

AMENDED AND RESTATED
ROADWAY DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY ~~AND,~~
SCHICKEDANZ BROS., INC. AND PASCO COUNTY ASSOCIATES I, LLLP
FOR WYDNFIELDS MASTER PLANNED UNIT DEVELOPMENT

THIS AMENDED AND RESTATED AGREEMENT (the "**Agreement**") is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "**County**," and SCHICKEDANZ BROS.-HAMMOCK PINES, LTD., a Florida limited partnership, ~~owner~~ ("**Schickedanz**"), and PASCO COUNTY ASSOCIATES I, LLLP, a Florida limited liability limited partnership ("PCA"), owners of different portions of the Wyndfields Master Planned Unit Development project, ~~hereafter,~~ Schickedanz and PCA are hereinafter collectively referred to as the "**Developer**".

W I T N E S S E T H:

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

WHEREAS, ~~concurrent with on October 25, 2005~~ the County's ~~approval of this Agreement,~~ the County is approving approved an amendment to that certain Master Plan Unit Development for the Wyndfields project ("MPUD") as Petition No. 6448 ("**MPUD Conditions of Approval**"), which provides for development of a mixed-use project ("**Project**"); and

WHEREAS, the MPUD ~~conditions~~ Conditions of Approval require the Developer to provide for certain ~~roadway improvements~~ Roadway Improvements (as hereinafter defined) to be designed and constructed within and outside of the boundaries of the MPUD in order to mitigate the transportation impacts of the Project and ensure that transportation concurrency is satisfied for the Project; and

WHEREAS, concurrent with the County's approval of the MPUD, the County approved that certain Roadway Development Agreement between the County and Schickedanz with respect to the Roadway Improvements (the "**Original Roadway Agreement**"), which Original Roadway Agreement was recorded in Official Records Book 6707, Page 600, of the Public Records of Pasco County, Florida; and

WHEREAS, the Developer is committed to provide for the design and construction of ~~certain roadway improvements~~ the Roadway Improvements, as specified in ~~this~~ the Original Roadway Agreement; and

WHEREAS, the Developer has completed, and the County, the Florida Department of Transportation ("**FDOT**") and the Federal Highway Administration ("**FHA**") have approved, the "PD&E Study" required by Paragraph 6.b of the Original Roadway Agreement; and

WHEREAS, on _____, 2011 the County approved and entered into an amended and restated development agreement (the “WCL Development Agreement”) with the developers of the Wesley Chapel Lakes DRI (collectively, the “WCL Developer”), which DRI is located to the east of and adjacent to the Project;

WHEREAS, the WCL Development Agreement, among other things, extends the date for the completion of construction of S.R. 56 which runs from Meadow Pointe Boulevard to the eastern boundary of the Wesley Chapel Lakes DRI (the “WCL S.R. 56 Eastern Segment”);

WHEREAS, such extension of the date for the completion of S.R. 56 through the Wesley Chapel Lakes DRI affects the Developer’s ability to design and construct the Roadway Improvements in accordance with the requirements of the Original Roadway Agreement;

WHEREAS, accordingly, the Developer and the County desire to enter into this Agreement to amend and restate the Original Roadway Agreement;

WHEREAS, all date extensions granted by this Agreement are inclusive of, and not in addition to, all applicable statutory extensions adopted in 2011 and any extensions for which the Project may be eligible pursuant to County Resolution 10-327, County Resolution 09-269, County Ordinance No. 08-47, and Chapter 2009-96, Laws of Florida; and

WHEREAS, the Florida Local Government Development Agreement Act, as set forth in Sections 163.3220, et seq., Florida Statutes, and Pasco County Land Development Code (“Pasco County LDC”), Article 403, Development Agreements, authorizes the use of development agreements in order to eliminate the lack of uncertainty in approval of development, encourage sound capital improvement planning and financing, and encourage a commitment to the comprehensive planning process. Both the Act and the Pasco County LDC attempt to ensure developers, upon receipt of all development permits, that the development may proceed in accordance with the existing laws and policies subject to the conditions of a development agreement; ~~and.~~

~~WHEREAS, the Developer and the County desire to enter into this written Development Agreement to provide further details concerning the obligations of the parties with respect to such improvements.~~

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. RECITALS; EXHIBITS. The foregoing recitals and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

2. PURPOSE. It is the purpose and intent of this Agreement to further set forth terms and conditions of the development approval of the MPUD, identified in the MPUD Conditions of Approval, as the same relate to the design, right-of-way dedication, permitting, and construction of certain Dedications, Site Related Improvements and S. R. 56 Improvements (each as defined below, and the Site Related Improvements and S. R. 56 Improvements being collectively referred to as the

"Roadway Improvements"). This Agreement is intended to define the terms and conditions of the County's and the Developer's participation in and respective obligations associated with the Roadway Improvements, and Developer's making of the Dedications, (as ~~further defined and~~ provided ~~herein below~~). All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth herein.

3. GENERAL REQUIREMENTS.

a. Legal Description. The land subject to this Agreement is identified on Exhibit A attached hereto (the "Land"). The holder of legal title ~~is the Developer to the portion of the Land described in Exhibit B attached hereto is PCA, and the holder of legal title to the remaining portions of the Land is Schickedanz.~~ Pursuant to Section 163.3239, Florida Statutes, the burdens of this Agreement shall be binding upon and the benefits of the Agreement shall inure to all such legal owners and their successors in interest as to any of the land subject to this Agreement.

b. Duration and Effective Date. This Agreement shall be for a duration of ~~ten~~ fifteen (15) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the ~~effective date of this Agreement~~ Effective Date (defined in Paragraph 11.x., below).

c. Development Uses of Land. Rezoning Petition No. ~~_____~~ 5593, as amended by Rezoning Petition No. 6448, sets forth the permitted uses for the MPUD.

d. Public Facilities. ~~Adequate~~ Subject to the terms of this Agreement, adequate transportation facilities for the Project will be provided through the Dedications and Roadway Improvements described herein— and other roadway improvements in the County's Capital Improvements Program (CIP) and Capital Improvement Element (CIE). This Agreement does not specifically address other public facilities, such as transit, water, wastewater, solid waste, drainage, parks, schools, fire/EMS, libraries and law enforcement; however, such public facilities shall be addressed for the Project in accordance with the MPUD Conditions of Approval, the County's concurrency management system, the County's CIP and CIE, applicable impact fee ordinances, and applicable provisions of the County's Comprehensive Plan and land development regulations (collectively referred to herein as "County Regulations").

e. Reservations or Dedications for Public Purpose. All reservations and dedications for public purposes shall be provided in accordance with ~~the MPUD Conditions of Approval, and County Regulations and this Agreement.~~ For transportation facilities, in the event of any conflict between County Regulations and requirements specifically set forth in this Agreement, this Agreement shall control.

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

g. Findings. The County has found that the Project, as conditioned, permitted and proposed, is consistent with the provisions of the Pasco County Comprehensive Plan applicable to the MPUD and this Agreement.

h. Requirements Necessary for the Public Health, Safety and Welfare. The conditions, terms, restrictions, and other requirements determined to be necessary by the County for the public health, safety, or welfare of its citizens are identified and included within ~~the MPUD Conditions of Approval~~ County Regulations and this Agreement.

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

j. Zoning and Comprehensive Plan Issues. The Pasco County Comprehensive Plan Future Land Use Map classification for the Project is ~~Res~~ RES-3. Zoning for the Project is MPUD, approved pursuant to Rezoning Petition No. 5593, as amended, by Petition No. 6448. The County has found the MPUD Master Planned Unit Development zoning of the Project to be consistent with the land use designation for the Project established in the Future Land Use Element of the Pasco County Comprehensive Plan.

4. ON-SITE DEDICATIONS. Developer shall dedicate to the County the following rights-of-way ~~for the Project~~ (collectively, the "**Dedications**"). Each such Dedication shall be made by deed ~~or plat, as determined by the County based on the applicable deadline for such Dedication.~~ Such Dedications shall be at no cost to the County and FDOT, and shall not be eligible for transportation impact fee credits except as provided in Paragraph 8.a below.

a. S.R. 56. Developer shall dedicate to the County 250 feet in width of right-of-way for S.R. 56 from the western boundary of the MPUD to the eastern boundary of the MPUD in the alignment determined by the PD&E Study ~~(as defined below).~~ Such ~~dedication~~ Dedication, together with the dedication of, or granting of easements, for, as applicable, drainage and wetland and flood plain mitigation areas as required pursuant to subparagraphs 4.h, 7.c and 7.d. below, shall occur within ~~180 days after approval of the PD&E Study by the Florida Department of Transportation ("FDOT") and all other applicable agencies, or within ninety (90) sixty (60) days of the one hundred percent (100%) design approval of the S.R. 56 Improvements (as hereinafter defined) by FDOT and request of the County, or at the time the S.R. 56 Improvements are completed within ninety (90) days of the County's request,~~ whichever ~~is earlier.~~ occurs first.

b. Wyndfields Boulevard. Developer shall dedicate to the County 142 feet in width of right-of-way for Wyndfields Boulevard, being the north-south roadway running through the MPUD from S.R. 54 at the north end of the MPUD south to the southern property line of the MPUD. With respect to the portion of Wyndfields Boulevard south from S.R. 54 at the northern boundary of the MPUD to the northern boundary of the intersection with S.R. ~~56, such dedication~~ 56 (the "Wyndfields Boulevard Northern Segment"), such Dedication will be made at such time as the Site Related Improvements associated with ~~such portion of the~~ Wyndfields Boulevard Northern

