

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

THIS **AMENDED AND RESTATED DEVELOPMENT AGREEMENT (DA)** is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, ~~hereinafter called "COUNTY,"~~ and Long Lake Ranch, LLC, ~~(the "County"),~~ **Amprop General Investments, LLC ("Amprop") and Long Lake Ranch, LLC ("LLR LLC") (Amprop and LLR LLC also are referred to herein as "Developer(s)" or "Developer(s) of Record"),** for Long Lake Ranch Development of Regional Impact (DRI) No. 247, ~~hereinafter called "DEVELOPER."~~ **and Roy Nicholas Geraci, Jr.; Peter A. Geraci; N. Geraci & Co., Inc.; The Roy Nicholas Geraci, Jr. Childrens' Trust; The Peter A. Geraci Childrens' Trust; and LG Land, Cattle & Timber Company, Inc.; a Florida corporation (collectively the "Geracis" or the "Owners," as their interests may appear of record).**

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

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

**WHEREAS**, on February 24, 2004, the ~~COUNTY~~**County** approved a development order ~~(the "Original DO")~~ with conditions for **Development of Regional Impact (DRI)** No. 247 in response to an Application for Development Approval (ADA) for the DRI No. 247 on a parcel of real property in Pasco County, Florida, legally described in ~~Exhibit C of the Long Lake Ranch DO,~~ hereinafter called **"Exhibit A (the "Project,")**; and ~~attached hereto as Exhibit A; and~~

**WHEREAS**, ~~the Long Lake Ranch DO requires certain intersection improvements on S.R. 54 based upon results of the transportation analysis conducted in conjunction with the ADA; and~~

**WHEREAS**, ~~the Long Lake Ranch DO requires the DEVELOPER to enter into a DA with Pasco County for the right-of-way acquisition, design, and construction of Sunlake Boulevard prior to the first preliminary plan/preliminary site plan approval within the DRI; and~~

**WHEREAS**, ~~the MPUD Master Planned Unit Development Conditions of Approval for the Project require approval of a DA for that portion of Sunlake Boulevard extending through the Project at or prior to the first preliminary plan/preliminary site plan approval; and~~

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

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

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

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

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

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

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

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

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

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

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

1. WHEREAS CLAUSES

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

2. PURPOSE

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

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in Exhibit A. The holders of legal title are Long Lake Ranch, LLC; Peter Adkins Geraci; Roy Nicholas Geraci, Jr.; and ~~N. Geraci Family Associates, Ltd.~~ & Co., Inc.; The Roy Nicholas Geraci, Jr. Childrens' Trust; The Peter A. Geraci Childrens' Trust; and LG Land, Cattle & Timber Company, Inc. Pursuant to

Section 163.3239, F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to all such legal and equitable owners and their successors in interest.

b. Duration and Effective Date: This DA shall be for the duration of ~~ten (10)~~**the Long Lake Ranch DRI DO, as amended or extended by the County, or twenty (20)** years from the Effective Date (defined next), whichever is later, subject to any conditions precedent or termination provisions herein or termination by mutual agreement, ~~from the effective date of this DA.~~ **Notwithstanding** ~~the effective date~~ of adoption of this DA shall be the date of approval of this DA by the ~~COUNTY~~**Board of County Commissioners, the Effective Date hereof, for all purposes, shall be the date Amprop (or its designee) closes of record upon that certain portion of the Exhibit A land depicted as Parcels A and B on Exhibit B hereto, and conveys (or causes to be conveyed) same of record to T. Rowe Price Associates, Inc., a Maryland corporation authorized to do business in the State of Florida or its subsidiaries or assigns as authorized under the Economic Development Agreement (the "Office User") for corporate office park and related uses, as more fully set forth in the NOPC (the "Amprop Closing"). Amprop shall notify the County, in writing, within five (5) business days after the Amprop Closing providing to the County notice of the Effective Date that Closing occurred, at which time the County shall record this DA in the official records. In the event such Effective Date does not occur on or before July 30, 2009, then this DA shall be deemed null and void, without any further action by the County or any other party hereto. Until such time as the Effective Date hereunder occurs, this Amended and Restated DA shall not be recorded in the official records, and the Original DA shall be deemed to remain in full force and effect, and in the event the Effective Date hereunder does not occur, then the Original DA shall remain in full force and effect. However, upon the occurrence of the Effective Date hereunder, then at such time (and only in such event) the Original DA shall be deemed fully and automatically superseded hereby, as set forth herein. Notwithstanding the above, the statutory appeal period(s) for the DO and/or this DA, as applicable, shall commence on the date of adoption by the Board of County Commissioners.**

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

d. Public Facilities: Adequate transportation facilities for the Project will be provided through the Required Roadway Improvements and other transportation facilities required by the Pasco County Land Development Code (LDC) and Comprehensive Plan. Adequate potable water and wastewater services

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

e. Reservations or Dedications for Public Purpose: All reservations ~~and~~, dedications, and conveyances for public purposes (right[s]-of-way) shall be provided in accordance with the MPUD Master Planned Unit Development Conditions of Approval; the DO; retention and this DA.

f. ~~Local Development Permits Needed:~~ Prior to the construction of the mitigation areas) for the Required Roadway Improvements, the DEVELOPER shall obtain any necessary development approvals in accordance with the LDC. This provision does not exempt the DEVELOPER from obtaining all other permits required are expressly provided for, and governed by agencies with jurisdiction over the Project~~this DA~~.

g. ~~Findings:~~ The COUNTY has found that Phase 1 of the Project, as permitted and proposed, is consistent with the portions of the Comprehensive Plan applicable to the Project development approvals obtained as of the date of this DA and that Phase 1 of the Project is concurrent for transportation under Chapter 400 of the LDC through the build-out date of Phase 1, subject to the provisions of Section 5.m(5) of the DO and subject to the terms and conditions of this DA. To the extent not otherwise vested, the Project will be subject to the LDC and the Comprehensive Plan~~Any other reservations or dedications for other public purposes shall be provided only to the extent and as set forth in the MPUD Amendment or the revised DO.~~

h. ~~Requirements Necessary for the Public Health, Safety, and Welfare:~~ The conditions, terms, restrictions, and other requirements determined to be necessary by the COUNTY for the public health, safety, or welfare of its citizens have been identified and included within the MPUD Master Planned Unit Development Conditions of Approval for Rezoning Petition No. 6171, the DO conditions, and this DA. In addition, the DEVELOPER shall be subject to the other applicable provisions of the LDC, Code of Ordinances, and Comprehensive Plan necessary for the public health, safety, and welfare.

