3%	Only PM peak hour analyzed
Gunn Hwy at SR 54	PM	6095	10561	4466	1742	39.0%	
	AM	6148	10976	4828	1626	33.7%	
East Lake Rd at Keystone Rd	PM	8549	10400	1851	286	15.5%	Only PM peak hour analyzed
East Lake Rd at Trinity Blvd	PM	7146	8102	956	286	29.9%	Only PM peak hour analyzed
Starkey at River Crossing	PM	2683	3850	1167	163	14.0%	Only PM peak hour analyzed
De Cubellis at River Ridge	PM	4575	5819	1244	81	6.5%	Only PM peak hour analyzed
Starkey at De Cubellis	PM	3691	4063	372	204	54.8%	Only PM peak hour analyzed

Exhibit SR2-21-52 (Revised). Construction Costs (per mile)

Improvements to FDOT Roads

Item	Reference No	Construction Less Scope Contingency	Construction	Design & CEI <sup>2</sup>	Subtotal	R/W <sup>1</sup>	Total (FDOT Roads)	Cost per Direction
Right Turn Lane (Urban - with RW)	1	\$ 221,780	\$ 277,225	\$ 83,168	\$ 360,393	\$ 266,136	\$ 626,529	
Right Turn Lane (Rural - no RW)	2		\$ 224,904	\$ 67,471	\$ 292,375		\$ 292,375	
Left Turn Lane (Urban - no R/W)	5		\$ 123,020	\$ 36,906	\$ 159,926		\$ 159,926	
Left Turn Lane (Urban - with R/W)	6	\$ 98,416	\$ 123,020	\$ 36,906	\$ 159,926	\$ 118,099	\$ 278,025	
Left Turn Lane (Rural - no R/W)	7		\$ 98,625	\$ 29,588	\$ 128,213		\$ 128,213	
Left Turn Lane with 0.25 mi Receiving Lane (Urban - with R/W)	8	\$ 531,446	\$ 664,308	\$ 199,292	\$ 863,600	\$ 637,736	\$ 1,501,336	
Left Turn Lane with 0.25 mi Receiving Lane (Rural - no R/W)	9		\$ 532,575	\$ 159,773	\$ 692,348		\$ 692,348	
Add Lanes (6 to 8) (Urban Condition-w/RW)	10	\$ 9,749,999	\$ 12,187,498	\$ 3,656,249	\$ 15,843,747	\$ 11,699,999	\$ 27,543,746	\$ 13,771,873
Add Lanes (4 to 6) (Rural Condition-No RW)	11		\$ 8,631,762	\$ 2,589,529	\$ 11,221,291		\$ 11,221,291	\$ 5,610,645
Add Lanes (6 to 8) (Rural Condition-No RW)	12		\$ 10,841,847	\$ 3,252,554	\$ 14,094,401		\$ 14,094,401	\$ 7,047,201
Add Lanes (4 to 8) (Rural Condition-No RW)	13		\$ 11,561,774	\$ 3,468,532	\$ 15,030,306		\$ 15,030,306	\$ 7,515,153
Add Lanes (4 to 10) (Rural Condition-No RW) <sup>4</sup>	14		\$ 14,452,218	\$ 4,335,665	\$ 18,787,883		\$ 18,787,883	\$ 9,393,941
Add Lanes (6 to 8) (Urban Condition-No RW)	15		\$ 12,187,498	\$ 3,656,249	\$ 15,843,747		\$ 15,843,747	\$ 7,921,874
Traffic Signal 6-Lane Mast Arm (no R/W)	16		\$ 405,889	\$ 121,767	\$ 527,656		\$ 527,656	
Add Lanes (6 to 8) (Urban Condition-No RW)	17		\$ 12,187,498	\$ 3,656,249	\$ 15,843,747		\$ 15,843,747	\$ 7,921,874
Pond (2 acre)	17						\$ 2,250,000	\$ 1,125,000
Total	17							\$ 9,046,874
Reconstruct 8 lanes <sup>3</sup>	18		\$ 25,868,158	\$ 7,760,447	\$ 33,628,605		\$ 33,628,605	\$ 16,814,303
Reconstruct 10 lanes <sup>3,4</sup>	19						\$ 42,035,756	\$ 21,017,878
Add Lanes (4 to 6) (Urban Condition-w/RW)	20	\$ 8,190,184	\$ 10,237,730	\$ 3,071,319	\$ 13,309,049	\$ 9,828,221	\$ 23,137,270	\$ 11,568,635

Source: FDOT District 7 Costs, June 2008

<sup>1</sup> ROW Cost=(Total construction cost - scope contingency) x 120%

<sup>2</sup> CEI=15% of Construction, Design=15% of Construction

<sup>3</sup> Based on Ashley Glen cost estimates

<sup>4</sup> 10 lane cost based on 5/4 of 8 lane cost)

Improvements to County Roads

Item	Reference No	FDOT Subtotal <sup>1</sup>	Construction <sup>2</sup>	Design & CEI <sup>3</sup>	Contingency <sup>4</sup>	Subtotal	R/W <sup>5</sup>	Total	Cost per Direction
Right Turn Lane (Urban - with RW)	1a	\$ 221,780	\$ 188,513	\$ 15,081	\$ 18,851	\$ 222,445	\$ 44,301	\$ 266,746	
Right Turn Lane (Rural - with RW)	2a	\$ 179,923	\$ 152,935	\$ 12,235	\$ 15,293	\$ 180,463	\$ 35,940	\$ 216,402	
Right Turn with 0.25 mi Receiving Lane (Rural - with R/W)	3a	\$ 971,584	\$ 825,847	\$ 66,068	\$ 82,585	\$ 974,499	\$ 194,074	\$ 1,168,573	
Right Turn with 0.25 Receiving Lane (Rural - no R/W)	4a	\$ 971,584	\$ 825,847	\$ 66,068	\$ 82,585	\$ 974,499		\$ 974,499	
Left Turn Lane (Urban - no R/W)	5a	\$ 98,416	\$ 83,654	\$ 6,692	\$ 8,365	\$ 98,711		\$ 98,711	
Left Turn Lane (Urban - with R/W)	6a	\$ 98,416	\$ 83,654	\$ 6,692	\$ 8,365	\$ 98,711	\$ 19,659	\$ 118,370	
Left Turn Lane (Rural - with R/W)	7a	\$ 78,900	\$ 67,065	\$ 5,365	\$ 6,707	\$ 79,137	\$ 15,760	\$ 94,897	
Left Turn Lane with 0.25 mi Receiving Lane (Urban - with R/W)	8a	\$ 531,446	\$ 451,729	\$ 36,138	\$ 45,173	\$ 533,041	\$ 106,156	\$ 639,197	
Left Turn Lane with 0.25 mi Receiving Lane (Rural - with R/W)	9a	\$ 426,050	\$ 362,151	\$ 28,972	\$ 36,215	\$ 427,338	\$ 85,105	\$ 512,444	
Add Lanes (4 to 6) (Urban Condition-w/RW)	10a	\$ 8,190,184	\$ 6,961,656	\$ 556,933	\$ 696,166	\$ 8,214,755	\$ 1,635,989	\$ 9,850,744	\$ 4,925,372
Add Lanes (2 to 4) (Rural Condition-with RW)	11a	\$ 6,379,255	\$ 5,422,375	\$ 433,790	\$ 542,238	\$ 6,398,403	\$ 1,274,258	\$ 7,672,661	\$ 3,836,330
Add Lanes (4 to 6) (Rural Condition-with RW)	12a	\$ 6,905,410	\$ 5,869,599	\$ 469,568	\$ 586,960	\$ 6,926,126	\$ 1,379,356	\$ 8,305,482	\$ 4,152,741
Add Lanes (4 to 8) (Rural Condition-with RW)	13a	\$ 9,249,419	\$ 7,862,006	\$ 628,960	\$ 786,201	\$ 9,277,167	\$ 1,847,571	\$ 11,124,739	\$ 5,562,369
Pavement Marking Changes	14a			\$ 20,000				\$ 20,000	