Segment are completed, as provided in Paragraph 5.b., below, or within ninety (90) days of the request of the County, whichever is earlier. With respect to the portion of Wyndfields Boulevard south from the intersection with S.R. ~~56, such dedication~~56 (the “Wyndfields Boulevard Southern Segment”), such Dedication shall occur in increments as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval, or within ninety (90) days of the request of the County, whichever is earlier.

c. Chancey Road. Developer shall dedicate to the County 142 feet in width of right-of-way for Chancey Road from the western boundary of the MPUD to the eastern boundary of the MPUD. Such ~~dedication~~Dedication shall occur in increments as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval, and in any event upon completion of the construction obligation set forth in Paragraph 5.c., below, or within ninety (90) days of the request of the County, whichever is earlier.

d. S.R. 54. Developer shall dedicate to the County right-of-way for S.R. 54 from the western boundary of the MPUD to the eastern boundary of the MPUD in such width as necessary to increase the S.R. 54 right-of-way to a width of eighty-three (83) feet from the existing centerline as shown on the County’s transportation corridor maps. Such ~~dedication will occur~~Dedication will occur prior to recordation of a plat (or construction plan approval where a recorded plat is not required) for any portion of the Project adjacent to the S.R. 54 right-of-way, or within ninety (90) days of the request of the County, whichever is earlier.

e. Intersections. In addition to the foregoing, Developer shall dedicate to the County such additional right-of-way at the intersections of (i) Wyndfields Boulevard and Chancey Road, (ii) S.R. 54 and Wyndfields Boulevard, (iii) S.R. 56 and Wyndfields Boulevard, and (iv) other intersections of east-west roads with Wyndfields Boulevard within the MPUD as necessary to provide turn lanes as required by the County upon access management review of the roadway system within the MPUD. Such ~~dedications~~Dedications will occur in increments as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval, and in any event upon completion of the construction obligations associated with each such intersection, or within ninety (90) days after the request of the County, whichever is earlier.

f. Frontage Roads. To the extent that frontage roads are required to be constructed outside of the existing or future S.R. 56 right-of-way, pursuant to Paragraph 5.d., below, then Developer shall dedicate to the County right-of-way for such portions of the frontage roads that are located within the MPUD, outside of the S.R. 56 right-of-way, at the locations determined in accordance with Paragraph 5.d. Such ~~dedications~~Dedications shall occur in increments as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval, or within ninety (90) days of the request of the County, whichever is earlier, subject to the location of such frontage roads having been determined.

g. Oldswood Avenue Realignment. Condition No. 26 of the MPUD requires the Developer to convey to the County 80 feet of right-of-way in the southwestern portion of the Property, as conceptually shown on the master plan for the MPUD, for an east-west collector commonly known as Oldswood Avenue. The County now desires to realign Oldswood Avenue in

the southwestern and southeastern portions of the MPUD and has requested that the Developer cooperate in such realignment in coordination with properties located to the west, south and east of the MPUD. In that regard, in consideration of the terms and conditions of this Agreement, the Developer agrees that the County may realign Oldswood Avenue as a 142-foot right-of-way anywhere within the areas of the MPUD generally depicted on Exhibits C and D attached hereto (“Oldswood Designated Areas”), and utilize any remaining portion of the Oldswood Designated Areas for drainage/retention/wetland and flood plain mitigation associated with Oldswood Avenue. Within ninety (90) days after the County’s request, the Developer shall convey at no cost to the County fee title to 142 feet of right-of-way, and drainage/retention/wetland and flood plain mitigation areas (by deed or non-exclusive easement, as elected by Developer), within the Oldswood Designated Areas as determined necessary by a planning, design and engineering study to be obtained by the County; provided, however, if the County has not requested such dedications on or before the concurrency expiration date set forth in Paragraph 8.b., below, then the Developer shall be free to develop the Oldswood Designated Areas and/or convey the Oldswood Designated Areas to a community development district, homeowners’ association or property owners’ association, associated with portions of the Project. Once the Developer conveys to the County the one hundred forty-two (142) feet of right-of-way for Oldswood Avenue and the drainage/retention/wetland and flood plain mitigation areas or easements in accordance with this subparagraph g., the remainder of the Oldswood Designated Areas shall no longer be subject to the provisions of this subparagraph g., and the Developer shall be free to develop same in accordance with the MPUD Conditions of Approval. To the extent that the Developer’s obligations as set forth in this subparagraph g., or the location or extent of the Oldswood Designated Areas conflict with any of the MPUD Conditions of Approval, including, without limitation, Condition No. 26, then the terms and conditions of this subparagraph and Exhibits C and D attached hereto shall control and supersede such conflicting MPUD Conditions of Approval. The foregoing notwithstanding, the Developer shall have the right, but not the obligation, to proceed with planning, design, engineering and development of areas within the MPUD in such a manner as to accommodate in non-exclusive, commingled areas (as permitted by Paragraphs 7.c. and 7.d., below) outside of the Oldswood Designated Areas the drainage/retention/wetland and flood plain mitigation associated with Oldswood Avenue.

h. ~~g.~~ Drainage/Retention and Wetland and Floodplain Mitigation. In addition to the foregoing and subject to Paragraphs 7.c., and 7.d., below, the Developer, and its successors and assigns, shall at no cost to the County and FDOT, design, construct, provide, and obtain any and all permits required by any local, state or federal agency for, appropriate and sufficient drainage/retention and wetland and floodplain mitigation facilities on the Developer's property, or at another site acceptable to the County, to mitigate all impacts associated with the initial and future planned improvements of S.R. 54, S.R. 56, Chancey Road, and Wyndfields Boulevard, within, or adjacent to the boundaries of Developer's property, including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multi-modal paths, medians and other roadway appurtenances. All conveyances (which shall be in fee if exclusively servicing such roadway improvements, or by non-exclusive easements if shared facilities) 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 shall include access easements in accordance with Paragraphs 7.c., and 7.d., below, be in a form acceptable to the County’s Real Estate Division, and be free and clear of all liens and encumbrances, including exemption from, or subordination of, 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.

i. ~~h~~Subdivision Design Standards. In addition to the foregoing, the County may require, at the time of preliminary or construction plan approval, dedication of right-of-way for other public roadways required by Section 610 of the Pasco County ~~Land Development Code~~LDC.

i. Dedications Required Prior to Design. If the County requests a Dedication as to Wyndfields Boulevard, or any portion thereof, or Chancey Road prior to Developer completing the design thereof and of the intersection and drainage/retention, wetland and floodplain mitigation areas associated therewith, then within forty-five (45) days after the County's request therefor, Developer shall designate the alignment of the Dedication and the configuration of the intersection, drainage/retention, wetland and floodplain mitigation areas, or portions thereof which have not yet been designed, to be conveyed to the County (whether by fee or easement in accordance with the other terms of this Agreement), for the County's review and approval, which will not be withheld unreasonably. If Developer fails to designate such alignment and areas within such 45-day period, then the County shall have the right to design or cause to be designed by a third party the right-of-way alignment associated with such Dedication and the configuration of associated intersection, drainage/retention, wetland and floodplain mitigation areas, provided that any such design work shall begin with any design work, or component thereof, then completed, approved by any governmental agency, or in process, whether conceptual or otherwise (which Developer will make available to the County for such purpose), including any right-of-way maps, master roadway plans, preliminary plans, drainage/retention, wetland and/or floodplain mitigation plans and/or permits, and such design shall be subject to Developer's review and approval, which approval will not be withheld unreasonably provided that Developer's planned density and overall conceptual project design is not impacted adversely or materially. Developer shall not be entitled to reimbursement for any such existing design work utilized by the County or a third party, and will not be required to incur additional expenses associated with the work of the County or such third party. If the County has requested Dedication of Wyndfields Boulevard, or portion thereof, or Chancey Road, and the design thereof is not yet complete, then Developer shall dedicate such right-of-way, and associated intersections, drainage/retention, wetland and floodplain mitigation areas within thirty (30) days after the design is completed pursuant to the terms of this paragraph.

5. SITE-RELATED ROADWAY IMPROVEMENTS. Developer shall cause the following on-site roadways to be designed, permitted and constructed at Developer's sole cost and expense, ~~which design, permitting and construction shall not be impact fee creditable.~~

a. S.R. 56. In conjunction with extensions of S.R. 56 from the west boundary of the MPUD to the east boundary of the MPUD, as more particularly provided in Paragraph 6 below, and in accordance with the PD&E Study design requirements, design S.R. 56 as a four (4) lane divided roadway expandable to six (6) lanes, with a wide median (at least 74 feet wide unless otherwise approved by FDOT) to allow the addition of two (2) interior lanes after four (4) lanes of such roadway have been constructed, for an ultimate six (6) lane roadway, and construct two (2) lanes thereof as an offset roadway.