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

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

4. ~~FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS~~

a. ~~Identification of Required Roadway Improvements:~~ To fully mitigate the transportation impacts of Phase 1 of the Project (Required Roadway Improvements), the DO, the MPUD Master Planned Unit Development Conditions of Approval, and the Comprehensive Plan, the DEVELOPER is required to:

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

Findings: The County previously found that Phase 1 of the Project, as originally approved in the Long Lake Ranch DO, was consistent with the portions of the Comprehensive Plan applicable to Project development approvals, and that Phase 1 met the transportation concurrency requirements under Chapter 402 of the LDC, through the original build-out date of December 31, 2007, for Phase 1. Incident to the approval of the NOPC, the County now has determined that the extension of the Phase 1 build-out date through November 2015, and the specific approval of the Phase 2 entitlements through a build-out date of November 2015, is consistent with the portions of the Comprehensive Plan applicable to Project development approvals. Furthermore, the County has determined that both Phase 1 and Phase 2 entitlements (as set forth in the NOPC and revised DO) meet the transportation concurrency requirements of Chapter 402 of the LDC, through the new build-out date(s) of November 2015, for both Phase 1 and Phase 2 entitlements, based upon the negotiated transportation mitigation provisions for the Required Roadway Improvements, as memorialized in this DA. Except for the foregoing vesting of entitlements through the build-out date(s) of November 2015, and as may be authorized by the DO, the Project will be subject to the LDC and the Comprehensive Plan. The foregoing extended build-out dates (November 2015) are inclusive of applicable statutory extensions, except as set forth below. Notwithstanding the foregoing, any build-out date extension request for any Employment Center entitlements (EC Entitlements) and Town

Center entitlements (TC Entitlements) as defined in the DO, including all those entitlements authorized for Parcels A and B as depicted on Exhibit H, shall be extended for five (5) additional years to November 2020, as qualifying limited exemptions under Section 402.7 of the LDC and the County shall not require revised traffic studies or additional transportation mitigation from the Office User or Developers for any such extension.

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

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

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

#### 4. REQUIRED ROADWAY IMPROVEMENTS

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

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

(a) Sunlake Boulevard as further described below.

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

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

(ii) ~~S.R. 54 and the easternmost project driveway.~~

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

(2) ~~Make a payment for the~~Design, permit, and provide signalization ~~cost~~  
~~of~~at S.R. 54 and Sunlake Boulevard (subject to reimbursement from others as set forth below).

(3) Provide or acquire right-of-way (where necessary) ~~for Sunlake Boulevard~~  
~~and S.R. 54~~for the Required Roadway Improvements.

(4) ~~Provide or acquire right-of-way (where necessary) for S.R. 54.~~

b. Timing and Description of Required Roadway Improvements: The  
~~DEVELOPER'S and COUNTY'S respective obligations~~ of the County, Amprop, LLR LLC, and the Geracis  
for the Required Roadway Improvements are set forth below. ~~The construction of improvements in~~  
~~Paragraphs 4.b(1) and 4.b(2) below shall be completed by the DEVELOPER prior to the issuance of the first~~  
~~final plat, or construction plan where no plat is required, within the Project. The deadlines for~~  
~~Paragraphs 4.b(3) and 4.b(4) are set forth below. The DEVELOPER shall complete the construction of the~~  
~~Required Roadway Improvements prior to the applicable deadline for each improvement as outlined above or~~  
~~shall provide the COUNTY with an assurance of completion of improvement in accordance with the LDC prior~~  
~~to such deadline. If the assurance of completion of improvement is provided, construction must be completed~~  
~~prior to the issuance of the first Certificate of Occupancy (CO) within the plat or construction plan subject to the~~  
~~deadline, or in the case of Sunlake Boulevard, prior to the additional deadline outlined in Paragraph 4.b(4)(a)~~  
~~below. The DEVELOPER understands and agrees that unless specifically authorized by this DA or the~~  
~~Transportation Impact Fee (TIF) Ordinance, the Required Roadway Improvements pursuant to this paragraph~~  
~~and further described herein are not eligible for TIF credits pursuant to the TIF Ordinance as amended.~~Final  
100 percent design approval and issuance of permits from all applicable review agencies for the  
S.R. 54/Sunlake Boulevard intersection and the Sunlake Boulevard segment(s) shall be obtained on or  
before October 30, 2009. The construction of the improvements specified in Section 4.a.(1)a, Sunlake  
Boulevard, and Section 4.a.(1)b(1), S.R. 54/Sunlake Boulevard intersection improvements, shall be  
commenced no later than June 30, 2010, and shall be completed no later than June 30, 2011; provided,  
however, that such completion date shall be deemed extended automatically to December 31, 2011, if it  
becomes necessary for the County to complete such work. The construction of the improvements  
specified in Section 4.a.(1)b(2), S.R. 54/East Frontage Road intersection, shall be made concurrent with  
construction by Amprop of the East Frontage Road, but in any event such intersection improvements  
shall be completed on or before June 30, 2013. The construction of the improvements specified in  
Section 4.a. (2), S.R.54/Sunlake Boulevard signalization, shall be completed within twelve (12) months  
after procurement of the Florida Department of Transportation (FDOT) warrant for such signalization,  
and procurement of all other permits and construction plan approvals for such signalization, or when



Sunlake Boulevard is constructed (see above), whichever occurs first. For all purposes under this DA, the term(s) "Commence" or "Commencement" shall mean the issuance of a Site Development Permit by the County for the Required Roadway Improvements, and the term(s) "Complete" or "Completed" shall mean the required roadway improvement has been accepted by the County for maintenance and is open to the traveling public, and the required Maintenance Guarantee has been provided by the Developers. With respect to the Required Roadway Improvements, the parties shall comply with the following:

(1) Sunlake Boulevard at S.R. 54 (Main Project Entrance). The DEVELOPER has elected to ~~design, permit, construct, and provide or acquire right-of-way (where necessary), including all shoulders, striping, signalization, signage, medians, stormwater drainage facilities, floodplain mitigation, wetland mitigation, guardrails, sidewalk, bike path, crosswalks and other roadway appurtenances, all as determined by the COUNTY, the Florida Department of Transportation (FDOT), and other permitting agencies, to be necessary during the design and permitting (collectively referred to as Roadway Appurtenances) for~~The Geracis previously provided to the FDOT all required rights-of-way for S.R. 54, and no additional right-of-way is required from others not a party hereto, for the Required Roadway Improvements. However, construction of the required intersection improvements for S.R. 54/Sunlake Boulevard may require certain additional rights-of-way, and requires certain drainage retention and/or mitigation areas within the DRI, as depicted on Exhibit C hereto, to accommodate all shoulders, striping, signalization, signage, medians, stormwater drainage facilities, floodplain mitigation, wetland mitigation, sidewalk, bike path, crosswalks or other roadway appurtenances, in accordance with the approved construction plans, to accommodate the following:

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

~~Boulevard).~~

The ~~DEVELOPER~~Amprop agrees to coordinate the completion of the design, permitting, and construction of the said intersection improvements pursuantincident to this paragraph with the ~~developers of Bexley Ranch DRI, Sunlake Centre DRI, and Ledantec (f.k.a. Concord Station) MPUD Master Planned Unit Development as applicable.~~

(2) ~~S.R. 54 at the Easternmost Project Driveway, South Side of S.R. 54 (North Side of the Project) (Secondary Project Entrance).~~ The DEVELOPER has elected to design, permit, construct, and provide or acquire right-of-way (where necessary), including all Roadway Appurtenances ~~for~~same responsibility for Sunlake Boulevard (see "Construction Entity" designation, below), as required by the County and/or FDOT, respectively. The County shall reimburse Amprop the full

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

~~(a) — Westbound, left-turn lane (on S.R. 54).~~

~~(b) — Eastbound, right-turn lane (on S.R. 54).~~

~~(c) — Northbound, left- and right-turn lanes (on secondary Project road).~~

~~The DEVELOPER agrees to coordinate design, permitting, and construction of the intersection improvements pursuant to this paragraph with the developers of Bexley Ranch DRI, Sunlake Centre DRI, and Ledantec (f.k.a. Concord Station) MPUD Master Planned Unit Development as applicable.~~

~~(3) — Signalization of the S.R. 54 and Sunlake Boulevard Intersection when Warranted by the Manual of Uniform Traffic Control Devices. Prior to approval of the last record plat, or anytime at the County's request, the DEVELOPER shall pay for and perform such signal warrant study. If warranted, the DEVELOPER shall pay 100 percent of the signalization cost (final cost to be determined at time of signalization construction) subject to partial reimbursement if and when the County collects the funds from the Sunlake Centre DRI, Bexley Ranch DRI, or Ledantec MPUD Master Planned Unit Development for their proportionate share of signalization. In the event no other developers participate in the construction or payment of such signalization, there shall be no reimbursement to the DEVELOPER and the DEVELOPER'S obligation shall remain at 100 percent of the signalization cost. Prior to the first record plat, or where platting is not required, prior to the approval of the first construction plan/construction site plan, the DEVELOPER shall provide an LOC acceptable to Pasco County for 125 percent of the cost of such signalization and in accordance with Section 7 of this DA.~~

~~(4) — Sunlake Boulevard.~~

~~(a) — Sunlake Boulevard Segment A: Prior to approval of the first record plat for the first dwelling unit, or within one (1) year of written notice by the County that S.R. 54 or the~~

~~S.R. 54/U.S. 41 intersection has fallen below the adopted Level of Service (LOS) for such roadways and intersections as determined by the COUNTY (LOS Notification), or within three (3) years of approval of this DA, whichever occurs first, the DEVELOPER shall complete design and permitting of Sunlake Boulevard from S.R. 54 to Access B2 on the Master Roadway Plan (Pinegrove Boulevard) as a four (4) lane roadway capable of expansion to six (6) lanes and shall construct such roadway as a two (2) lane, divided, urban section (offset), including all Roadway Appurtenances for six (6) lanes. The DEVELOPER shall coordinate with the developers of Bexley Ranch DRI, Sunlake Centre DRI, and Ledantec (f.k.a. Concord Station) MPUD Master Planned Unit Development as applicable to ensure that the alignment of Sunlake Boulevard at S.R. 54 matches the extension of Sunlake Boulevard to the north of S.R. 54. The DEVELOPER shall complete the construction of Sunlake Boulevard Segment A prior to the deadlines outlined above as applicable or the DEVELOPER shall provide the COUNTY with an Assurance of Completion of Improvement in accordance with the LDC prior to the first record plat for the first dwelling unit, within sixty (60) days of the LOS notification, or within two (2) years from the DA approval date, whichever occurs first. If the Assurance of Completion of Improvement is provided, construction must be completed prior to the first CO within the first record plat, within one (1) year of the LOS Notification, or within three (3) years from the approval date if this DA, whichever occurs first.~~

~~(b) — Sunlake Boulevard Segment B: Prior to approval of the first record plat for the 601<sup>st</sup> dwelling unit, within one (1) year of written notice by the COUNTY that S.R. 54 or the S.R. 54/U.S. 41 intersection has fallen below the adopted LOS for such roadways and intersections as determined by the COUNTY (LOS Notification), or within three (3) years from the approval date if this DA, whichever occurs first, the DEVELOPER shall complete design and permitting of Sunlake Boulevard Segment B from Access B2 on the Master Roadway Plan (Pinegrove Boulevard) to the connection at the existing terminus of Sunlake Boulevard at the Hillsborough County county line as a four (4) lane roadway capable of expansion to six (6) lanes and shall construct such roadway as a two (2) lane, divided, urban section (offset), including all Roadway Appurtenances for six (6) lanes. The development within Phase I of the DRI shall not exceed 304,000 square feet of office, 302,000 square feet of retail, 400 multifamily units, and 1,116 single family units until such time that a north-south road (known as Sunlake Boulevard in Pasco County) has been constructed at a minimum of two (2) lanes, with 200 feet of right-of-way within Pasco County and 124 feet of right-of-way within Hillsborough County, from S.R. 54 to the connection at the existing terminus of Sunlake Boulevard, or an alternative alignment as approved by Pasco and Hillsborough Counties that connects to North Dale Mabry Highway. If Hillsborough County cannot provide the alternative alignment at the time of the initial construction plan approval for Long Lake Ranch, then the alignment connecting to the existing Sunlake Boulevard in Hillsborough County shall be allowed. However, if the Notice of Proposed Change (NOPC) currently under COUNTY review (application submittal date of February 17, 2006) is approved by the~~

~~COUNTY, then the DEVELOPER shall construct Sunlake Boulevard Segment B, from Access B2 on the Master Roadway Plan (Pinegrove Boulevard) to the connection at the existing terminus of Sunlake Boulevard in Hillsborough County, in accordance with the deadline set forth in the first sentence of this paragraph. The DEVELOPER shall complete the construction of Sunlake Boulevard Segment B prior to the deadlines outlined above as applicable, or the DEVELOPER shall provide the COUNTY with an Assurance of Completion of Improvement in accordance with the LDC prior to the first record plat for the 601<sup>st</sup> dwelling unit, within sixty (60) days of the LOS Notification, or within two (2) years from the approval date of this DA, whichever occurs first. If the Assurance of Completion of Improvement is provided, construction must be completed prior to the first CO within the 601<sup>st</sup> record plat, within one (1) year of the LOS Notification, or within three (3) years from the approval date of this DA, whichever occurs first.~~