Source:Guidelines and Review Fees for Traffic Impact Studies (TIS) and Substandard Road Review, Pasco County, Florida, December, 2006

<sup>1</sup> FDOT District 7 Costs, June 2008

<sup>2</sup> Construction Cost = 85% x 'Subtotal Construction from FDOT Tables'

<sup>3</sup> Design = 5% of construction cost; CEI = 3% of construction cost

<sup>4</sup> Contingency = 10% of construction cost

<sup>5</sup> ROW = 23.5% of construction cost

Date: July 18, 2008

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Revise Proportionate Share for County Identified Improvement Costs

Road	From	To	Improvement	Dir	Ref No <sup>1</sup>	Cost per mile <sup>1</sup>		Length (mi)	Project Cost		Capacity <sup>2</sup>			Project %	Proportionate Share
						ROW	CST		Total	Exist	Impr	Inc	Traff		
SR 54	Gunn Hwy	East of Gunn Hwy	Widen from 6 LD to 8 LD <sup>3</sup>	EB	18	\$0	\$12,819,299	0.50	\$0	2,290	2,900	610	627	100%	\$ 6,409,649
				WB	18	\$0	\$12,819,299	0.25	\$0	2,790	3,540	750	637	85%	\$ 2,721,964
SR 54	0.25 Mile East of Suncoast	0.3 Mile W of US 41	Widen from 4 LD to 6 LD	EB <sup>5</sup>	11	\$0	\$ 1,576,895	4.38	\$0	1,530	2,290	760	131	17%	\$ 1,190,514
			Widen from 4 LD to 6 LD	WB <sup>5</sup>	11	\$0	\$ 1,576,895	4.38	\$0	1,860	2,790	930	134	14%	\$ 995,173

Total	\$	11,317,301
Previous Amount for these links	\$	14,472,315
Reduction	\$	3,155,014
Link Total	\$	44,774,945
Reduction	\$	3,155,014
Revised Link Total	\$	41,619,932
Subtotal Intersections	\$	14,053,490
Revised Proportionate Share	\$	55,673,422

Note: Per Mile Cost Adjustments (June 2008 Costs / August 2007 Costs)

Widen from 6 LD To 8 LD (Uses Costs to construct 6 lane Urban for comparison.) =

\$23,557,197/\$30,898,558 =

0.7624 x\$16,814,303 =

\$ 12,819,299

Widen from 4 LD To 6 LD (Uses Costs to widen 1 through lane on outside, rural) =

\$3,605,279/\$4,115,367 =

0.8761 x\$1,800,000 =

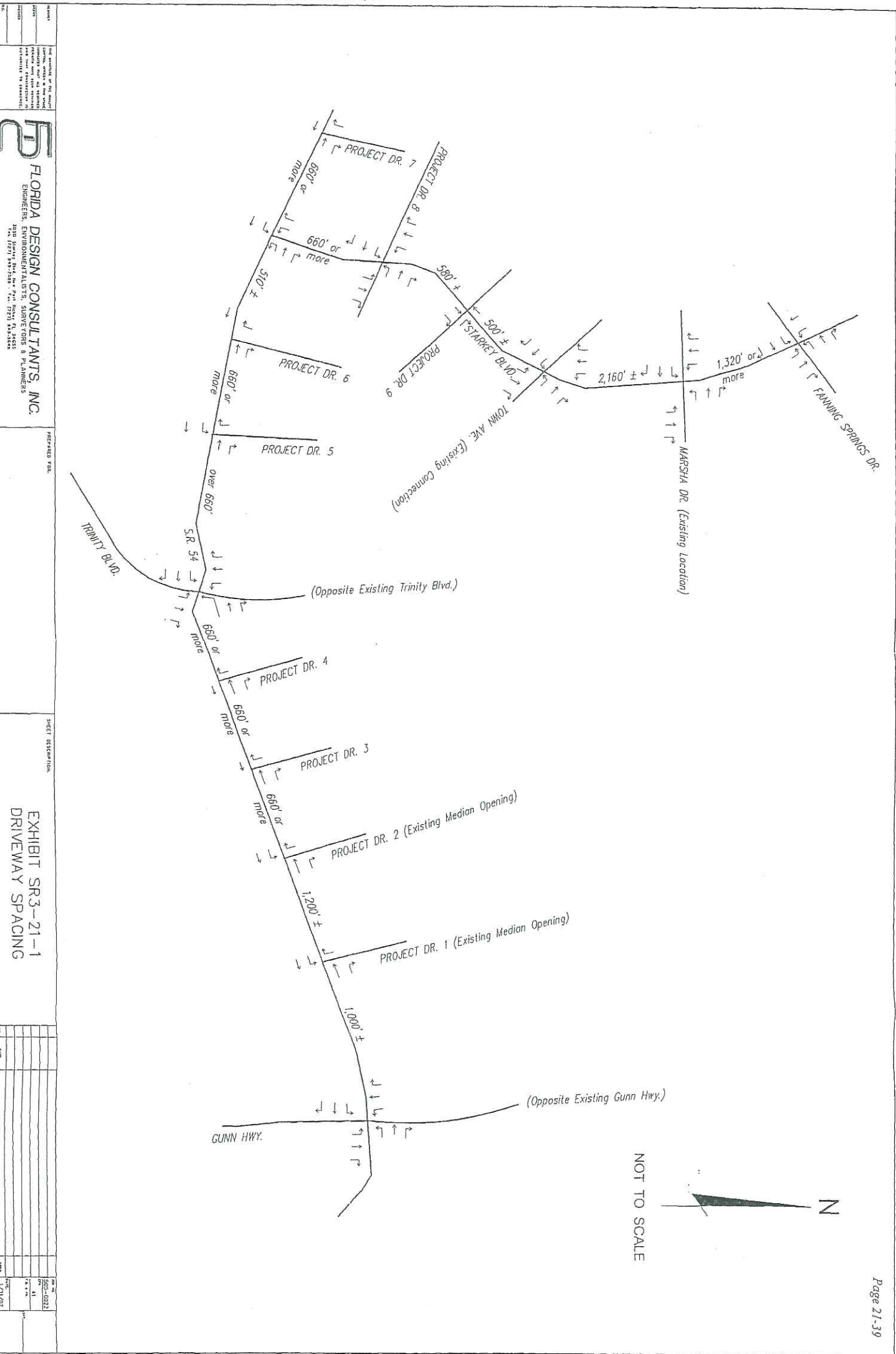
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**EXHIBIT C**