b. Wyndfields Boulevard Northern Segment. Design four (4) lanes and construct the first two (2) ~~lanes of Wyndfields Boulevard south from S.R. 54 at the northern boundary of the MPUD to the northern boundary of the intersection with S.R. 56. Such design and construction of said northern segment of Wyndfields Boulevard shall be completed by December 31, 2008, subject to extension as provided in Paragraph 6.c., below, or as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval. In the event that Developer has been relieved of its obligation to build the portion of S.R. 56 within the Wesley Chapel Lakes DRI pursuant to Paragraph 6.c., below, the design and construction of the northern segment of Wyndfields Boulevard provided for in this paragraph shall be completed within eighteen (18) months after the completion of at least two (2) lanes of S.R. 56 through the Wesley Chapel Lakes DRI connecting to the western boundary of the MPUD, or as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval.~~

c. ~~Design four (4) lanes and construct the first two (2) lanes of Chancey Road from the MPUD's western boundary to the MPUD's eastern boundary. Such design and construction obligation shall be completed in increments as determined by the County to be necessary to serve adjacent parcels within the MPUD~~ contiguous lanes of the Wyndfields Boulevard Northern Segment as an offset roadway. The Developer shall be entitled to design and construct the Wyndfields Boulevard Northern Segment in increments in connection with the ongoing development of the MPUD, the length of such increments to be determined by the County, at the time of preliminary/construction plan approval, as necessary to serve adjacent parcels within the MPUD, but in any event ~~within eighteen (18) months from the date when the construction of Chancey Road is completed to the western boundary or eastern boundary of the MPUD~~ as a condition to the County approving the subdivision plat containing the 600th platted residential unit within the MPUD, the Developer shall have completed the design and construction of the entirety of the Wyndfields Boulevard Northern Segment. In the event that ~~one thousand (1,000)~~ five hundred forty (540) residential units within the MPUD have been platted and the design and construction of ~~Chancey Road has~~ the Wyndfields Boulevard Northern Segment have not been completed, then Developer shall be required to post Security (as defined in Paragraph 9.a., below) in an amount equal to 125% of the Cost Estimate (as defined in Paragraph 7.e., below) for completing construction of the portion of the roadway not yet completed, ~~which Security shall have a term of December 31, 2015,~~ but in any event, Developer shall post such Security by December 31, 2017. Such Security shall be maintained in full force and effect until the Wyndfields Boulevard Northern Segment is completed. Notwithstanding the foregoing, in the event that: (A) Beardsley Drive is completed from its current terminus west of the 554-acre property which lies immediately south of and contiguous to the MPUD (the "Livingston MPUD") to Morris Bridge Road, and a roadway has been completed within the Livingston MPUD providing a connection (the "Livingston Connector") from Beardsley Drive to the MPUD at the southern terminus of Wyndfields Boulevard; or (B) Oldswood Avenue is completed from its current terminus west of the Livingston MPUD to Morris Bridge Road, and the Livingston Connector has been completed from Oldswood Avenue to the southern terminus of Wyndfields Boulevard, then such design and construction of the Wyndfields Boulevard Northern Segment pursuant to this paragraph shall be completed within twenty-four (24) months after the completion of both the Livingston Connector and either Beardsley Drive or Oldswood Avenue, as described above, regardless of the number of units platted within the MPUD, provided that the Developer shall not be required to complete the design and construction of the Wyndfields Boulevard Northern Segment pursuant to this sentence earlier than December 31, 2016.

c. Chancey Road. Design four (4) lanes and construct two (2) contiguous lanes of Chancey Road as an offset roadway from the MPUD's western boundary to the MPUD's eastern boundary. The Developer shall be entitled to design and construct Chancey Road in increments in connection with the ongoing development of the MPUD, the length of such increments to be determined by the County as necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval, but in any event the Developer shall complete the design and construction of the entirety of Chancey Road within the MPUD within eighteen (18) months from the date when the construction of Chancey Road is completed to the western boundary or eastern boundary of the MPUD. In that regard, the Developer shall be entitled to construct Chancey Road in increments in connection with the ongoing development of the MPUD. In the event that one thousand (1,000) residential units located north of S.R. 56 have been platted within the MPUD and the design and construction of Chancey Road has not been completed, then Developer shall be required to post Security in an amount equal to 125% of the Cost Estimate for completing construction of the portion of the roadway not yet completed. Such Security shall be maintained in full force and effect until Chancey Road is completed within the MPUD.

d. Frontage Roads. Design and construct two (2) lanes (2-way) of frontage road along or within both the northern and southern boundaries of the S.R. 56 right-of-way, including reverse frontage roads, to the extent located within the boundaries of the MPUD. Subject to the terms of this paragraph, the location of all said frontage roads shall be determined by Developer in its discretion, subject to County and FDOT access management requirements as may be modified in accordance with the County's Access Management Ordinance and FDOT access management regulations, and subject to the requirements of other applicable permitting agencies. The location of any frontage roads which are adjacent to any park lands to be dedicated to the County shall be located within the right-of-way for S.R. 56 for that portion of the common boundary between said park lands and the right-of-way for S.R. 56, unless the County Parks Department agrees to allow the frontage roads within the park lands. Any frontage roads connecting at the eastern and western boundary of the MPUD will be in such location as aligns with the frontage road that then exists or has been permitted within the adjacent property at the applicable boundary of the MPUD. If no frontage road has been constructed or permitted within the applicable adjacent property, then the Developer may determine the location of the frontage road within the MPUD, subject to County and FDOT access management requirements as may be modified in accordance with the County's Access Management Ordinance and FDOT access management regulations, and subject to the requirements of other applicable permitting agencies. If there is a conflict between competing pending permitting applications for frontage roads within adjoining properties, and the affected property owners and County are unable to resolve such conflict, then such conflict shall be resolved by locating the frontage road within the S.R. 56 right-of-way. Any such frontage roads which are located within the right-of-way for S.R. 56 shall be designed in accordance with roadway sections which are mutually agreeable to both FDOT and the Developer. Any such frontage roads which are located outside of the right-of-way for S.R. 56 shall be designed and constructed to include a single 24-foot wide paved section with two (2) 12-foot wide (2-way) travel lanes. Such design and construction shall be completed in four (4) increments which correspond to the four (4) quadrants created by the intersection of S.R. 56 and Wyndfields Boulevard. Design and construction of the frontage road within each quadrant within the MPUD shall occur as determined by the County at the time of preliminary/construction plan approval to be necessary to serve commercial and office development

within each quadrant (or residential development in each quadrant in the event the commercial or office in any such quadrant is traded-off pursuant to paragraph Paragraph 8.b.) ~~within each quadrant,~~ but in any event shall be completed or secured by the posting of Security in the form specified in Paragraph 9.a., below, prior to issuance of the first building permit for commercial and/or office development within such quadrant (or residential development within such quadrant in the event the commercial or office in any such quadrant is traded-off pursuant to paragraph Paragraph 8.b.) ~~within such quadrant;~~ provided, however, that if the frontage road associated with a particular quadrant has not been designed at the time that the preliminary plan for the residential village within such quadrant that will be served by such frontage road is submitted to the County for approval, then such frontage road shall be designed at such time and shown on such preliminary plan. In any event, however, and notwithstanding other customary County residential platting requirements, no Security or other form of bond shall be required as to any frontage road shown on the preliminary plan or final plat for such residential village, in recognition that the associated Security is required in connection with the commercial and office development within such quadrant (or residential development within such quadrant in the event the commercial or office in any such quadrant is traded-off pursuant to paragraph Paragraph 8.b.) ~~within such quadrant.~~ However, the County may require dedication of right-of-way for the frontage road in connection with the preliminary plan or final plat for such residential village.

e. Wyndfields Boulevard Southern Segment. Design four (4) lanes and construct the first two (2) contiguous lanes of the Wyndfields Boulevard ~~south from S.R. 56 to the southern boundary of the MPUD.~~ Southern Segment as an offset roadway. Such design and construction obligation shall be completed in increments as ~~as~~ determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval. ~~—~~In the event that: ~~—(i) Hillsborough County or the City of Tampa has completed a roadway within Hillsborough County (the “Tampa Connector”) that connects to the southern boundary of the 554-acre property which lies immediately south of and contiguous to the MPUD and immediately north of and contiguous to Hillsborough County (the “Grimsley Property”); and (ii) a roadway has been completed within the Grimsley Property that connects the Tampa Connector to the MPUD at the southern terminus of Wyndfields Boulevard (the “Grimsley Connector”)~~ (A) Beardsley Drive is completed from west of the Livingston MPUD to Morris Bridge Road, and the Livingston Connector is completed, connecting to such Beardsley Drive connection, or (B) Oldswood Avenue is completed from west of the Livingston MPUD to Morris Bridge Road, and the Livingston Connector is completed, connecting to Oldswood Avenue, then such design and construction of ~~said southern segment of the~~ Wyndfields Boulevard Southern Segment pursuant to this paragraph shall be completed within eighteen (18) months after the completion of both the ~~Tampa~~ Livingston Connector and the ~~Grimsley~~ Morris Bridge Road Connector, Beardsley Drive or Oldswood Avenue, as described above, regardless of the number of units platted within the MPUD. In the event that: (a) three hundred seventy-five (375) residential units located south of S.R. 56 have been platted within the MPUD, (b) the construction of the ~~Grimsley~~ Livingston Connector has been completed, and (c) the design and construction of ~~said southern segment of the~~ Wyndfields Boulevard Southern Segment has not been completed, then Developer shall be required to post, prior to approval of additional plats south of S.R. 56, Security equal to 125% of the Cost Estimate for completing construction of the portion of the ~~southern segment of~~ Wyndfields Boulevard Southern Segment not yet completed. Such Security shall be maintained in full force and effect until the Wyndfields Boulevard Southern Segment is completed.

f. Related Improvements. The foregoing improvements shall include, at the Developer's sole expense, all shoulders, striping, signage, signalization, medians, guardrails, handrails, multi-modal paths, sidewalks, mass transit stops, and other roadway appurtenances, all as determined by the County, FDOT and other applicable permitting agencies to be necessary during the design and permitting of such improvements; provided, however, that the Developer shall not be required to duplicate bike lanes, sidewalks and multi-use paths within the frontage roads required along S.R. 56, on the one hand, and within the S.R. 56 right-of-way, on the other hand, or other similar duplicative roadway sections.

g. Access Improvements. In addition to the foregoing, the Developer, and its successors and assigns, shall be responsible, at no cost to the County, for the design, permitting and construction of access improvements for the portions of the Project necessitating such improvements, as determined by the County and FDOT at the time of preliminary/construction plan approval and/or the time of issuance of access permits for the Project. All access improvements, signalization, number of access points and spacing of access points, including those shown on the MPUD Master Plan, shall be subject to County and FDOT approval and compliance with the provisions of the FDOT and the County's access management regulations.