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

**(2) S.R. 54 at East Frontage Road (Secondary Project Entrance at Oakstead). The FDOT has approved, at Station 275+00 (Metric), the access point and configuration for the Project's Easternmost project entrance, the East Frontage Road at S.R. 54, as depicted on Exhibit B hereto. Amprop agrees to coordinate the design, permitting, and construction of the intersection improvements at this location concurrent with its design, permitting, and construction for the related East Frontage Road, but in any event to construct the following intersections improvements for the south side of S.R. 54 on or before June 30, 2013 (to the extent not previously constructed by others), as follows:**

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

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

**(3) Signalization of the S.R. 54 and Sunlake Boulevard Intersection. Amprop shall coordinate, as the Construction Entity (see below), the design, warrant study/approval, permitting and construction for the signalization on S.R. 54 at Sunlake Boulevard as part of the**

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

(4) Sunlake Boulevard. As set forth in the revised DO, the design, permitting, and construction of Sunlake Boulevard from S.R. 54, south to the existing terminus of Sunlake Boulevard in Hillsborough County, is the designated DRI pipeline project approved to mitigate the transportation impacts for the specific approval of the DRI Phase 2 entitlements, to satisfy a negotiated concurrency extension for the Phase 1 entitlements, and to meet concurrency for the specific approval of the Phase 2 entitlements. For all purposes under this DA, the term "Sunlake Boulevard Pipeline Project" shall include 1) all required improvements to the Sunlake Boulevard/S.R. 54 intersection, 2) the signalization of the Sunlake Boulevard/S.R. 54 intersection, and 3) the Sunlake Boulevard roadway extension from S.R. 54 south, to the existing terminus of Sunlake Boulevard in Hillsborough County, including any and all rights-of-way, drainage, retention, wetland and/or floodplain mitigation, all turning movements, and other roadway appurtenances whatever, which are set forth in the roadway design and construction plans for all of the foregoing improvements. With respect to the roadway segment itself, the Sunlake Boulevard Pipeline Project includes design, permitting, and construction of four (4) lanes, divided, together with all thru-lanes, all turning movements, roadway drainage, retention, mitigation, and other appurtenances in accordance with the approved construction plans, from the S.R. 54/Sunlake Boulevard intersection, south to a taper point just north of the Pasco County-Hillsborough County boundary line, as depicted on Exhibit C, then tapering to two (2) lanes and continuing as two (2) lanes into Hillsborough County, to

meet the terminus of the existing two (2) lane segment already constructed in Hillsborough County (also depicted on Exhibit C). The Sunlake Boulevard Pipeline Project does not include the Loop Road, East Frontage Road, Leonard Road Connector or S.R. 54 access intersections (all depicted on Exhibit B), other than the S.R. 54/Sunlake Boulevard intersection (see above).

5. SUNLAKE BOULEVARD PIPELINE PROJECT

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

a. Designated Construction Entity. Amprop shall be the designated "Construction Entity" for all purposes under this DA and the revised DO, for coordinating and implementing the design, permitting, and construction of the Sunlake Boulevard Pipeline Project (the "Pipeline Project"). The said designation as the approved Construction Entity shall apply notwithstanding the actual financial responsibility of the various parties for various segments or other appurtenances included within the Pipeline Project, as set forth below. As the responsible Construction Entity, Amprop shall be designated as the "pipeline provider" in the revised DO and other applicable documentation, and shall be entitled to a 100-percent proportionate-share credit against its DRI proportionate-share obligation, as provided in the revised DO, for the specific approval of the DRI Phase 2 entitlements, at the full FDOT-cost basis credit amount for the entire Sunlake Boulevard Pipeline Project (as set forth in Table 3 of the DO).

b. ~~Sunlake Boulevard Right-of-Way: The DEVELOPER shall convey a total of 200 feet of right-of-way for Sunlake Boulevard from S.R. 54 to the southernmost boundary of the Project within the COUNTY within sixty (60) days of the COUNTY'S written request, or upon platting of adjoining land, or upon the COUNTY'S acceptance of the roadway, whichever occurs first. The COUNTY agrees to make a cash payment to the entity or entities that convey the right-of-way up to the maximum of Two Hundred and Eight Thousand One Hundred Twenty-Six and 00/100 Dollars (\$208,126.00) at the time of conveyance as full compensation for the right-of-way conveyed. The COUNTY agrees to modify its CIP to allow for such payment.~~ Pursuant to the Original DO and the existing DA, the Geracis are required to provide to the County, by deed of conveyance, 200 feet of right-of-way for Sunlake Boulevard, from S.R. 54 south to the Pasco County-Hillsborough County boundary line (the "Geraci R/W Deeds"). The Board of County Commissioners previously has approved (as provided in the existing DA), and the County has revised its Capital Improvement Plan (CIP) budget to accommodate, the cash compensation by the County to the Geracis for such right-of-way in excess of 120 feet, in the aggregate amount of Two Hundred Eight Thousand One Hundred Twenty-Six and 00/100 Dollars (\$208,126.00) (the "R/W Payment Amount"), as bargain sale (i.e., less than fair market value) consideration for such lands. The 120 feet of right-of-way is a required donation from the Owners, pursuant to the Original DO and the existing DA (the "R/W

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

d. ~~Pavement Structure Requirements~~

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

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

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

(4) The Escrow Agent shall hold the Geraci R/W Deeds in escrow pending the Amprop Closing and Effective Date of this DA, at which time the Escrow Agent shall tender the Geraci R/W Deeds to the County, and the County shall disburse to a trust account designated by the Geracis the R/W Payment Amount, in consideration for the delivery of the Geraci R/W Deeds to the County. In the event the Effective Date does not occur (as set forth above), the Geraci R/W Deeds shall be retendered by the Escrow Agent to the original escrow agent designated by the Geracis and LLR LLC in their third-party escrow agreement, without further instructions being required from any party hereto.

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

c. Sunlake Boulevard Retention and Mitigation Areas. The parties acknowledge that the current construction plans for Sunlake Boulevard require drainage

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

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

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

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

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

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

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



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

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

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

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

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

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

(3) LLR LLC shall be responsible for the full cost of construction of that portion of the Sunlake Boulevard Pipeline Project from the southern right-of-way line for the DRI Loop

Road south to the Pasco County-Hillsborough County boundary line (the "LLR LLC Segment"), as depicted on Exhibit C.

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

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

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

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

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

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

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

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

(11) All change orders to all contracts entered into by Amprop for the Pipeline Project, or the Parcel A Driveway (defined below), shall require approval of the County Administrator, or his designee, and LLR LLC as to the LLR LLC Segment of the Sunlake Boulevard

Pipeline Project only (provided that LLR LLC's approval shall not be unreasonably withheld, delayed or conditioned).