**DRI NO. 264 - STARKEY RANCH  
PASCO COUNTY DEVELOPMENT AGREEMENT  
SITE-RELATED INTERSECTION IMPROVEMENTS**



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E.B. No. 7423

PREPARED FOR:

SHEET DESCRIPTION:



EXHIBIT SR3-21-1

DRIVEWAY SPACING

NO.	DATE	REVISION
1	1/21/07	

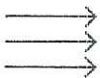
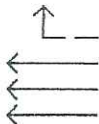
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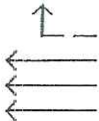
 = EXISTING LANE  
 = PROPOSED LANE

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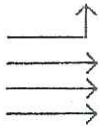
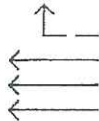




S.R. 54 at DRIVEWAY 4



S.R. 54 at DRIVEWAY 6



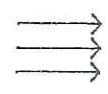
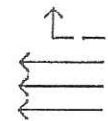
S.R. 54 at DRIVEWAY 5

————> = EXISTING LANE  
- - -> = PROPOSED LANE

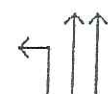
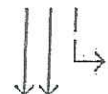
DESCRIPTION:  <b>FLORIDA DESIGN CONSULTANTS, INC.</b> ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel: (727) 849-7586 - Fax: (727) 848-3648	STARKEY RANCH DRI	PROJECT No. 505-22	EPN, 41
		DATE, 7-7-2008	FIGURE, 2
		DRAWN BY, JEB	

T:\41\Exhibits\41\_TrafficStudy.dwg - Jul 31, 2008 @ 1:34pm - rhol

T:\41\Exhibits\41\_TrafficStudy.dwg - Jul 07, 2008 @ 3:55pm - jbeckman



S.R. 54 at DRIVEWAY 7



STARKEY BLVD at DRIVEWAY 8

==> = EXISTING LANE  
--> = PROPOSED LANE

DESCRIPTION:

STARKEY RANCH DRI

PROJECT No.  
505-22

EPN: 41



FLORIDA DESIGN CONSULTANTS, INC.

ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS

3030 Starkey Blvd, New Port Richey FL 34655  
Tel: (727) 849-7588 - Fax: (727) 848-3648

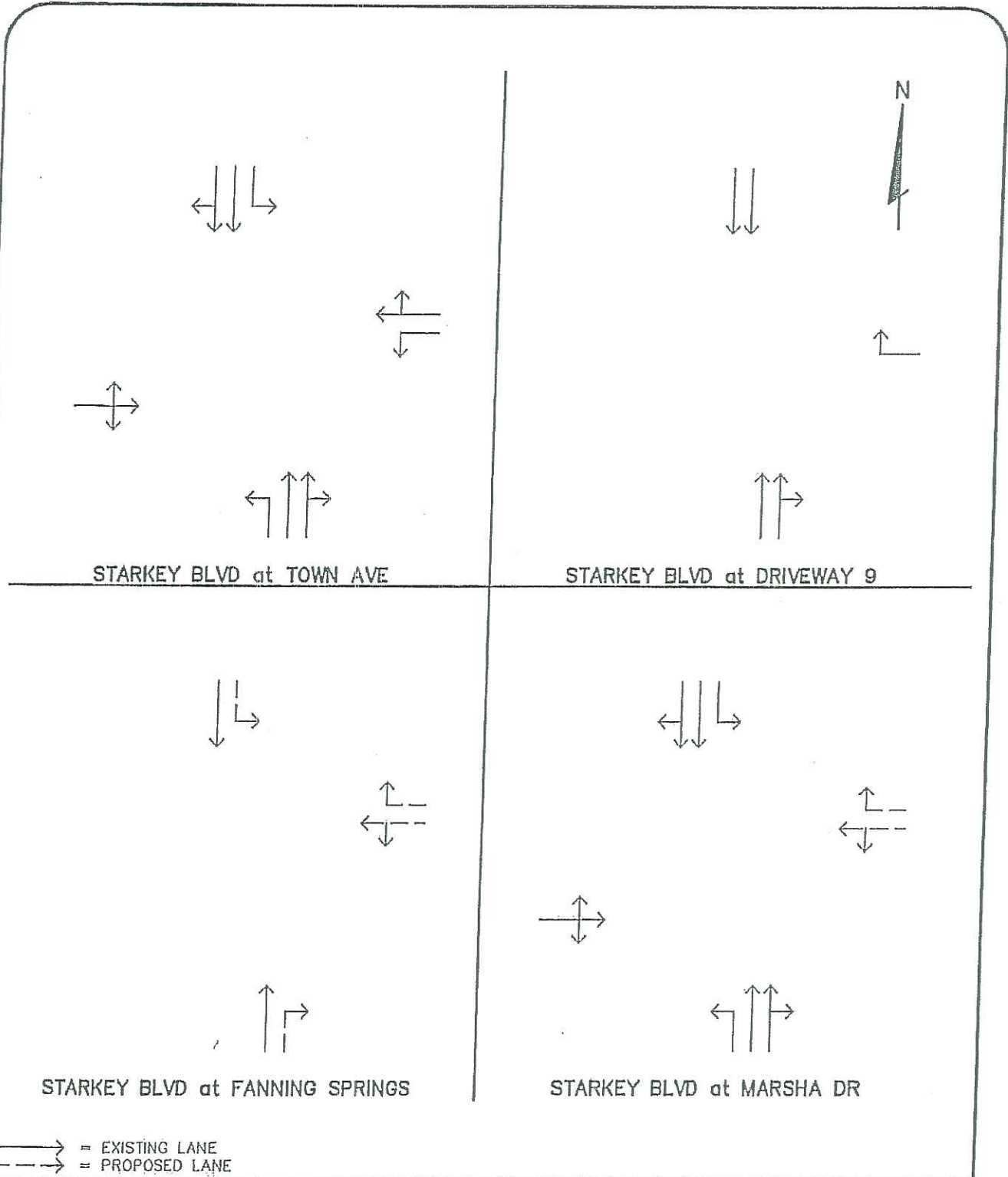
DATE:  
7-7-2008

FIGURE:

3

DRAWN BY:  
JEB





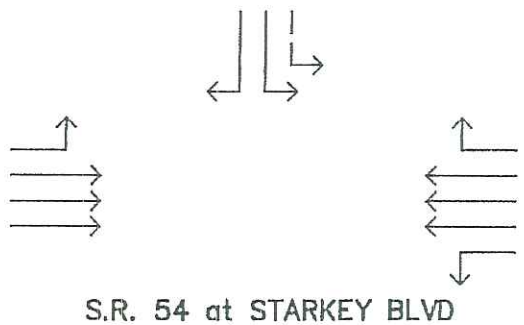
==> = EXISTING LANE  
--> = PROPOSED LANE

DESCRIPTION:	STARKEY RANCH DRI	PROJECT No. 505-22	EPN: 41
	 <b>FLORIDA DESIGN CONSULTANTS, INC.</b> ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS 3030 Starkey Blvd, New Port Richey FL 34655 Tel. (727) 849-7688 - Fax. (727) 848-3648	DATE: 7-7-2008	FIGURE: 4
		DRAWN BY: JEB	

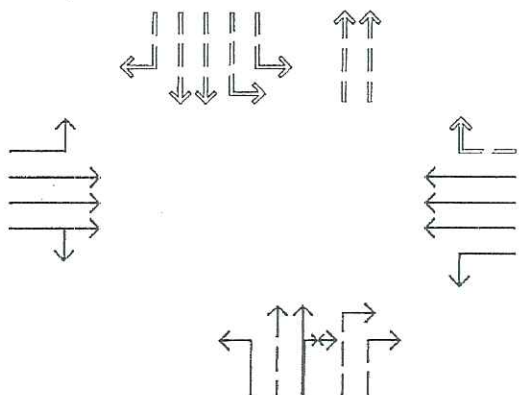
**EXHIBIT D**

**DRI NO. 264 - STARKEY RANCH  
PASCO COUNTY DEVELOPMENT AGREEMENT  
STATE ROAD 54 IMPROVEMENT PIPELINE PROJECTS**

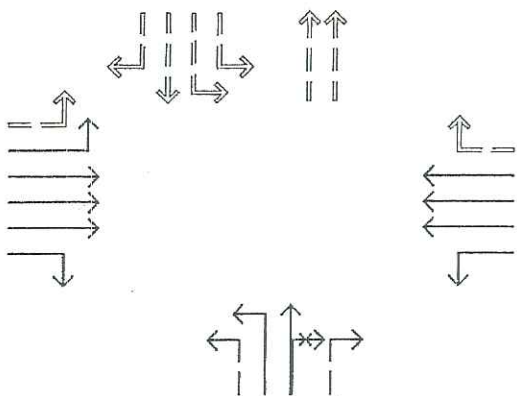




S.R. 54 at STARKEY BLVD



S.R. 54 at TRINITY BLVD



S.R. 54 at GUNN HIGHWAY

- = EXISTING LANE
- = PROPOSED LANE (IMPACT FEE CREDIT - ACTUAL COST OF IMPROVEMENT)
- = PROPOSED LANE (NO IMPACT FEE CREDIT - DEVELOPER'S COST)

DESCRIPTION

STARKEY RANCH DRI - INTERSECTION IMPROVEMENTS



FLORIDA DESIGN CONSULTANTS, INC.

ENGINEERS, ENVIRONMENTALISTS, SURVEYORS & PLANNERS

3030 Starkey Blvd, New Port Richey FL 34655  
Tel: (727) 849-7588 - Fax: (727) 848-3648

PROJECT No.  
505-22

EPN:  
41

DATE:  
7-7-2008

FIGURE:

DRAWN BY:  
JEB

1

Starkey Ranch DRI Intersection Improvements  
Using June 2008 FDOT Construction Costs

Intersection	Improvement	Proportionate Share Credit	Impact Fee Credit
S.R. 54 at Starkey Blvd.	SB Left Turn Lane	\$ 98,711	Actual Cost
	Traffic Signal	\$ 527,656	Actual Cost
	Subtotal	\$ 626,367	
S.R. 54 at Trinity Blvd.	NB Thru Lane	\$ 959,083	Actual Cost
	NB Right Turn Lane	\$ 216,402	Actual Cost
	NB Right Turn Lane	\$ 216,402	Actual Cost
	WB Right Turn Lane	NA	NA
	Traffic Signal	\$ 527,656	Actual Cost
	Subtotal	\$ 1,919,543	
S.R. 54 at Gunn Hwy.	NB Left Turn Lane	\$ 278,025	Actual Cost
	NB Right Turn Lane	\$ 626,529	Actual Cost
	EB Left Turn Lane (2nd)	NA	NA
	WB Right Turn Lane	NA	NA
	Traffic Signal	\$ 527,656	Actual Cost
	Subtotal	\$ 1,432,210	
Total		\$ 3,978,120	

- Notes:
1. S.R. 54 at Trinity Blvd. south leg of intersection will have existing SB laneage and NB laneage to include a left turn lane, two through lanes, and two right turn lanes.
  2. Impact fee credit for the NB Thru Lane at S.R. 54 at Trinity Blvd. Intersection will be given after the network connectivity is completed ( when the collector roadway between S.R. 54 and Starkey is completed).
  3. S.R. 54 at Gunn Hwy. South leg of intersection will have one SB lane and NB laneage to include two left turn lanes, a through lane, and a right turn lane
  4. Actual cost is not to exceed the cost assumed in the proportionate share table.