6. S.R. 56 PROJECT.

a. Generally.

(i) As material consideration for the County's granting of certain entitlements and ~~traffic~~transportation concurrency vesting to the Developer, as set forth in the MPUD Conditions of Approval and this Agreement, Developer has agreed, in addition to the other obligations in this Agreement, to facilitate the alignment, design, construction and dedication of S.R. 56 through the MPUD and beyond the western and eastern boundaries of the MPUD, as more specifically set forth in this ~~paragraph.~~Paragraph 6. In order to enable the Developer to accomplish the commitments made by the Developer in this Agreement, the County agrees to work with the Developer in a manner specifically set forth below. ~~All of Developer's obligations set forth in Paragraph 6 shall be at Developer's sole cost and expense, and are not impact fee creditable; provided, however, in the event that: (a) the Developer is required to construct any portion of S.R. 56 within the Wesley Chapel Lakes DRI and (b) the County recovers or receives from the developer(s) of the Wesley Chapel Lakes DRI monies in lieu of the construction obligations of such DRI for the same portion of S.R. 56 constructed by Developer, then the County agrees, within sixty (60) days of receipt or recovery of such monies to reimburse the Developer, or the entity financially responsible for the construction of S.R. 56 within the Wesley Chapel Lakes DRI (as determined by the County), for the Developer's construction costs of S.R. 56 within the Wesley Chapel Lakes DRI. The amount of such reimbursement shall be the lesser of: (a) the actual reasonable construction costs (not including design, permitting, financing, security and other "soft" costs) incurred for the portion of S.R. 56 within the Wesley Chapel Lakes DRI, as determined by the County based on construction contracts and receipts submitted to the County, or (b) the amount of construction monies actually received or recovered by the County for the portion of S.R. 56 within the Wesley Chapel Lakes DRI constructed by Developer.~~

(ii) All of Developer's obligations set forth in this Paragraph 6 shall be at Developer's sole cost and expense, and are not impact fee creditable; provided, however, in the event that the Developer is required under this Paragraph 6 to design, permit and/or construct the WCL S.R. 56 Eastern Segment, then the County agrees to use good faith efforts to collect upon the performance guarantee posted by the WCL Developer on account of the WCL S.R. 56 Eastern Segment to reimburse the Developer for all sums actually and reasonably expended by the Developer for design, permitting and construction of the WCL S.R. 56 Eastern Segment ("Reimbursable Costs"). In the event the Developer is required under this Paragraph 6 to design, permit and/or construct the WCL S.R. 56 Eastern Segment, then the County shall obtain an assignment from the WCL Developer of, and assign to the Developer, for the Developer's use in connection with the design, permitting and/or construction of the WCL S.R. 56 Eastern Segment, as applicable, all plans, permits and pending permit applications prepared by or on behalf of the WCL Developer with respect to the WCL S.R. 56 Eastern Segment.

~~b. PD&E Study. In order to minimize wetland impacts and expedite the completion of S.R. 56 from County Road 581 east to U. S. 301, the Developer shall cause to be prepared, funded and completed a single, unified revised PD&E alignment study of S.R. 56 from Wesley Chapel Lakes Boulevard west of the MPUD, east to U.S. 301 beyond the eastern boundary of the MPUD, including any studies or analysis determined by FDOT to be necessary to complete such study (collectively, the "PD&E Study"). The County acknowledges and agrees that the PD&E Study application will proceed more expeditiously if the property owners for the Wesley Chapel Lakes MPUD, Zephyr Egg property and the Thomas Ranch property (each anticipated to be affected by the S.R. 56 alignment and collectively, the "S.R. 56 Project Owners") agree to the relocation of S.R. 56 as contemplated by the PD&E Study application. As such, the County agrees to use its best efforts to work with the Developer and the S. R. 56 Project Owners to obtain such cooperation on or before December 31, 2005, and Developer agrees to notify the County when such efforts are necessary. In any event, the Developer agrees to commence the PD&E Study by December 31, 2005, and to complete the PD&E Study by September 30, 2006. The Developer shall be eligible to request extension for the completion of the PD&E Study, subject to approval by the County, upon Developer's demonstration of good faith effort on the part of Developer to complete the PD&E Study and delay caused by matters beyond the Developer's reasonable control. However, any extension beyond those allowed by Section 11.w. of this Agreement shall require an amendment of this Agreement. The Developer shall submit to the County for the County's review the proposed PD&E Study application concurrent with submitting the same to any other reviewing agencies. The County shall review and provide any comments to the PD&E Study application within thirty (30) days of receipt thereof, failing which the County shall be deemed to have agreed to its submittal by the Developer to the reviewing agencies; provided, however, the County may continue, after such thirty (30) day review period, to make comments on the PD&E Study application to the reviewing agencies. The PD&E Study, which was completed by the Developer and approved by the County, FDOT and FHA, establishes the alignment of S.R. 56 from Wesley Chapel Lakes Boulevard (west of the MPUD) east to U.S. 301 (beyond the eastern boundary of the MPUD).~~

~~c. S. R. 56 Improvements. Subject to the PD&E Study being approved by the Florida Department of Transportation ("FDOT") and all other applicable agencies, and subject to the County obtaining the necessary right-of-way for construction of S.R. 56, together with all necessary temporary construction easements, stormwater ponds, wetland mitigation areas, and flood plain~~

~~compensation areas within the Wesley Chapel Lakes DRI, then the~~ The Developer shall complete the design and permitting of the portion of S.R. 56 from the western boundary line of the MPUD to Wyndfields Boulevard (the “**Wyndfields S.R. 56 Western Segment**”) and the portion of S.R. 56 from Wyndfields Boulevard to the eastern boundary line of the MPUD (the “**Wyndfields S.R. 56 Eastern Segment**”) in accordance with the PD&E Study and other FDOT requirements and as otherwise required by this Agreement by December 31, 2011. The Developer shall design the ~~associated segment of S.R. 56 (defined below)~~ Wyndfields S.R. 56 Western Segment and the Wyndfields S.R. 56 Eastern Segment (collectively, the “**S.R. 56 Improvements**”) and, if required by subparagraph (ii) below, the WCL S.R. 56 Eastern Segment as a four (4) lane divided roadway expandable to six (6) lanes, with a wide median (at least 74 feet wide unless otherwise approved by FDOT) to allow the addition of two (2) interior lanes after four (4) lanes of the roadway have been constructed, for an ultimate six (6) lane roadway, and the Developer shall construct two (2) contiguous lanes as an offset roadway. ~~Such, in accordance with and subject to the provisions of subparagraphs (i), (ii) and (iii) below. The foregoing shall not obligate the County to construct the additional four (4) lanes of S.R. 56. Developer’s~~ construction obligations shall include, at the Developer’s sole expense, all shoulders, striping, signage, signalization, medians, guardrails, handrails, multi-modal paths, sidewalks, mass transit stops, and other roadway appurtenances, all as determined by the County, FDOT and other applicable permitting agencies to be necessary during the design and permitting of such improvements; provided, however, that no duplication of such improvements shall be required within the S.R. 56 right-of-way, on the one hand, and any frontage roads required to be constructed along S.R. 56, on the other hand. The foregoing design and construction obligations shall be completed ~~as to the associated segment on or before the applicable deadline set forth in subparagraphs (i) and (ii), below~~ in accordance with the following requirements:

(i) WCL Developer Completes Timely the WCL S.R. 56 Eastern Segment. If the WCL Developer completes the construction of the WCL S.R. 56 Eastern Segment by June 30, 2015, as required by the WCL Development Agreement, then the Developer shall complete the construction of the Wyndfields S.R. 56 Western Segment by December 31, 2015.

~~i. In a location determined by the PD&E Study as approved by the FDOT from Meadow Pointe Boulevard outside of the MPUD east to Wyndfields Boulevard within the MPUD, prior to December 31, 2008, or within eighteen (18) months after completion of construction of S.R. 56 from the west to Meadow Pointe Boulevard’s eastern boundary, whichever is earlier; and~~

(ii) WCL Developer Does Not Timely Commence Construction of WCL S.R. 56 Eastern Segment. If the WCL Developer does not commence construction of the WCL S.R. 56 Eastern Segment by December 31, 2014 (which date is six (6) months prior to the June 30, 2015 date required for the WCL Developer to complete the WCL S.R. 56 Eastern Segment pursuant to the WCL Development Agreement), then: (i) the Developer shall complete the construction of the WCL S.R. 56 Eastern Segment by the later of March 31, 2016, or the date which is twenty-seven (27) months after the County acquires all of the SCL S.R. 56 Eastern Segment ROW (defined below), and (ii) the Developer shall complete the construction of the Wyndfields S.R. 56 Western Segment by the later of June 30, 2016, or the date which is thirty (30) months after the County acquires all of the WCL S.R. 56 Eastern Segment ROW. In the event that the Developer is required to construct the WCL S.R. 56 Eastern Segment pursuant to this subparagraph and the County recovers, receives or has available to it monies from the WCL Developer (or from any performance guarantee posted by the WCL Developer pursuant to the WCL Development Agreement) on account of the WCL

Developer's failure to timely construct the WCL S.R. 56 Eastern Segment as required by the WCL Development, then the County agrees, within thirty (30) days of receipt, recovery or availability to the County of such monies, to reimburse the Developer for the Reimbursable Costs. As used in this Paragraph 6, the term "WCL S.R. 56 Eastern Segment ROW" shall mean all necessary right-of-way within the Wesley Chapel Lakes DRI for construction of the WCL S.R. 56 Eastern Segment in the location determined by the PD&E Study, together with all necessary temporary construction easements, stormwater ponds, conveyance swales, distribution areas, wetland mitigation areas, and flood plain compensation areas within the Wesley Chapel Lakes DRI, as further described in Paragraph 7.j below. In agreeing with the County to the provisions of this subparagraph 6.c.(ii) and related provisions of this Agreement, the County and the Developer are relying upon the commitments made by the WCL Developer to the County and the Developer under the WCL Development Agreement with respect to the funding of construction of, and completion deadlines for the WCL S.R. 56 Eastern Segment. The County acknowledges that any extension of the WCL Developer's commitments will materially impair Developer's construction commitments to the County as set forth in this subparagraph 6.c.(ii). However, notwithstanding anything to the contrary set forth in this Agreement, if the June 30, 2015 under the WCL Development Agreement for completion of construction of the WCL Eastern Segment is extended for any reason, then all dates in this subparagraph 6.c.(ii) and in subparagraph 6.c.(iv) for completion of construction of the Wyndfields S.R. 56 Western Segment and the Wyndfields S.R. 56 Eastern Segment shall be extended automatically for an equivalent amount of time.