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

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

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

The TIF credits due to the Developers under this DA shall be assignable within the

DRI Project, without limitation, or outside the DRI Project but within the same TIF Zone (Zone 2) once the DRI Project is built-out, or to preferred Employment Center uses (as set forth in the Land Development Code, Section 522.8.D.1) outside the DRI before the DRI Project is built-out, provided such transfer quantity is reported to the County as part of the CIP budget process, above. The amount of each credit utilized by the Developers shall be determined at the time of application for the Building Permit, based upon the County's adopted impact fee schedule in effect at that time. In the event either Developer (or others) seek Building Permit(s) and thereby pay TIFs to the County within the Long Lake Ranch DRI prior to the establishment of the Developer's respective impact fee credit account under this DA, then the County agrees to track such impact fee receipts from within the Project, pending establishment of the respective impact fee credit accounts, so that reimbursement from such Project receipts can be made when the credit accounts are established. Amprop and LLR LLC agree to identify all TIF payments as being for benefit of Amprop or LLR LLC. In addition, Amprop and LLR LLC, respectively, shall submit impact fee credit and reimbursement requests only for the specific segment to which it is entitled to such credit or reimbursement under this DA, and shall specifically identify the said segment and the applicable DA provision, in such request. If either Amprop or LLR LLC fail to properly identify an impact fee payment, reimbursement, or credit request in accordance with this paragraph, the County shall assume that the payment, reimbursement, or credit is for the benefit of the owner of Parcel A or the DRI, and issue the reimbursement or credit to the owner of Parcel A.

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

FDOT-Approved S.R. 54 Median Openings

From West to East

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

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

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

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

9. ECONOMIC INCENTIVE FUNDS. Nothing in this DA shall be construed to limit or prohibit the County, nor any qualified end-user within the Project, from seeking or obtaining State grant funds or other economic incentive funds or reimbursement for qualified projects within the Long Lake Ranch DRI. In the event the County procures such funds or reimbursement related to the Sunlake Boulevard intersection (including signalization), S.R. 54 improvements, any Sunlake Boulevard segment, Parcel A Driveway access, and/or any utilities or other infrastructure related to the proposed Parcel A development project (which funding the County agrees to use its best, good faith efforts to procure), then the County agrees to provide such funds as a contribution toward the Amprop Segment of the Sunlake Boulevard Pipeline Project; provided, however, that any such economic incentive funds provided by or through the County shall not be subject to any impact fee credits in favor of Amprop (nor any other party), nor shall the County make any duplicative reimbursement for the same work item.

Finally, Amprop acknowledges and agrees that the Parcel A Office User may receive, as part of an economic incentive package, reimbursement of TIFs from the General Fund, or from other sources, to the appropriate Pasco County impact fee fund for the buildings to be constructed on Parcel A. In such event, Amprop understands and agrees that it will not be able to sell, assign, or transfer any of its impact fee credits from the Sunlake Boulevard Pipeline Project, to such Parcel A user; however, all Parcels B and C users (see Exhibit B) shall be required to purchase impact fee credits from Amprop, at par (based upon the then-existing County impact fee schedules) until such time as Amprop's impact fee credits have been exhausted.

10. TECHNICAL CRITERIA AND PROCEDURES

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

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

c. ~~(d)~~—Pavement Structure Requirements

~~(i)~~—Sunlake Boulevard—Segments A and B within Pasco County shall require the following pavement structure requirements:

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

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

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

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

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

a. ~~Design, Permitting, and Right-of-Way Acquisition:~~ Subject to the provisions of the Right-of-Way Preservation Ordinance, the DEVELOPER shall design, permit, and provide or acquire right-of-way (where necessary) for the Required Roadway Improvements in accordance with the terms of this DA. The Required Roadway Improvements shall be designed consistent with the design criteria of the FDOT and/or the COUNTY as appropriate. If required by the FDOT, those Required Roadway Improvements affecting S.R. 54 including, but not limited to, 1) the Sunlake Boulevard and S.R. 54 intersection improvements and signalization; 2) the intersection improvements at S.R. 54 at the easternmost project driveway; and 3) any other improvement within the S.R. 54 right-of-way that may be required at the time of preliminary plan/preliminary site plan approval, collectively referred to as the S.R. 54-Related Required Roadway Improvements shall be in accordance with any existing or re-evaluated PD&E for S.R. 54 and/or a State Environmental Impact Report. The construction contractors used by the DEVELOPER to complete construction of any roadway or intersection improvements for S.R. 54-Related Required Roadway Improvements shall be satisfactory to the FDOT.

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

d. e. ~~Roadway Drainage Facilities:~~ Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the route of the Required Roadway Improvements shall be owned, operated, and maintained by the FDOT or the COUNTY County as applicable, subsequent to the expiration of the



~~one~~**three** (43) year Maintenance Guarantee period as set forth herein. The ~~DEVELOPER~~**Developer** may, however, request of the ~~COUNTY~~**County** that the ~~DEVELOPER~~**Developer**, Community Development District (CDD), or other legal entity as may be approved by the ~~COUNTY~~**County**, be allowed to maintain these facilities for the ~~COUNTY~~**County** roadways. If such request is granted, the ~~DEVELOPER~~**Developer** or CDD, as applicable, shall provide appropriate easements to the ~~COUNTY~~**County** so that the ~~COUNTY~~**County** has the ability to maintain the facilities in the event the ~~DEVELOPER~~**Developer** or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Required Roadway Improvements drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Required Roadway Improvements, all such drainage facilities shall remain owned by the underlying land owner, including the ~~DEVELOPER~~**Developer** where applicable, and operation and maintenance of the same shall be the responsibility of the respective underlying land owner (or CDD or other similar legal entity as may be approved by the ~~COUNTY~~**County**). The underlying landowner (or CDD or other similar legal entity as may be approved by the ~~COUNTY~~**County**) shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the ~~COUNTY~~**County**. Appropriate easements to the FDOT or the ~~COUNTY~~**County**, as applicable, shall be provided on all lands owned by the ~~DEVELOPER~~**Developer** and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the Required Roadway Improvements, including those facilities that are commingled or combined, so the FDOT or ~~COUNTY~~**County** has the ability to maintain the facilities associated with the Required Roadway Improvements in the event the ~~DEVELOPER~~**Developer** or other respective underlying land owners default on its (their) obligation to maintain the facilities. **The County shall cooperate with the efforts of the Developer and/or the Parcel B landowner to obtain the FDOT's approval for such landowner to retain ownership of any drainage facilities located within Parcel B, together with the right of such landowner to aesthetically improve and maintain such drainage facilities, provided that an easement is granted to the FDOT in accordance with the other terms of this paragraph.** Commingling or combining of drainage facilities for the S.R. 54-~~R~~related Required Roadway Improvements shall not be allowed unless specifically approved in writing by the FDOT.

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

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

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

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

h. ~~g.~~ COUNTY~~County~~ Cooperation: The COUNTY~~County~~ shall, upon the DEVELOPER'S request, cooperate with the DEVELOPER~~Amprop~~ in processing permit applications, and the

~~DEVELOPER~~**Amprop** agrees to use its best efforts to expeditiously secure all permits that are necessary for the design and construction of the Required Roadway Improvements.