**EXHIBIT I**

**FDOT COSTS**

**DRI NO. 264, STARKEY RANCH  
PASCO COUNTY**

Roadway Cost Per Centerline Mile  
Revised June 2008

	Construction Cost From LRE	MOT *	Mobilization *	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Total Project Cost **
<b>Rural Arterial</b>									
New Construction (2-Lane Roadway) with 5' Paved Shoulders	\$5,101,031	\$510,103	\$551,113	\$6,172,248	\$1,543,062	\$7,715,309	\$1,157,296	\$1,157,296	\$10,029,902
New Construction (4-Lane Roadway) with 5' Paved Shoulders	\$7,942,794	\$794,279	\$873,707	\$9,610,781	\$2,402,695	\$12,013,476	\$1,802,021	\$1,802,021	\$15,617,519
New Construction (6-Lane Roadway) with 5' Paved Shoulders	\$9,921,959	\$992,196	\$1,091,416	\$12,005,571	\$3,001,393	\$15,006,963	\$2,251,045	\$2,251,045	\$19,509,052
Milling and Resurfacing (4-Lane Roadway) with 5' Paved Shoulders	\$1,337,062	\$133,706	\$147,077	\$1,617,844	\$404,461	\$2,022,306	\$303,346	\$303,346	\$2,628,997
Milling and Resurfacing (6-Lane Roadway) with 5' Paved Shoulders	\$1,698,152	\$189,815	\$208,797	\$2,296,764	\$574,191	\$2,870,955	\$430,643	\$430,643	\$3,732,242
Add Lanes (2 to 4 Lanes) with 5' Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$5,272,120	\$527,212	\$579,933	\$6,379,265	\$1,594,816	\$7,974,081	\$1,196,112	\$1,196,112	\$10,366,305
Add Lanes (4 to 6 Lanes) with 5' Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$5,706,950	\$570,695	\$627,765	\$6,905,410	\$1,726,352	\$8,631,762	\$1,294,764	\$1,294,764	\$11,221,294
Add Lanes (4 to 8 Lanes) with 5' Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$7,644,148	\$764,415	\$840,856	\$9,249,419	\$2,312,355	\$11,561,774	\$1,734,266	\$1,734,266	\$15,030,306
Add Lanes (6 to 8 Lanes) with 5' Paved Shoulders (Includes milling and resurfacing of existing pavement)	\$7,166,164	\$716,816	\$788,498	\$8,673,478	\$2,168,369	\$10,841,847	\$1,626,277	\$1,626,277	\$14,094,402
Add 1 Through Lane on Inside (To Existing) with 5' Paved Shoulders	\$1,267,044	\$126,704	\$138,275	\$1,521,024	\$380,256	\$1,901,280	\$285,192	\$285,192	\$2,471,664
Add 1 Through Lane on Outside (To Existing) with 5' Paved Shoulders	\$1,833,581	\$183,358	\$201,694	\$2,218,633	\$554,656	\$2,773,291	\$415,994	\$415,994	\$3,605,276
Add 300' Exclusive Left Turn Lane	\$59,660	\$8,949	\$10,291	\$78,900	\$19,725	\$98,625	\$14,794	\$14,794	\$128,213
Add 300' Exclusive Right Turn Lane	\$136,048	\$20,407	\$23,468	\$179,923	\$44,981	\$224,904	\$33,736	\$33,736	\$292,376
<b>Urban Arterial</b>									
New Construction (2-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$7,351,989	\$735,199	\$808,719	\$8,995,907	\$2,223,977	\$11,119,883	\$1,667,983	\$1,667,983	\$14,455,845
New Construction (4-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$9,975,972	\$997,597	\$1,097,357	\$12,070,926	\$3,017,731	\$15,088,657	\$2,263,299	\$2,263,299	\$19,615,254
New Construction (6-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$11,980,774	\$1,198,077	\$1,317,885	\$14,496,737	\$3,624,184	\$18,120,921	\$2,718,138	\$2,718,138	\$23,567,197
Milling and Resurfacing (4-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$1,383,879	\$138,388	\$152,227	\$1,674,494	\$418,623	\$2,093,117	\$313,968	\$313,968	\$2,721,062
Milling and Resurfacing (6-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	\$1,959,247	\$195,925	\$215,517	\$2,370,689	\$592,672	\$2,963,361	\$444,504	\$444,504	\$3,862,368
Add Lanes (2 to 4 Lanes) with 5' Sidewalk, and Curb & Gutter (Includes milling and resurfacing existing pavement)	\$6,169,444	\$616,944	\$678,639	\$7,455,028	\$1,866,257	\$9,331,285	\$1,399,693	\$1,399,693	\$12,130,670
Add Lanes (4 to 6 Lanes) with 5' Sidewalk, and Curb & Gutter (Includes milling and resurfacing existing pavement)	\$6,766,747	\$676,875	\$744,562	\$8,190,184	\$2,047,546	\$10,237,730	\$1,535,660	\$1,535,660	\$13,309,050
Add Lanes (4 to 8 Lanes) with 5' Sidewalk, and Curb & Gutter (Includes milling and resurfacing existing pavement)	\$9,089,828	\$908,983	\$999,881	\$10,998,692	\$2,749,673	\$13,748,365	\$2,062,255	\$2,062,255	\$17,872,874
Add Lanes (6 to 8 Lanes) with 5' Sidewalk, and Curb & Gutter (Includes milling and resurfacing existing pavement)	\$8,057,850	\$805,785	\$886,364	\$9,749,999	\$2,437,500	\$12,187,498	\$1,828,125	\$1,828,125	\$15,843,746
Add 1 Through Lane on Inside (To Existing) with 5' Sidewalk, and Curb & Gutter	\$1,221,478	\$122,148	\$134,363	\$1,477,988	\$369,497	\$1,847,485	\$277,123	\$277,123	\$2,401,731
Add 1 Through Lane on Outside (To Existing) with 5' Sidewalk, and Curb & Gutter	\$3,109,090	\$310,909	\$342,000	\$3,761,998	\$940,500	\$4,702,498	\$705,375	\$705,375	\$6,113,247
Add 300' Exclusive Left Turn Lane	\$74,416	\$11,162	\$12,837	\$98,416	\$24,604	\$123,020	\$18,453	\$18,453	\$159,926
Add 300' Exclusive Right Turn Lane	\$167,697	\$25,155	\$28,928	\$221,780	\$55,445	\$277,225	\$41,584	\$41,584	\$360,392

\* A 15% MOT and Mobilization factor was used for exclusive left and right turn lanes. A 10% factor was used for all other figures.  
\*\* Total cost shown is derived from a standard typical section. Costs will need to be adjusted to account for signals, bridges, or any additional item not deemed typical.

Note:

1. Estimates were derived from FDOT LRE system
2. These figures exclude costs for intersections/interchanges, improvements to cross streets, bridges over 20', right-of-way, landscaping, ITS, and traffic signals.
3. The figures are based on market costs for Hillsborough County.
4. Costs shown are present day costs.
5. The costs developed for this report are not project-specific and should be used for preliminary estimating purposes only.



Roadway Cost Per Centerline Mile  
Revised June 2008

	Construction Cost From LRE	MOT (10%)	Mobilization (10%)	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Total Project Cost
Rural Arterial									
Add Lanes (4 to 6 Lanes) with 5' Paved Shoulders, 2 Traffic Signals, Highway Lighting, Fiber Based Communication Backbone, Widening 150' Low Level Bridge, and Milling & Resurfacing Existing 4 Lanes									
	\$7,825,809	\$782,581	\$860,839	\$9,469,229	\$2,367,307	\$11,836,537	\$1,775,481	\$1,775,481	\$15,387,498
Urban Arterial									
Add Lanes (4 to 6 Lanes) with 5' Sidewalk, Bike Lanes, 2 Traffic Signals, Highway Lighting, Fiber Based Communication Backbone, Widening 150' Low Level Bridge, and Milling & Resurfacing Existing 4 Lanes									
	\$8,065,407	\$806,541	\$887,195	\$9,759,143	\$2,439,786	\$12,198,929	\$1,829,839	\$1,829,839	\$15,858,607

- Note:
1. Estimates were derived from FDOT LRE system
  2. These figures exclude costs for intersections/interchanges, cross street improvements, right-of-way, ITS, and landscaping.
  3. The figures are based on market costs for Hillsborough County.
  4. Costs shown are present day costs.
  5. The costs developed for this report are not site-specific and should be used for preliminary estimating purposes only.