~~ii. ——— From Wyndfields Boulevard east to the eastern boundary of the MPUD prior to December 31, 2010; provided, however, that the County shall have the right to require the Developer to complete such section of S.R. 56 by December 31, 2009 if the County determines that such early completion will facilitate earlier construction of S.R. 56 from the eastern boundary of the MPUD east to Morris Bridge Road, and provided further that the County so notifies the Developer in writing on or before June 30, 2008 of the County's election to accelerate such obligation.~~

(iii) WCL Timely Commences But Does Not Timely Complete Construction of Construct WCL S.R. 56 Eastern Segment, or County Does Not Timely Acquire WCL S.R. 56 Eastern Segment ROW. If the WCL Developer commences construction of the WCL S.R. 56 Eastern Segment, but does not complete construction of the WCL S.R. 56 Eastern Segment by June 30, 2015 as required by the WCL Development Agreement, or if by December 31, 2014, the County does not either acquire the WCL S.R. 56 Eastern Segment ROW or adopt a Resolution of Necessity to acquire the WCL S.R. 56 Eastern Segment ROW by eminent domain, then the Developer shall not have any construction obligations as to the WCL S.R. 56 Eastern Segment, and the Developer shall complete the construction of the Wyndfields S.R. 56 Western Segment within twenty four (24) months after the County or a third party completes the WCL S.R. 56 Eastern Segment.

~~The foregoing completion dates, and the December 31, 2008 completion date set forth in Paragraph 5.b., above with respect to the design and construction of the northern segment of Wyndfields Boulevard from S.R. 54 to S.R. 56 shall be extended for such period of time as the County is delayed beyond December 31, 2006 in obtaining the right of way within the Wesley Chapel Lakes DRI necessary for the construction of S.R. 56 in the location as determined by the PD&E Study and as approved by FDOT, and all associated right of way acquisitions as more fully described in Paragraph 7.j. below. For example only, if the County does not obtain such right of way until June 30, 2007, then the Developer's obligations under this Paragraph 6.c., and Paragraph 5.b., above shall~~

~~be extended for a period of six (6) months. Notwithstanding the preceding, in the event the County has not acquired all of the required right of way outside the Wyndfields MPUD for the improvements set forth in this Paragraph 6.c., or adopted a Resolution of Necessity to acquire such right of way by eminent domain, by December 31, 2009, then Developer shall be relieved of its obligation to design and construct any portion of S.R. 56 within the Wesley Chapel Lakes DRI. In that event, Developer shall design four (4) lanes and construct two (2) lanes of S.R. 56 from the western boundary of the MPUD east to the eastern boundary of the MPUD prior to December 31, 2010.~~

(iv) Wyndfields S.R. 56 Eastern Segment. The Developer shall complete the construction of the Wyndfields S.R. 56 Eastern Segment by the earlier of the following dates (but in no event earlier than December 31, 2016): (A) the recordation of the plat for the 1,000th residential dwelling unit within the Project, or (B) the date by which the County requires the developer of the Zephyr Egg property to the east of Wyndfields (“**Zephyr Egg Project**”) to complete the construction of S.R. 56 from ~~the eastern boundary of the MPUD~~ east to the next logical terminus point as determined by FDOT (the "**Zephyr Egg S.R. 56 Segment**"). In that regard, the County shall give the Developer at least eighteen (18) months' prior notice of the required completion date of the Zephyr Egg S.R. 56 Segment, and the Developer shall post Security for 125% of the Cost Estimate for the Wyndfields S.R. 56 Eastern Segment one (1) year prior to such required completion date. Notwithstanding the foregoing, in the event that the Developer cannot obtain a permit from FDOT for construction of the Wyndfields S.R. 56 Eastern Segment due to FDOT policy regarding state road terminus points, then the Developer's permitting and construction obligations as to the Wyndfields S.R. 56 Eastern Segment shall be extended until eighteen (18) months after FDOT issues a construction permit for the Wyndfields S.R. 56 Eastern Segment. Developer shall coordinate the design and permitting of the Wyndfields S.R. 56 Eastern Segment with the owners/developers of the Zephyr Egg Project to ensure that S.R. 56 from Wyndfields Boulevard to the terminus of the Zephyr Egg S.R. 56 Segment is designed and permitted as a unified roadway segment, subject to and in accordance with the previously approved PD&E Study from S.R. 56, and other FDOT requirements.

(v) Preliminary/Construction Plan Approval of Parcels within MPUD. Notwithstanding the deadlines set forth in subparagraphs (i), (ii), (iii) and (iv) above, but subject to ~~the caveat set forth in the last sentence of subparagraph (iv) above,~~ the County may require earlier construction of ~~any portion of S.R. 56 within the MPUD that is~~ the Wyndfields S.R. 56 Western Segment and the Wyndfields S.R. 56 Eastern Segment as determined by the County to be necessary to serve adjacent parcels within the MPUD at the time of preliminary/construction plan approval. In that regard, the Developer shall be entitled to construct the Wyndfields S.R. 56 Western Segment and the Wyndfields S.R. 56 Eastern Segment in increments in connection with the ongoing development of the MPUD (subject to the applicable deadlines set forth in subparagraphs (i), (ii), (iii) and (iv) above).

(vi) Security for WCL S.R. 56 Eastern Segment and Wyndfields S.R. 56 Western Segment. In any event, and notwithstanding any other time periods or dates set forth elsewhere in this Agreement, as a condition to the County's approval of the first residential plat within the MPUD (or Development Review Committee approval of the first residential construction plan within the MPUD where no plat is required by the terms of the LDC), the Developer must post Security in an amount equal to 125% of the Cost Estimate for completing construction of the portion of the Wyndfields S.R. 56 Western Segment not yet completed; but in any event, the Developer shall

post such Security by June 30, 2014 if subparagraph 6.c.(i) applies or otherwise one (1) year prior to the applicable completion date deadline determined by subparagraphs 6.c.(ii) and (iii) above. In addition, if the Developer is completing construction of the WCL S.R. 56 Eastern Segment pursuant to the other provisions of this Agreement, then the Developer shall deliver to the County, as a condition to commencing construction work within the WCL S.R. 56 Eastern Segment ROW, a performance and payment bond of the Developer's contractor, which shall name both the County and the Developer as benefited parties thereunder, or other acceptable form of security in an amount equal to the estimated cost to complete the WCL S.R. 56 Eastern Segment based on the construction contract entered into between the Developer and the Developer's contractor for such portion of roadway, and otherwise be in form and substance acceptable to the County. Except to the extent returned or reduced as provided above, any Security posted under this subparagraph shall be maintained in full force and effect until the WCL S.R. 56 Eastern Segment and the Wyndfields S.R. 56 Western Segment, as applicable, are completed.

7. OTHER REQUIREMENTS RELATED TO THE IMPROVEMENTS.

a. Design and Permitting. The Developer shall design and permit the Roadway Improvements in accordance with the terms of this Agreement. The Roadway Improvements shall be designed consistent ~~with the, as~~ applicable, with the PD&E Study ~~for each roadway~~ and with the design criteria of the County and FDOT (for S.R. 56) for roads in the applicable class (*i.e.*, urban, suburban, rural, collector, arterial, etc.). The construction contractors to be used by the Developer to complete the Roadway Improvements shall be ~~a contractor~~ contractors of good standing and licensed to practice in Pasco County and shall be selected by the Developer based on Developer's selection criteria.

b. Design and Construction Requirements. All design, permitting, and construction for the Roadway Improvements which are designated as County roads shall be in accordance with the standards of the County, and all design, permitting, and construction for the Roadway Improvements which are designated as State roads shall be in accordance with the standards of the State and the County to the extent consistent, and in accordance with State standards to the extent of any conflict. Construction plans shall comply with the applicable County and FDOT standards and shall include but not be limited to cross-sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate location(s) of drainage inlets and roadway facilities. All wetland and flood plain impacts and compensation shall be included in the design and indicated on the plans. For purposes of the Agreement, the term "complete" or "complete construction" of any roadway shall mean that the roadway has been accepted by the County or FDOT for maintenance, and any required maintenance guarantee has been delivered to the County or FDOT.