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

j. ~~i. Utilities Relocation:~~ The ~~DEVELOPER~~**Amprop** shall coordinate the relocation of any utilities infrastructure in conflict with the Required Roadway Improvements, **provided, however, that the County has previously approved certain Project utilities already located within the Sunlake Boulevard right-of-way.** Relocation of any **other** utilities infrastructure which is in conflict with the Required Roadway Improvements shall be completed and paid for by the owner of the utilities infrastructure to the extent required by Sections 337.403-337.404, F.S. The ~~COUNTY~~**County** agrees, upon request of ~~DEVELOPER~~**Amprop**, to cooperate with the ~~DEVELOPER~~**Developer** in requiring the relocation of any such utilities infrastructure to the extent allowed by Sections 337.403-337.404, F.S., in a timely manner. However, under no circumstances shall the ~~COUNTY~~**County** incur any expenses, **or issue any credit or reimbursement,** for the relocation of such utilities, ~~and if the owner of such utilities fails to remove the utilities at the request of the COUNTY, and the DEVELOPER bears the expense of the utility relocation, such expense shall not be eligible for impact fee credits.~~

k. ~~j. Additional Right-of-Way Acquisition:~~  
~~(1) The DEVELOPER shall be responsible within the time frames set forth in this DA for right-of-way requirements (except where the COUNTY has already acquired the necessary right-of-way) necessary for the construction of the Required Roadway Improvements described above which may include, but not be limited to, lanes of travel, shoulders, striping, signalization, signage, medians, on-site stormwater drainage facilities, off-site stormwater drainage facilities, floodplain mitigation, wetland mitigation, guardrails, handrails, sidewalks, and any other necessary appurtenances. The DEVELOPER shall be~~

~~responsible for selecting and retaining all consultants for acquisition of right-of-way for the Required Roadway Improvements which may include, but not be limited to, competent and qualified attorneys, engineers, surveyors, title companies, appraisers, land planners, certified public accountants, business damages experts, contractors, horticulturists, and any other consultants considered necessary by the mutually agreeable attorney, discussed below.~~

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

quarterly Project status reports that document the actions and progress of right-of-way acquisitions to the COUNTY~~County~~ Engineer or his designee.

l. ~~(3) Required Roadway Improvements Construction.~~ The DEVELOPER~~Amprop~~ shall commence construction of the Required Roadway Improvements in accordance with this DA unless extended as provided herein. ~~The DEVELOPER~~~~Amprop~~ shall proceed and complete the construction of the Required Roadway Improvements in accordance with the final alignment, design, specification, and construction plans as approved by the FDOT, COUNTY~~County~~, and other applicable Federal, State, and regional regulatory agencies. ~~The DEVELOPER~~~~Amprop~~ and COUNTY~~the County~~ understand and agree that nothing contained herein shall prohibit or in any way restrict the DEVELOPER'S~~Amprop's~~ ability, at its sole discretion, to accelerate the schedule for construction of any portion of the Required Roadway Improvements.

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

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

o. ~~m. Right-of-Way:~~ Prior to the FDOT's or COUNTY'S~~County's~~ acceptance of any of the Required Roadway Improvements, as applicable, the DEVELOPER~~Developer~~ shall meet the applicable requirements of the FDOT and/or the COUNTY~~County~~ and cause all rights-of-way, including rights-of-way for drainage facilities and wetland and floodplain mitigation, as appropriate, to be conveyed to the

FDOT or ~~COUNTY~~County in fee simple or easement, free of financial encumbrances or other encumbrances which restrict its use for road purposes.

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

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

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

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

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

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

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

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

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

6. ~~TRANSPORTATION IMPACT FEES AND CREDITS~~

a. ~~Transportation Impact Fees:~~ The DEVELOPER and Project shall be assessed TIFs in accordance with the COUNTY'S adopted TIF Ordinance as amended and this DA.

b. ~~Transportation Impact Fee Credits:~~ Unless specifically authorized by this DA or the TIF Ordinance, the DEVELOPER shall not be eligible for impact fee credits or reimbursement for the Required Roadway Improvements. In addition, the DEVELOPER shall not be eligible for impact fee, or reimbursement for impact fees paid prior to the execution of this DA. Subject to approval of the COUNTY at its sole discretion, the DEVELOPER may elect to construct two (2) additional lanes (total of four [4] lanes) on Sunlake Boulevard from Loop Road south to the County line for impact fee credits as authorized by the approved DO and MPUD Master Planned Unit Development conditions.

7. ~~PERFORMANCE GUARANTEES BY DEVELOPER~~

q. ~~General:~~ LOC No. 1 as specified in Paragraph b below, shall be posted in favor of, and provided to the COUNTY prior to the first record plat, or where platting is not required, prior to approval of the first construction plan/construction site plan, or within ninety (90) days of the COUNTY Right-of-Way Use Permit issuance, if the COUNTY approves an amendment of MPUD Master Planned Unit Development Condition No. 28 to allow for a change in the deadline of this requirement. LOC No. 1 shall be acceptable to and approved by the COUNTY to guarantee payment of the signalization cost at S.R. 54 and Sunlake Boulevard (LOC No. 1). An additional LOC may be required for Sunlake Boulevard Segment A or Sunlake Boulevard Segment B in accordance with Paragraph 4.b(4) and shall be provided in accordance with the deadlines in Paragraph 4.b(4). Failure to post, revise, update, and keep effective the required LOCs shall be considered a default of this DA, entitling the COUNTY to suspend any impact fee credits or reimbursements due pursuant to Section 6 above and/or stop the issuance of Building Permits and other development approval. LOC No. 1 and any other LOC that may be provided by the DEVELOPER to the COUNTY as an Assurance of Completion of Improvement in accordance with the LDC for the Project must be issued by a bank, savings association, or other financial institution (the LOC issuer) acceptable to the COUNTY which is authorized to do business in the State of Florida. Any such LOC issuer must have and maintain:**Master Roadway Phasing Plan: Promptly after approval of this DA, the Developers shall initiate and the County shall process expeditiously an amendment to the existing, approved Master Roadway Phasing Plan ("MRPP") to strictly conform (without any deviation) the said MRPP to this DA (with respect to the Required Roadway Improvements and the phasing thereof). The said revised MRPP shall be approved by the DRC in conformance to the specific requirements of this DA, without addition, deletion, or other deviation.**