Bridge Cost Per Square Foot  
Revised June 2008

	Cost Per Square Foot
<b>New Construction</b>	
Low Level	\$150
Mid Level	\$170
High Level	\$200
Overpass (Over Roadway)	\$185
Bascule	\$2,000
Pedestrian Overpass	\$400
<b>Widening</b>	
Low Level	\$180
Mid Level	\$205
High Level	\$240
Overpass (Over Roadway)	\$220
<b>Bridge Removal</b>	
Concrete Bridge	\$60

Note:

1. Figures are for construction costs per square foot of deck area.
2. All figures exclude costs for right-of-way, bridge approaches, and approach slabs.
3. Figures account for recent increases in concrete and steel, and the effects of labor and material shortages in the construction industry.
4. The costs developed for this report are not site-specific and should be used for preliminary estimating purposes only.



Other Roadway Related Costs  
Revised June 2008

	Construction Cost From LRE	MOT *	Mobilization (15%)	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Total Project Cost
Intersection Traffic Signalization (Mast Arm Assembly)**									
2-Lane Roadway Intersecting 2-Lane Roadway	\$174,953	\$26,243	\$30,179	\$231,376	\$57,844	\$289,220	\$43,383	\$43,383	\$375,986
4-Lane Roadway Intersecting 4-Lane Roadway	\$200,594	\$30,089	\$34,603	\$265,286	\$66,322	\$331,608	\$49,741	\$49,741	\$431,090
6-Lane Roadway Intersecting 6-Lane Roadway	\$245,528	\$36,829	\$42,354	\$324,711	\$81,178	\$405,889	\$60,883	\$60,883	\$527,656
Bicycle and Pedestrian Facilities									
Sidewalks Per Mile (5' Width - 1 Side)	\$117,773	\$5,889	\$18,549	\$142,211	\$35,553	\$177,764	\$26,665	\$26,665	\$231,093
Sidewalks Per Mile (6' Width - 1 Side)	\$141,328	\$7,066	\$22,259	\$170,654	\$42,663	\$213,317	\$31,998	\$31,998	\$277,312
Multi-Use Trail Per Mile (12' Width - 1 Side)	\$239,245	\$11,962	\$37,681	\$288,888	\$72,222	\$361,110	\$54,167	\$54,167	\$469,444
Stormwater Retention Facilities									
1 Acre Pond Site (6' Depth)	\$347,965	\$17,398	\$54,804	\$420,167	\$105,042	\$525,209	\$78,781	\$78,781	\$682,772
Median Retrofit									
Convert 14' Center Turn Lane to 14' Raised Median (Per Mile)	\$255,137	\$38,271	\$44,011	\$337,419	\$84,355	\$421,773	\$63,266	\$63,266	\$548,305
Cross Street Improvements									
Widen 1-Leg of Existing Rural 2-Lane Cross Street to Accommodate 2 Receiving Lanes, Dual Left Turn Lanes, and Exclusive Right Turn Lane (Approximate Length of 0.25 Miles)	\$1,526,625	\$228,994	\$263,343	\$2,018,961	\$504,740	\$2,523,701	\$378,555	\$378,555	\$3,280,812

\* A 15% MOT factor was used for Traffic Signals, Median Retrofit, and Cross Street Improvements. A 5% factor was used for all other figures.

\*\*The cost of traffic signalization assumes the installation of mast arms on all four legs of an intersection. To obtain the cost of signalizing a four-lane roadway intersecting a two-lane roadway, divide the signal cost of a four-lane roadway by two and add this figure to the signal cost of the two-lane roadway divided by two.

Notes:

1. Estimates were derived from FDOT LRE system
2. The figures are based on market costs for Hillsborough County.
3. Costs shown are present day costs.
4. The costs developed for this report are not site-specific and should be used for preliminary estimating purposes only.

Interchange Cost  
Revised June 2008

	Construction Cost From LRE	MOT (10%)	Mobilization (10%)	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Subtotal Project Cost
Single Point Urban Interchange (SPUI)	\$ 28,149,316.21	\$2,814,932	\$3,096,425	\$34,060,673	\$8,515,168	\$42,575,841	\$6,386,376	\$6,386,376	\$55,348,593

Note:

1. Cost was derived from an LRE estimate to modify the existing diamond interchange at I-75/SR 54 to a single point urban interchange.
2. Cost shown is for construction only. Does not include Design, CEI, and right-of-way.