c. Roadway Drainage Facilities. Roadway drainage facilities, either onsite or offsite, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the routes of the Roadway Improvements, shall be owned, operated and maintained by the County or FDOT, as applicable, subsequent to the expiration of the one (1) year maintenance guarantee period as set forth herein, and shall be designed, permitted and constructed in accordance with Paragraph 4.g., above. If the drainage facilities for the Roadway Improvements are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Roadway Improvements, all such drainage facilities shall

remain owned by the underlying landowner (including the Developer where applicable), and operation and maintenance of same shall be the responsibility of the respective underlying landowner, or another County-approved responsible entity designated by such owner (e.g., homeowner's association, property owner's association, or community development district). The underlying landowner shall be responsible for the design, permitting and construction of all such commingled or combined drainage facilities in accordance with Paragraph 4.g., above, unless otherwise approved by the County or unless the Developer elects to be responsible, in which event approval by the County shall not be required. Appropriate easements to the County and/or FDOT, as applicable, shall be provided on all lands owned by the Developer with respect to the Roadway Improvements, so that the County and/or FDOT has the ability to maintain the facilities associated with the Roadway Improvements in the event the Developer defaults on its obligation to maintain the facilities. The County and/or FDOT, as applicable, shall determine whether roadway drainage facilities may be commingled or combined in accordance with this paragraph; provided, however, roadway drainage facilities shall not be commingled or combined for S.R. 56 unless specifically approved by FDOT.

d. Wetland and Flood Plain Mitigation. In the event that the permitted wetland and/or flood plain mitigation area(s) for the impacts associated strictly with the 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 flood plain mitigation areas related to the Roadway Improvements are commingled/combined with wetland and flood plain mitigation areas of the Project or any other facilities or developments, all the wetland and flood plain mitigation areas shall be permitted, owned, operated and maintained by the underlying landowner (including the Developer, where applicable) ~~or another County-approved responsible entity designated by such owner (e.g., homeowner's association, property owner's association, or community development district).~~ Appropriate easements shall be provided to the County and/or FDOT, as applicable, for the wetland and flood plain mitigation areas owned by the Developer associated with the Roadway Improvements, so that the County and/or FDOT has the ability to maintain the facilities in the event Developer defaults on its obligation to maintain the facilities. The County and/or FDOT, as applicable, shall determine whether wetland and floodplain mitigation facilities may be commingled or combined in accordance with this paragraph; provided, however, wetland and flood plain mitigation facilities shall not be commingled or combined for S.R. 56 unless specifically approved by FDOT.

e. County/FDOT Review and Approval of Design. With respect to S.R. 56, the Developer shall complete and submit thirty (30), sixty (60), ninety (90), and one hundred (100) percent design plans, or as otherwise may be approved in writing by the County and FDOT, for Roadway Improvements to the County's designated project manager and to FDOT for review and approval. With respect to Wyndfields Boulevard and Chancey Road, the Developer shall complete and submit one hundred (100) percent design plans, or as otherwise may be approved in writing by the County, for Roadway Improvements to the County's designated project manager for review and approval. Any reviews and approvals by the County shall be completed by the County within thirty (30) days of submission by Developer of complete and correct documents to the County. The County shall make a completeness review and notify Developer if not complete and correct within

five (5) business days of receipt of the submission by Developer. The Developer may disregard any County comment made after the thirty (30) day review period, unless such comment is necessary to ensure compliance with this Agreement or is based upon minimum FDOT or County standards which have been codified or adopted by the applicable governing body at the time of submission. Any comments from the County made with respect to its review of the thirty (30), sixty (60), and ninety (90) percent design plans for S.R. 56 may be addressed by the Developer on its next submittal of plans to the County and, therefore, shall not prevent the Developer from proceeding with its design while the County completes its review. The Developer shall provide at the time of one hundred (100) percent design and right-of-way plan submission for each of the Roadway Improvements, or sooner if ~~required to post Security~~ required by this Agreement to post Security, an estimate of the cost of constructing the Roadway Improvements including inspection costs, which shall be certified by an engineer duly registered in the State of Florida, and approved by the County (the “**Cost Estimate**”). All plans, once accepted by the County or FDOT, shall become the property of the County or FDOT.

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

g. County Cooperation. The County shall, upon Developer’s request, cooperate with the Developer in processing permit applications, ~~including, without limitation, acting as co-applicant as to the PD&E Study and promoting and sponsoring the same~~, and the Developer agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the 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 or contractors selected by 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 or contractors selected by Developer, the County and FDOT in no way assume or share any of the responsibility or liability of the Developer or its consultants, contractors, or registered professionals (architects and/or engineers) under this Agreement. All work covered under this Agreement shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The County and FDOT will review the Developer's submittals, although detailed checking will not necessarily be done. The Developer remains solely responsible for the work and is not relieved of that responsibility by review comments.

i. Utilities Relocation. The Developer shall coordinate the relocation of any utilities' infrastructure in conflict with the Roadway Improvements. Relocation of any utilities infrastructure which is in conflict shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, Florida Statutes. The County agrees upon request of Developer to cooperate with the Developer in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, Florida Statutes, in a timely manner. However, under no circumstances shall the County incur any expenses for the relocation of such utilities, and if the owner of such utilities fails to remove the utilities at the request of the

County, the Developer shall bear the expense of the utility relocation, which expense shall not be eligible for impact fee credits.

j. Right-Of-Way Acquisition. In order to facilitate the successful completion by the Developer of its obligations under Paragraph 6, above, the County agrees to use its best efforts to obtain right-of-way, easements or donations necessary for the construction of the ~~portion of the S.R. 56 Improvements outside the Wyndfields MPUD~~ WCL S.R. 56 Eastern Segment in the location determined by the PD&E Study, which shall include, at a minimum, all right-of-way and easements necessary for Developer to satisfy its construction obligations ~~for the portion of the S.R. 56 Improvements outside the Wyndfields MPUD~~ set forth in this Agreement for the WCL S.R. 56 Eastern Segment. The County acknowledges and agrees that the County has the right, pursuant to certain pre-existing development agreements (including the WCL Development Agreement), zoning conditions, and/or development of regional impact conditions, to require the ~~Wesley Chapel Lakes project owners~~ WCL Developer to dedicate land for the right-of-way and associated drainage, wetland mitigation and flood plain compensation improvements associated with the ~~portion of the WCL S.R. 56 Improvements in the Wesley Chapel Lakes DRI~~ Eastern Segment. As such, the County shall, in good faith, utilize and pursue its rights under such pre-existing conditions and agreements and/or its other rights and powers to obtain the necessary dedications and donations, exercising its condemning authority if necessary, to enable the Developer to complete the ~~portion of the WCL S.R. 56 Improvements outside the Wyndfields MPUD~~ Eastern Segment at the time intended by the terms of this Agreement. The Developer shall cooperate in good faith with the County's efforts in that regard. In the event the County is not able to timely obtain such required right-of-way and/or easement dedications and donations, Developer's sole remedies shall be the extension of its required time frames and/or the elimination of Developer's obligations to design and construct the ~~portion of the S.R. 56 Improvements outside the Wyndfields MPUD~~ Eastern Segment, both as provided in Paragraph 6.c.; above.

k. Tender Of Project Area. Upon issuance to the Developer or its contractor of an FDOT or County construction permit, project areas for the Roadway Improvements shall be deemed to be tendered to the Developer or its contractor, as applicable, and such entity shall be in custody and control of the project areas. The Developer or its contractor shall be responsible for providing a safe work zone for the public.

l. County and FDOT Observation. The County's and FDOT's personnel and authorized representatives reserve the right to inspect, observe, and materials test any and all work associated with the Roadway Improvements and shall at all times have access to the work being performed pursuant to this Agreement 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, 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 Roadway Improvements. The Developer shall be solely responsible for ensuring that the Roadway Improvements are constructed in accordance with the plans and specifications and required standards. Observations by the County, FDOT or their inspectors that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the Developer's requirements herein.

m. Right-of-Way. Prior to the County's or FDOT's acceptance of the applicable phase or segment of the Roadway Improvements, the Developer shall meet the applicable requirements of the County or ~~FDOT~~and FDOT and cause all right-of-way, including, where required by ~~paragraph~~Paragraph 7.c. and 7.d., right-of-way for drainage facilities, wetland and flood plain mitigation, to be conveyed to the County or FDOT, as applicable, in fee simple (or by easement in the case of commingled drainage facilities or wetland or flood plain mitigation), free of financial encumbrances or other encumbrances which restrict its use for road purposes.

n. Construction Requirements. During the construction phase of the applicable segment of the Roadway Improvements, the Developer shall:

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

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

(iii) ~~iii. The Developer and/or its construction contractor(s), shall be~~ Be responsible for supervising and inspecting the construction of the Roadway Improvements and ~~shall be responsible~~ for ensuring the accuracy of all reference points, grade lines, right-of-way lines, and field measurements associated with such construction.

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

(v) Require testing by an independent lab, acceptable to FDOT (for S.R. 56) and the County in accordance with FDOT standards (for S.R. 56) and the Pasco County Engineering Services Department testing specifications for construction of roads, storm drainage and utilities. Any failed tests shall be reported to FDOT (for S.R. 56) and the County Engineer immediately, and all test reports shall be provided on a quarterly basis to the County Engineer.

~~v.~~ (vi) Provide to FDOT (for S.R. 56) and the County copies of all design drawings, as-built drawings, and permits received for the Roadway Improvements, and such information shall become the property of FDOT and the County upon acceptance of the applicable roadway. All plans submitted to FDOT and the County shall include reproducible mylars and electronic files compatible with AutoCadd.