11. **TRANSPORTATION IMPACT FEES**

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

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

12. **PERFORMANCE GUARANTEES BY DEVELOPERS**

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

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

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

b. ~~(3)~~ **Downgrade Provision: In the event the LOC-issuer does not maintain the average financial condition in Paragraph 7.a(1) above or is downgraded below the minimum in Paragraph 7.a(2) above, the LOC-issuer must notify the COUNTYCounty and the DEVELOPERapplicable Developer within five (5) days, and the DEVELOPERapplicable Developer must provide a substitute LOCPayment Assurance in substantially the same form and containing the same terms as the original LOC from a bank or financial institution with the minimum ratings set forth above within fifteen (15) days of such downgrade event or the COUNTYCounty will draw on the original LOCPayment Assurance.**



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

(2) b. ~~The DEVELOPER shall post LOC No. 1 in the amount of Five Hundred Seventy-Two Thousand Five Hundred Twenty-Eight and 00/100 Dollars (\$572,528.00), which equates to 125 percent of Four Hundred Fifty-Eight Thousand Twenty-Two and 00/100 Dollars (\$458,022.00) (the S.R. 54 and Sunlake Boulevard signalization cost in October 2006 dollars). LOC No. 1~~**The Payment Assurance** shall be returned to the ~~DEVELOPER~~**Developer** upon fulfillment of the obligation guaranteed by ~~LOC No. 1~~**such Payment Assurance. In addition, a Developer may provide a substitute or replacement Payment Assurance at any time hereunder, provided such substitute document meets the requirements hereof.**

(3) e. ~~Maintenance Guarantee:~~ Upon completion of the Required Roadway Improvements and final acceptance by the ~~COUNTY~~**County** and/or FDOT, the ~~DEVELOPER~~**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** (43) 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~~**County** and/or FDOT. The Performance Guarantees for the Required Roadway Improvements if applicable may cover this guarantee if they remain in place for a period of ~~one~~**three** (43) years after final acceptance in an amount equal to fifteen (15) percent of the applicable construction contract amount, or the ~~DEVELOPER~~**Developer** or its contractor may post separate Maintenance Bonds acceptable to the ~~COUNTY~~**County** to guarantee maintenance in accordance with this paragraph. This remedy for correction is a contractual obligation that is a cumulative, not exclusive. Upon completion of construction of the improvements and final inspection by the ~~COUNTY~~**County** and/or FDOT as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required ~~one~~**three** (43) years Maintenance Guarantee, the ~~COUNTY~~**County** and/or FDOT shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined.

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

13. INDEMNIFICATION AND INSURANCE

a. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ~~DEVELOPER~~Applicable Developer shall indemnify, defend, and hold harmless the ~~COUNTY~~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~~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~~Applicable Developer resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by ~~the DEVELOPER~~such Developer during the performance of this DA, any work under this DA, or any part thereof, whether direct or indirect; or by reason or result of injury caused by the ~~DEVELOPER'S~~Developer's negligent maintenance of the property over which the ~~DEVELOPER~~Developer has control; or by reason of a judgment over and above the limits provided by the insurance required under this DA; or by any defect in the condition or construction of the Required Roadway Improvements, except that the ~~DEVELOPER~~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~~County or FDOT or any of their agents or employees, unless such ~~COUNTY~~County or FDOT negligence arises from the ~~COUNTY~~County or FDOT review of plans referenced in ~~Paragraphs 5.e and 5.h of this DA.~~ The ~~DEVELOPER'S~~Applicable Developer's obligation to indemnify, defend, hold harmless as described hereinabove, shall arise within seven (7) days of receipt by ~~the DEVELOPER~~such Developer of the ~~COUNTY'S~~County's or FDOT's written notice of claim for indemnification to the ~~DEVELOPER~~Developer. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in ~~Paragraph 9 of this DA.~~ The ~~DEVELOPER'S~~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~~Developer's inability to evaluate liability or because the ~~DEVELOPER~~Developer evaluates liability and determines the ~~DEVELOPER~~Developer is not liable or determines the ~~COUNTY~~County or FDOT is solely negligent. Only a final, adjudicated judgment finding the ~~COUNTY~~County or FDOT solely negligent shall excuse performance of this provision by the ~~DEVELOPER~~Developer. If a judgment finding the ~~COUNTY~~County or FDOT solely negligent is appealed and the finding of sole negligence is reversed, the ~~DEVELOPER~~Developer shall be obligated to indemnify the ~~COUNTY~~County or FDOT for the cost of the appeal(s). The ~~DEVELOPER~~Developer shall pay all costs and fees related to this obligation and its enforcement by the ~~COUNTY~~County or FDOT. ~~The DEVELOPER~~Amprop shall also include for the Required Roadway Improvements this indemnity provision, replacing the word ~~DEVELOPER~~Developer with the name of the contractor(s).

b. Insurance:

(1) General. No work shall commence on the Required Roadway Improvements nor shall occupancy of any of the property within the Required Roadway Improvement limits

take place until the required Certificates of Insurance and certified true and exact copies of all insurance policies are received by the ~~COUNTY~~County and FDOT as set forth below:

(a) During the life of this DA, the ~~DEVELOPER~~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~~County and FDOT.

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

(c) All policies of insurance required by this DA shall require that the insurer deliver to the ~~COUNTY~~County, FDOT, and the ~~DEVELOPER~~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~~County, FDOT, and the ~~DEVELOPER~~Developer, addressed to the parties as described in Paragraph 9.g below. In the event of any reduction in the aggregate limit of any policy, the ~~DEVELOPER~~Developer shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

(d) The ~~DEVELOPER~~Developer shall require that all insurance coverage provided by the engineers and/or general contractor be primary to any insurance or self-insurance program of the ~~COUNTY~~County, FDOT, and the ~~DEVELOPER~~Developer which is applicable to the work

provided for in this DA. All such insurance shall also remain in effect until final payment and until after the one (1) year warranty period provided herein.

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

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

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

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

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

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

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

- (i) Workers' Compensation: Florida statutory requirements.
- (ii) Employer's Liability: One Million and 00/100 Dollars (\$1,000,000.00) each accident.
- (iii) The ~~DEVELOPER~~Developer shall require the engineers and/or contractor and contractor's insurance companies to waive their rights of subrogation against the ~~COUNTY~~County and the FDOT and their agents and employees.