Construction Cost Assumptions

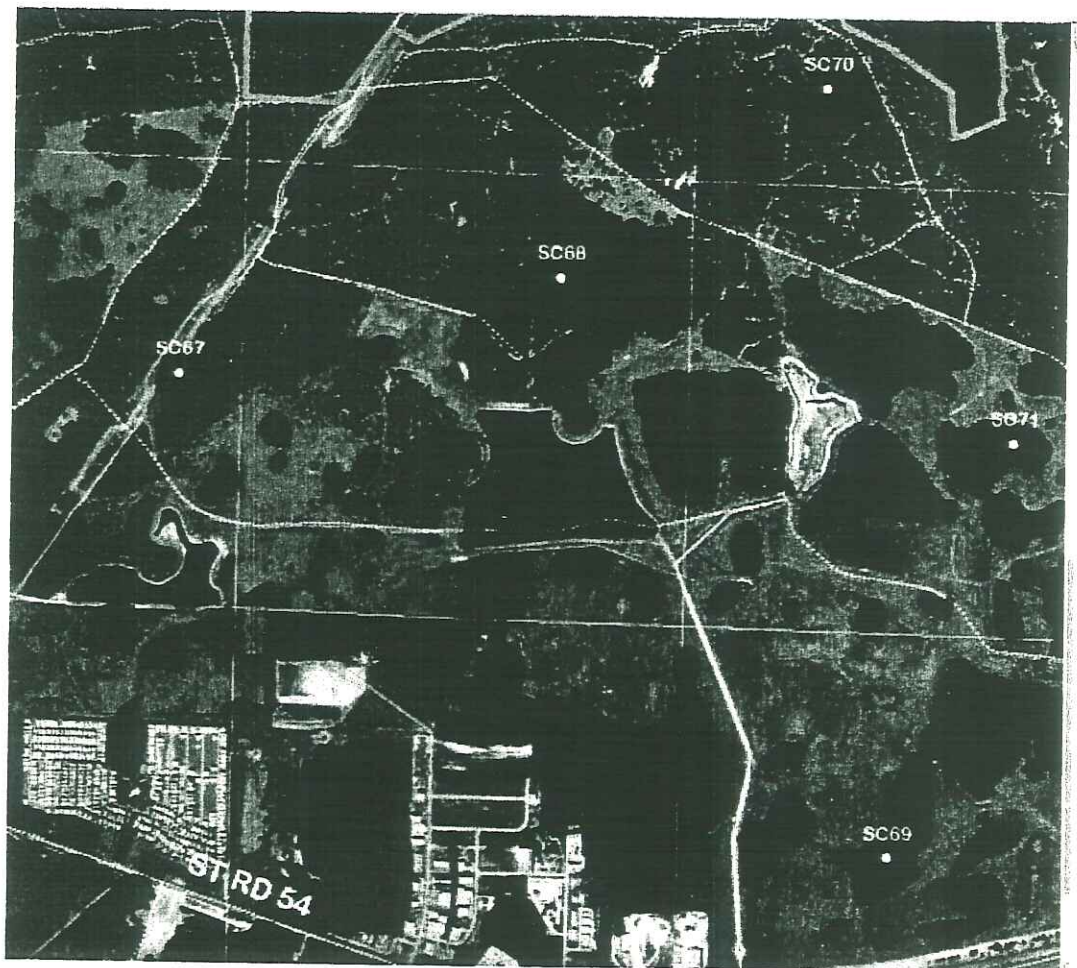
RURAL		
New Construction	Widening	Milling and Resurfacing
12' Travel Lanes 40' Depressed Median 10' Outside Shoulders with 5' Paved 8' Inside Shoulders (grassed) 5' Sidewalks (Both Sides) Additional Pavement for Turnouts, Crossovers, Turn Lanes Earthwork (Clearing and Grubbing, Embankment) Signing & Pavement Markings 1 Acre Pond/Lane/Mile (4 Lanes = 4 Acres) Drainage Features (Pipes, Endwalls, MES) Lighting	12' Travel Lanes 40' Depressed Median 10' Outside Shoulders with 5' Paved 8' Inside Shoulders (grassed) 5' Sidewalks (Both Sides) Milling and Resurfacing of Existing Pavement Additional Pavement for Turnouts, Crossovers, Turn Lanes Earthwork (Clearing and Grubbing, Borrow) Signing & Pavement Markings 2 Acre Pond/Additional Lane (2 New Lanes = 4 Acres) Drainage Features (Pipes, Endwalls, MES) Lighting	12' Travel Lanes 40' Depressed Median 10' Outside Shoulders with 5' Paved 8' Inside Shoulders (grassed) Milling and Resurfacing of Existing Pavement Additional Pavement for Turnouts, Crossovers, Turn Lanes Signing & Pavement Markings Drainage Features (Pipe Desilting)
URBAN		
New Construction	Widening	Milling and Resurfacing
12' Travel Lanes 30' Raised Median 4' Bike Lanes (Both Sides) Curb and Gutter 5' Sidewalks (Both Sides) Additional Pavement for Turnouts, Crossovers, Turn Lanes Earthwork (Clearing and Grubbing, Embankment) Signing & Pavement Markings 1 Acre Pond/Lane/Mile (4 Lanes = 4 Acres) Drainage Features (Pipes, Inlets, Manholes) Conventional Lighting	12' Travel Lanes 30' Raised Median 4' Bike Lanes (Both Sides) Curb and Gutter 5' Sidewalks (Both Sides) Milling and Resurfacing of Existing Pavement Additional Pavement for Turnouts, Crossovers, Turn Lanes Earthwork (Clearing and Grubbing, Borrow) Signing & Pavement Markings 2 Acre Pond/Additional Lane (2 New Lanes = 4 Acres) Drainage Features (Pipes, Inlets, Manholes) Conventional Lighting	12' Travel Lanes 30' Raised Median 4' Bike Lanes (Both Sides) Curb and Gutter Milling and Resurfacing of Existing Pavement Additional Pavement for Turnouts, Crossovers, Turn Lanes Signing & Pavement Markings Drainage Features (Pipe Desilting, Manhole Adjustments)



**EXHIBIT J**

**SWFWMD AND TBW MONITORING SITES**

**DRI NO. 264, STARKEY RANCH  
PASCO COUNTY**



Wetland	Device	Device type	Latitude (north)	Longitude (west)	DD Lat	DD Long
SC-67	WE- STK-SC-67	well	28° 12'	82° 38'	28.20991111	82.63498686
			35.68000"	5.95270"		
SC-67	SG-STK-S-67	staff gage	28° 14'	82° 34'	28.23806078	82.57808544
	WE-STK-SC-68		17.01881"	41.10758"		
SC-68		well	28° 12'	82° 37'	28.21324511	82.62145468
			47.68240"	17.23685"		
SC-68	SG-STK-S-68	staff gage	28° 14'	82° 34'	28.23839133	82.57489933
	WE-STK-SC-69		18.20879"	29.63759"		
SC-69		well	28° 11'	82° 36'	28.19469453	82.60957828
			40.90031"	34.48181"		
SC-69	SG-STK-S-69	staff gage	28° 14'	82° 34'	28.24305522	82.57356878
	WE- STK-SC-70		34.99879"	24.84761"		
SC-70		well	28° 13'	82° 36'	28.21972825	82.61209936
			11.02170"	43.55770"		
SC-70	SG-STK-S-70	staff gage	28° 15'	82° 34'	28.25038333	82.56922711
	WE- STK-SC-71		1.37999"	9.21760"		
SC-71		well	28° 12'	82° 36'	28.20850581	82.60514031
			30.62092"	18.50512"		
SC-71	SG-STK-S-71	staff gage	28° 12'	82° 36'	28.20850994	82.60513969
			30.63578"	18.50288"		



## Starkey Ranch DRI #264 Existing Monitoring Sites



0 0.2 0.4 0.8 1.2 1.6 Miles

This map was designated for use  
as a general guide and may not be  
suitable to support other applications.  
Source: SWFWMD Planning Dept.  
- M. Burke 2007



**EXHIBIT K**

**CONSERVATION EASEMENT GRAPHIC**

**DRI NO. 264, STARKEY RANCH  
PASCO COUNTY**





Source: Glating Jackson 2006

*Starkkey*

**LEGEND**

	Project Boundary	2530.0 acres
	Wetland Preservation	202.7 acres
	Wetland Enhancement	387.7 acres
	Surface Water Conservation	99.9 acres
	Wetland Impacts	78.2 acres
	Surface Water Impacts	6.0 acres
	Natural Upland	236.6 acres
	Conservation & Management	15.6 acres
	Internal Upland Preservation	18.7 acres
	Pasture Preservation	63.3 acres
	Conservation Transition Zone	63.8 acres
	Wilderness Park Buffer (natural)	22.9 acres
	Wilderness Park Buffer (pasture)	58.8 acres
	25ft Buffers	1197.4 acres
	Development (uplands)	
	Wetland/Surface Water Number	