8. IMPACT FEES ~~AND CREDITS~~; CONCURRENCY.

a. Impact ~~Fee Credits~~ Fees. The Developer shall be assessed and pay transportation impact fees and shall be entitled to impact fee credits or reimbursements in accordance with the County's adopted Transportation Impact Fee Ordinance, as amended (the "**Impact Fee Ordinance**")

and this Agreement. Notwithstanding ~~any provision of the Impact Fee Ordinance to the contrary, and, further, notwithstanding that certain improvements required to be constructed by the Developer may be classified as off-site improvements, the Developer shall not receive any impact fee credits against transportation impact fees for the right-of-way donation, design, permitting and construction obligations set forth herein. The Developer shall pay transportation impact fees in accordance with the Impact Fee Ordinance.~~ the foregoing, in no event shall Developer be entitled to impact fee credits for the first two (2) lanes of the WCL S.R. 56 Eastern Segment, the Wyndfields S.R. 56 Western Segment, the Wyndfields S.R. 56 Eastern Segment, Wyndfields Boulevard or Chancey Road.

b. Concurrency. The County has determined that the Developer's agreements and obligations as set forth in this Agreement are sufficient to vest the MPUD for transportation concurrency purposes and for any traffic impact study requirements with 1,999 residential units, 185,000 square feet of commercial uses, and 41,000 square feet of office uses in the aggregate, or their aggregate equivalent in net external P.M. peak hour trip ends, to be developed within the MPUD through ~~December 31, 2015, the date which is ten (10) years from the date this Agreement is executed by the County,~~ provided the Developer continues to perform in accordance with the terms of this Agreement. Subject to applicable provisions of the Pasco County Comprehensive Plan, applicable Development of Regional of Impact (“**DRI**”) thresholds, and applicable requirements for MPUD modifications, the Developer may exchange land use entitlements, provided that the total net external P.M. peak hour trip ends generated by the foregoing vested entitlements is not exceeded, as evidenced by a certification of the Developer’s traffic engineer approved by the County based on the most current ITE trip generation tables, and provided that no exchange of land use entitlements shall relieve Developer of its obligations set forth in this Agreement, including, but not limited to, the obligations set forth in ~~paragraph~~Paragraph 5.d. Notwithstanding the requirements of Pasco County Resolution No. 04-203 and Section 402 of the ~~Land Development Code~~Pasco County LDC, each application by Developer for preliminary plan approval shall be processed by the County with no requirements for any additional transportation concurrency review, concurrency related traffic impact studies or for any additional ~~traffic~~transportation concurrency mitigation requirements. Any update by the Developer, filed to reflect the final alignment of the revised PD&E Study in the site plan filed for the MPUD, or any future modifications to the MPUD shall not divest the MPUD for the purposes of transportation concurrency nor subject the MPUD to future transportation impact analyses, provided any such update or future modifications do not increase the level of entitlements of this ~~Section 8(b)~~Paragraph 8.b. Should any future modification seek to increase such existing level of entitlements, the additional entitlements shall be subject to transportation concurrency review and new transportation impact analysis; provided that, in such event, the existing level of entitlements shall not be subject to the same transportation concurrency review and new transportation impact analysis. ~~Notwithstanding~~Notwithstanding the foregoing, the Developer and MPUD shall continue to be subject to access-related studies and improvements required by the Pasco County Access Management Ordinance or FDOT access management regulations, and the Developer and MPUD shall continue to be subject to other roadway and/or subdivision requirements of the Pasco County Land Development Code and Comprehensive Plan not specifically waived by this Agreement.

9. PERFORMANCE GUARANTEES BY DEVELOPER.

a. Completion Guarantee. Letter(s) of credit or surety bond(s) (collectively and alternatively, the “**Security**”) shall be posted in favor of, and provided to the County, in the amount of 125% of the County-approved Cost Estimate ~~for the PD&E Study on or before December 31, 2005, and in the amount of 125% of the County approved Cost Estimate of the S. R. 56 of the Wyndfields S.R. 56 Western Segment, the Wyndfields S.R. 56 Eastern Segment, and Wyndfields Boulevard Northern Segment Roadway~~ Improvements specified in ~~Paragraph 6.c., prior to the approval by the Pasco County Board of County Commissioners of the first final subdivision plat within the MPUD~~ Paragraphs 5 and 6 at the times specified therein. Security for Chancey Road and Wyndfields Boulevard Southern Segment, if necessary, shall be posted prior to the deadlines set forth in this Agreement. ~~The Security shall be acceptable to and approved by the County to guarantee performance of the PD&E Study and S.R. 56 Improvements, and all terms and conditions of this Agreement.~~ Failure to post, revise, update, and keep effective the required Security shall be considered a default of this Agreement, entitling the County to stop the issuance of building permits. The Security ~~shall be with a bank, surety, or other financial institution acceptable to the County~~ must be drawable upon demand upon an acceptable issuer/surety having a local office in Tampa Bay, Florida, or by facsimile if no local office is available, which is authorized to do business in the State of Florida, ~~and which has an “A” policy holder rating and a financial rating of at least Class VII in accordance with the most current of Best’s Key Rating Guide. The Security shall be in the amount of 125% of the amount secured and~~ the Security must be in a form acceptable to the County Attorney’s Office. ~~For the construction of the S.R. 56 Improvements, Developer shall post initial Security in the amount of 125% of the County approved Cost Estimate to complete design, permitting, and construction of such project. On~~ Developer shall be entitled, on each renewal date of the Security, to reduce the Security ~~may be reduced,~~ provided an updated Cost Estimate for the remainder of the applicable construction obligations is provided to and approved by the County, and provided that the Security is not reduced below 125% of the County-approved Cost ~~Estimates~~ Estimate for such remaining work.

b. Maintenance Guarantee. Upon completion of each portion of the Roadway Improvements, and final acceptance by the County and/or FDOT, the Developer and its construction contractor shall guarantee that all equipment furnished and work performed is free from defects in workmanship or materials for a period of ~~one~~ three (3) year years after final acceptance, and, if any part of the construction should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the County and/or FDOT. The Security may cover this guarantee, if they remain in place for a period of ~~one~~ three (3) year years after final acceptance in an amount equal to at least fifteen percent (15%) of the applicable construction contract amount and the Security specifically provides for this guarantee, or the Developer or its general contractors may post separate maintenance bonds acceptable to the County and/or FDOT to guarantee maintenance in accordance with this paragraph. This remedy for correction is a contractual obligation that is a cumulative, not exclusive remedy. Upon completion of construction of the ~~improvements~~ each portion of the Roadway Improvements and final inspection by the County and/or FDOT as being constructed in accordance with all appropriate contract documents and permit requirements, and upon the expiration of the required ~~one (1) year~~ maintenance guarantee period, the County shall be responsible for maintenance of the roadway and roadway drainage facilities which are not commingled/combined. Anything to the contrary notwithstanding, the three (3) year maintenance guarantee required by this paragraph shall be terminated and no longer required by the County if FDOT instead of the County accepts the

applicable Roadway Improvements for maintenance. In such event the Developer shall comply with the maintenance requirements of FDOT as to such Roadway Improvements.

10. INDEMNIFICATION AND INSURANCE.

a. Indemnification. For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer shall defend, hold harmless, and indemnify the County and FDOT and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the County or FDOT may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the Developer resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the Developer during the performance of this Agreement, any work under this Agreement, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the Developer's negligent maintenance of the property over which the Developer has control; or by reason of a judgment over and above the limits provided by the insurance required under this Agreement; or by any defect in the condition or construction of the Roadway Improvements, except that the Developer will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the County or FDOT or any of their agents or employees, unless such County or FDOT negligence arises from the County or FDOT review referenced in this Agreement. The Developer's obligation to indemnify, defend, and pay for the defense and trial of any damage claim or suit and any related settlement negotiations shall arise within seven (7) days of receipt by the Developer of the County's or FDOT's written notice of claim for indemnification to the Developer. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Paragraph 11.f. The Developer's obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the Developer's inability to evaluate liability or because the Developer evaluates liability and determines the Developer is not liable or determines the County or FDOT is solely negligent. Only a final adjudication judgment finding the County or FDOT solely negligent shall excuse performance of this provision by the Developer. If a judgment finding the County or FDOT solely negligent is appealed and the finding of sole negligence is reversed, the Developer shall be obligated to indemnify the County or FDOT for the cost of the appeal(s). The Developer shall pay all costs and fees related to this obligation and its enforcement by the County or FDOT. The Developer shall also include in its contract with its general contractors for the Roadway Improvements this indemnity provision, replacing the word Developer with the name of the contractor(s).

b. Insurance.

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

(1) During the term of this Agreement, the Developer shall require any engineers and/or general contractors providing work for the improvements to pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by

responsible companies authorized to transact business in the State of Florida which have an "A" policyholder's rating and a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide and which are satisfactory to the County and FDOT.

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

(3) All policies of insurance required by this Agreement shall require that the insurer deliver to the County and FDOT and the Developer thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the County, FDOT and the Developer, addressed to the parties as described in Paragraph 11.f., below. In the event of any reduction in the aggregate limit of any policy, the Developer shall require the engineers and/or general contractors to immediately restore such limit to the amount required herein.

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

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

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

(7) If the insurance coverage initially provided by the engineers and/or general contractors is to expire prior to completion of the work, the Developer shall require the

engineers and/or general contractors to provide renewal Certificates of Insurance on the County's form thirty (30) days prior to expiration of current coverages.

(8) Should the engineers and/or general contractors fail to maintain the insurance coverages required under this Agreement, the County may, require the Developer to procure and pay for such coverage at its own expense— if it is available. If the Developer fails to obtain such insurance within thirty (30) days of the County notifying Developer of the County's decision to require such insurance, then the County may terminate this Agreement for default (subject to the notice and grace period requirements of Paragraph 11.c.). 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 Agreement.

(9) All insurance policies that the Developer shall require the engineers and/or general contractors to obtain pursuant to this Agreement, other than Workers' Compensation and Employer's Liability Policy, shall specifically provide that the County, FDOT, and each of its elected officers, their employees, and agents shall be "additional insureds" under the policy and shall also incorporate a severability of interests provision. All insurance coverages required herein shall apply to all engineers' and/or general contractors' activities and any subcontractor's activities for the improvements without regard for the location of such activity.

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

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

- (a) Workers' Compensation: Florida statutory requirements.
- (b) Employer's Liability: \$1,000,000.00 each accident.

The Developer shall require the engineers and/or general contractors and contractor's insurance companies to waive its rights of subrogation against the County and their agents and employees.

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

- (a) General aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).

(b) Products— completed operations aggregate: Two Million and 00/100 Dollars (\$2,000,000.00).

(c) Bodily injury, including death (each person): One Million and 00/100 Dollars (\$1,000,000.00).

(d) Bodily injury, including death (each occurrence): Two Million and 00/100 Dollars (\$2,000,000.00).

(e) Property damage (each occurrence): One Million and 00/100 Dollars (\$1,000,000.00).

(f) Personal and advertising injury (each occurrence): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

(g) Fire damage (any one (1) fire): Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

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

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

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

(4) 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 Three Million and 00/100 Dollars (\$3,000,000.00) for each occurrence.

(5) 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.

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

11. GENERAL PROVISIONS.

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

b. Default.

(i) If the Developer fails to meet any of the time frames set forth herein for the Dedications or Roadway Improvements, unless extended pursuant to this Agreement, then it shall be considered a default of this Agreement entitling the County to make a claim and collect on the entire performance guarantees required by Paragraph 9.a. (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 said default, the issuance of building permits, plats and other development approvals shall cease until the default has been cured to the reasonable satisfaction of the County. The Developer agrees that it will acquire no vested rights in any development approval, plat or permit issued while there exists an uncured event of default of this Agreement, and acknowledges and agrees that the County has the right to revoke any development approval, plat or permit issued after an uncured event of default of this Agreement.

(ii) In addition, the Developer acknowledges that, in the event of an uncured Developer default hereunder, the County has the right to allow third parties to construct the Wyndfields S.R. 56 Western Segment, the Wyndfields S.R. 56 Eastern Segment, Wyndfields Boulevard Southern Segment and/or Oldswood Avenue within the Oldswood Designated Areas, and to utilize the plans and permits therefor (and, upon such an uncured default, the Developer will be deemed to have assigned the plans and permits to the County), and the County shall have the right to utilize and make available to a third party all such permits and plans for the purpose of enabling such third party to complete such improvements. In addition, in the event of such an uncured Developer default, at the County's request, the Developer shall immediately assign to the County all construction contracts, plans and permits relating to the Wyndfields S.R. 56 Western Segment, the Wyndfields S.R. 56 Eastern Segment, the Wyndfields Boulevard Southern Segment and/or Oldswood Avenue within the Oldswood Designated Areas, as applicable.

c. Termination. After notice and grace period as hereinafter provided, the County may terminate this Agreement upon the Developer's failure to comply with the terms and conditions of this Agreement. The County shall provide the Developer with a written Notice of Termination, stating the County's intent to terminate and describing those terms and conditions with which the Developer has failed to comply. If the Developer has not remedied the failure or initiated good faith

efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter are not proceeding with due diligence to remedy the failure, the County may terminate this Agreement immediately without further notice and the Developer shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to County under Florida law, but it is in addition thereto.

d. Contracts. All contracts entered into for the 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 Agreement. The Developer shall monitor all contracts on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports submitted to County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The Developer shall cause all relevant provisions of this Agreement ~~in its entirety~~ to be included and made a part of any contract for the Improvements. The Developer agrees to include in all construction contracts a retainage clause providing that upon completion of all work the retainage will be reimbursed.

e. Certification. The Developer shall provide certification to the County, under the seal and signature of a registered professional engineer that ~~the Roadway~~ the Roadway Improvements have been constructed in accordance with County standards, FDOT standards (for S.R. 56), the contract documents, and this Agreement.

f. Notice. Whenever one (1) party gives notice to the other party concerning any of the provisions of this Agreement, including notice of termination, such notice shall be given by certified mail, return receipt requested. Said notice shall be deemed given when it is deposited in the United States mail with sufficient postage prepaid (notwithstanding that the return receipt is not subsequently received). Notices shall be addressed as follows: to the Developer at (i) Gunther Flaig, Schickedanz Bros. West, Inc., general partner for Schickedanz Bros.-Hammock Pines, Ltd., ~~P.O. Box 2197, New Port Richey, FL 34656, and (ii) Richard A. Costello, G. L. Homes Corporation, 777 South Harbour Island Boulevard, Suite 850, Tampa, Florida 33602~~ 7712 W. County Line Road, Odessa, FL 33556, and (ii) Richard Arkin, Pasco County Associates I, LLLP, 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, FL 33323; and to Pasco County c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, Suite 320, 7530 Little Road, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

g. Entire Agreement. This Agreement embodies and constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated herein, and this Agreement supersedes all prior and contemporaneous agreements, understandings, representations, communications, and statements, either oral or written, including, without limitation, the Original Roadway Agreement, provided, however, that nothing shall relieve the Developer of any development approval requirements or conditions previously imposed or authorized to be imposed under the County's Land Development Code or Comprehensive Plan for future permits required by the Developer, except as specifically waived herein.

h. Modification. Neither this Agreement, nor any portion hereof, may be waived, modified, amended, discharged, nor terminated, except as authorized by law pursuant to an instrument in writing, signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

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

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

k. 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.

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

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

n. Construction. The parties hereby agree that each has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguity should be realized in the construction or interpretation of this Agreement, the result of such ambiguity shall be equally assumed and realized by each of the parties to this Agreement. In the event of a conflict between this Agreement and the MPUD ~~conditions~~Conditions of ~~approval~~Approval relating to matters set forth in the Agreement, this Agreement shall govern.

o. Cancellation. This Agreement may be canceled by mutual consent of the parties to the Agreement.

p. Third Party Beneficiaries. FDOT shall be considered a third party beneficiary of this Agreement where FDOT is specifically identified; otherwise, nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

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

r. Nondiscrimination. The Developer will not discriminate against any employee employed in the performance of this Agreement or against any applicant for employment because of race, creed, color, handicap, national origin, or sex. The Developer shall insert a similar provision in all contracts for the Improvements identified herein.

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

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

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

v. Successors and Assigns. The terms of this Agreement shall run with the land and be binding upon the Developer and owners and their successors and assigns. The Developer and owners may assign this Agreement and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this Agreement, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. No such consent shall be required for an assignment, in whole or in part, to G.L. Homes of Florida II Corporation or any of its affiliates. Upon any such assignment, such assignee shall succeed to all the rights and obligations of assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. The County, at its option, may assume any of the rights and obligations of FDOT set forth in this Agreement.

w. Force Majeure. In the event the Developer's or County's performance of this Agreement is prevented or interrupted by consequent act of God, or of the public enemy, 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 Developer's or County's performance of this Agreement as reasonably determined by other party. This paragraph shall not apply to force majeure events caused by Developer or under Developer's control, or caused by the County or under County's control, as applicable. In the event that performance by the Developer or County of the commitments set forth in this Agreement shall be interrupted or delayed in connection with acquisition of necessary governmental permits or approvals for the construction of the 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 Agreement.

x. Effective Date. In accordance with Section 163.3239, Florida Statutes, the Clerk of the Circuit Court, Secretarial Services for the Board of County Commissioners, shall record this Agreement in the Public Records of Pasco County, Florida, and return this Agreement, as recorded, to the Pasco County Development Services Branch. The Pasco County Development Services Branch shall then send copies of this Agreement, as recorded, to the Florida Department of Community Affairs (“FDCA”), Schickedanz and PCA within fourteen (14) days after this Agreement has been recorded. This Agreement shall be effective on the date (“Effective Date”) which is thirty (30) days after it is received by FDCA.

~~[Signatures on following page]~~

Signature page immediately follows.]

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

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

By: _____
~~JED PITTMAN~~ PAULA S. O'NEIL,
~~CLERK~~ Clerk

By: _____, CHAIRMAN Pat
Mulieri, Ed. D., Chairman

Date: _____

WITNESSES:

SCHICKEDANZ BROS.-HAMMOCK PINES,
LTD., a Florida limited partnership
By: SCHICKEDANZ BROS. WEST, INC.,
a Florida corporation
Its: General Partner

By: _____

TITLE: _____

DATE Name: _____

Title: _____

Date: _____

WITNESSES:

PASCO COUNTY ASSOCIATES I, LLLP, a Florida
limited liability limited partnership
By: PASCO COUNTY I CORPORATION,
a Florida corporation
Its: General Partner

By: _____

Richard Arkin, Vice President

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, _____, as _____ of Schickedanz Bros. West, Inc., a Florida corporation, as the General Partner of Schickedanz Bros.-Hammock Pines, LTD., a Florida limited partnership, on behalf of the corporation and the limited partnership. He/she is personally known to me or who has produced _____ (type of identification) as identification.

Seal: _____

NOTARY

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ of _____, Richard Arkin as Vice President of Pasco County I Corporation, a Florida corporation, as the General Partner of Pasco County Associates I, LLLP, a Florida limited liability limited partnership, on behalf of the corporation and the limited liability limited partnership. He is personally known to me or who has produced _____ (type of identification) as identification.

Seal: _____

NOTARY

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

BY: _____
ATTORNEY