**SCALE**

North

Scale in Feet

0 2,000 4,000

**TEAM**

Owner/Applicant: Starkkey Ranch Investment Company, LLC

Attorney: Figurski & Harrell

Technical Team: Glating Jackson Kercher Anglin Lopez  
Rinehart, Inc.  
Planner, Project Manager,  
Environmental Planner  
Florida Design Consultants, Inc.  
Civil and Transportation Engineering  
Consensus Builders Inc.  
Public Participation  
Robert Charles Lesser & Co., LLC  
Market Analyst  
Central Florida Testing Laboratories, Inc.  
Geotechnical Analyst

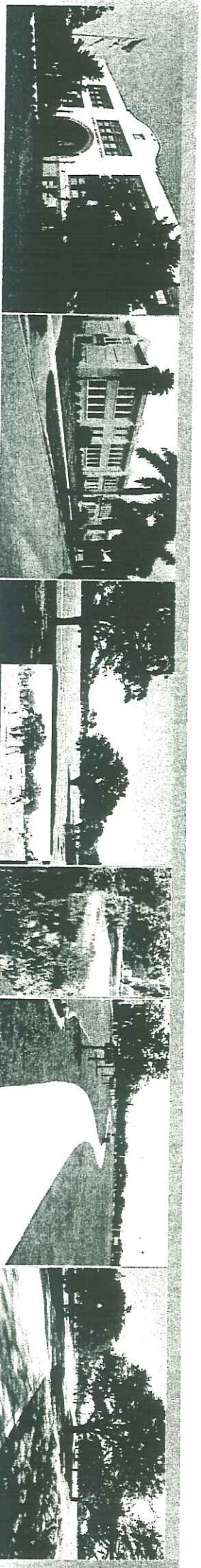
**PROPOSED CONSERVATION PLAN**

**EXHIBIT L**

**COLLOCATED DISTRICT PARK AND SCHOOL SITE  
CONCEPTUAL PLAN**

**DRI NO. 264, STARKEY RANCH  
PASCO COUNTY**

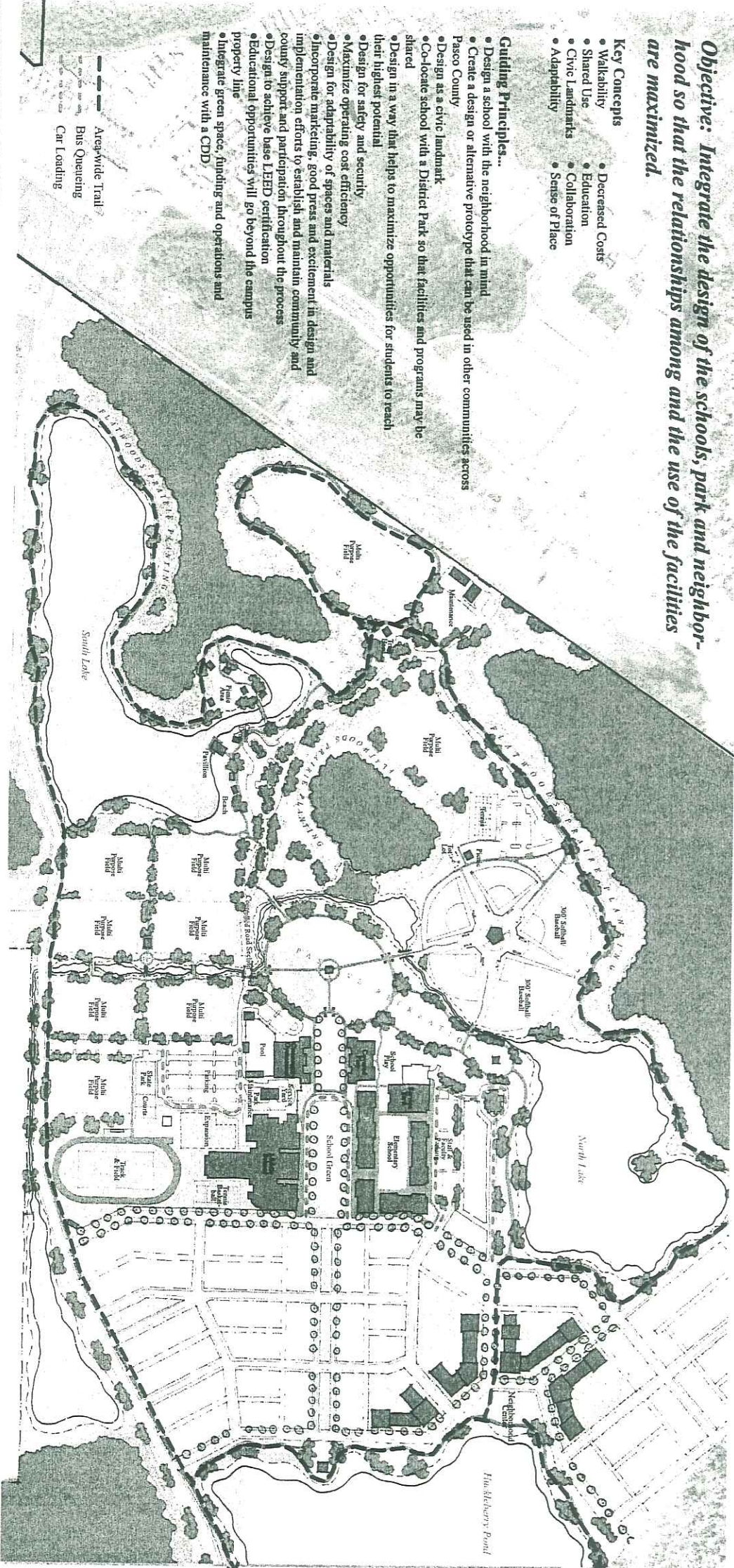




*Objective: Integrate the design of the schools, park and neighborhood so that the relationships among and the use of the facilities are maximized.*

- Key Concepts**
- Walkability
  - Shared Use
  - Civic Landmarks
  - Adaptability
  - Decreased Costs
  - Education
  - Collaboration
  - Sense of Place

- Guiding Principles...**
- Design a school with the neighborhood in mind
  - Create a design or alternative prototype that can be used in other communities across Pasco County
  - Design as a civic landmark
  - Co-locate school with a District Park so that facilities and programs may be shared
  - Design in a way that helps to maximize opportunities for students to reach their highest potential
  - Design for safety and security
  - Maximize operating cost efficiency
  - Design for adaptability of spaces and materials
  - Incorporate marketing, good press and excitement in design and implementation efforts to establish and maintain community and county support and participation throughout the process
  - Design to achieve base LEED certification
  - Educational opportunities will go beyond the campus property line
  - Integrate green space, funding and operations and maintenance with a CDD



CONCEPTUAL MASTER PLAN

STARKEY RANCH School, Neighborhood, and Park Charrette

Pasco County, Florida

GLATTING JACKSON KERCHER ANGLIN  
COMMUNITY PLANNING & DESIGN