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

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

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

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

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

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

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

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

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

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

#### 14. GENERAL PROVISIONS

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

b. Default: If the ~~DEVELOPER~~Developer fails to meet any of the time frames set forth herein for the ~~signalization at S.R. 54 and Sunlake Boulevard~~Required Roadway Improvements, unless extended pursuant to this DA, then it shall be considered a default of this DA entitling the ~~COUNTY~~County to make a claim and collect on the ~~entire Performance Guarantees required by Section 6 for~~portion of the Payment Assurance applicable to such ~~signalization~~default (or the portion of the guarantees required to cure the default, if less than the entire guarantees, but without limiting or affecting the ~~COUNTY'S~~County's rights to enforce the balance of the guarantees, if required). ~~Upon the said default, the issuance of Building Permits, plats, and~~), or exercise any other development approvals shall cease until the signalization-payment obligation has been fulfilled to the reasonable satisfaction of the ~~COUNTY~~. The ~~DEVELOPER~~ agrees that it will acquire no vested rights in any development approval, plat, or permit issued while there exists an uncured event of default of this DA, and acknowledges and agrees that the ~~COUNTY~~ has the right to revoke any development approval, plat, or permit issued after an uncured event of default of this DA~~default remedies allowed by law. The County acknowledges and agrees that the County shall claim and collect on the Amprop Payment Assurance only for those costs which are the responsibility of Amprop hereunder, and on the LLR LLC Payment Assurance only for those costs which are the responsibility of LLR LLC hereunder. No such default shall impair the rights of the Office User, as set forth in Section 12.d, above.~~

c. Time Extensions:

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

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

d. Termination: The ~~COUNTY~~County may terminate this DA upon the ~~DEVELOPER'S~~Developer's failure to comply with the terms and conditions of this DA. The ~~COUNTY~~County shall provide the ~~DEVELOPER~~Developer with a written Notice of Termination, stating the ~~COUNTY'S~~County's intent to terminate and describing those terms and conditions with which the ~~DEVELOPER~~Developer has failed to comply. If the ~~DEVELOPER~~Developer has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination,

or thereafter is not proceeding with due diligence to remedy the failure, the COUNTY~~County~~ may terminate this DA immediately without further notice, and the DEVELOPER~~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~~County~~ under Florida law, but it is in addition thereto. **Notwithstanding the foregoing, any such termination of this DA shall not divest Parcels A or B of their approved DRI entitlements, or impair the procurement of Building Permits for Parcels A or B in accordance with standard LDC procedures; nor abrogate any County commitment made to the Office User.**

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

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

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

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

g. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: ~~Mr. Joel Tew, Esquire, Tew and Associates, 2655 McCormick Drive, Clearwater, Florida 33759~~**Amprop General Investments, LLC, 12950 Racetrack Road, Suite 201, Tampa, Florida 33626; and Long Lake Ranch, LLC, Attention Ed Suchora, Beazer Homes/Tampa Division, 9432 Camden Field Parkway, Riverview, Florida 33578, and Mark J. Spada, M/I Homes of Tampa, LLC, 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida 33634; with a copy to Joel R. Tew, Esquire,**



**Tew & Associates, 7747 Mitchell Boulevard, Suite C, New Port Richey, Florida 34655**, with a copy to Pasco County, c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, 7530 Little Road, Suite 320, New Port Richey, Florida 34654, with a copy to David A. Goldstein, Senior Assistant County Attorney, West Pasco Government Center, 7530 Little Road, Suite 340, New Port Richey, Florida 34654, **with a copy to Ben Harrill, Esquire, 2550 Permit Place, New Port Richey, Florida 34655-4516; with a copy to Donna Feldman, Esquire, 19321-C U.S. 19 North, Suite 103, Clearwater, Florida 33764; with a copy to Clayton Bricklemyer, Esquire, 500 E. Kennedy Boulevard, Suite 200, Tampa, Florida 33602; and with a copy to Mark A. Linsky, Esquire, Linsky & Linsky, 503 W. Platt Street, Tampa, Florida 33606.** These addresses may be changed by giving notice as provided for in this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

w. Successors and Assigns: The terms of this DA shall run with the land and be binding upon the ~~DEVELOPER~~Developers and ~~o~~Owners and their respective successors and assigns. ~~The DEVELOPER and owners~~Any Developer(s) or Owner(s) may assign this DA and all or a portion of its rights

and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant. The ~~COUNTY~~County, at its option, may assume any of the rights and obligations of the FDOT set forth in this DA.

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

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

DA on the dates set forth below.

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
JED PITTMAN, CLERK

\_\_\_\_\_  
~~ANN HILDEBRAND~~ \_\_\_\_\_, CHAIRMAN

Date: \_\_\_\_\_

WITNESSES:

LONG LAKE RANCH LLC  
a Florida limited liability company  
**By:** \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print

Its \_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
(date), by \_\_\_\_\_

\_\_\_\_\_, **as** \_\_\_\_\_ **of** \_\_\_\_\_, **as Member**  
**of Long Lake Ranch, LLC** (name of person acknowledging), who is personally known to me or who has  
produced \_\_\_\_\_

\_\_\_\_\_  
(type of identification) as identification.

Seal:

\_\_\_\_\_  
NOTARY

WITNESSES:

AMPROP GENERAL INVESTMENTS, LLC

a Florida limited liability company

By:

Its: Member

BY:

ERIC A. SCHOESSLER

Print

Its

Title

STATE OF FLORIDA  
COUNTY

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

Seal:

NOTARY

WITNESSES:

ROY NICHOLAS GERACI, JR.

BY:

Print

Its

Title

STATE OF FLORIDA  
COUNTY

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

Seal:

NOTARY

WITNESSES:

PETER ADKINS GERACI

BY:

Print

Its

Title

STATE OF FLORIDA

COUNTY

The foregoing instrument was acknowledged before me this

(date), by Peter Adkins Geraci (name of person acknowledging), who is personally known to me or

who has produced

(type of identification) as identification.

Seal:

NOTARY

WITNESSES:

N. GERACI & CO., INC.

a Florida corporation

BY:

PETER ADKINS GERACI

Print

Its

PRESIDENTTitle

STATE OF FLORIDA

COUNTY

The foregoing instrument was acknowledged before me this

(date), by Peter Adkins Geraci, as President of N. Geraci & Co., Inc. (name of person acknowledging),

who is personally known to me or who has produced

(type of identification) as identification.

Seal:

NOTARY

public/gm/longlake04x

-46-

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**BY:** \_\_\_\_\_

---

**Print**

[illegible]

**Seal:**

---

---

**NOTARY**

---

**BY:** \_\_\_\_\_

**Print**

Its	TRUSTEE
	Title

**Seal:**

---

---

**NOTARY**

WITNESSES:

THE PETER A. GERACI CHILDRENS' TRUST

BY:

CHARLES C. CARNEVALE

Print

Its TRUSTEE

Title

STATE OF FLORIDA  
COUNTY

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

Seal:

NOTARY

WITNESSES:

LG LAND, CATTLE & TIMBER COMPANY, INC.

a Florida corporation

BY:

PETER A. GERACI

Print

Its PRESIDENT

Title

STATE OF FLORIDA  
COUNTY

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

Seal:

NOTARY

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

ATTORNEY



## EXHIBITS

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

**EXHIBIT A**

**~~DRI NO. 247 - LONG LAKE RANCH PROJECT~~  
~~PASCO COUNTY DEVELOPMENT AGREEMENT~~**

**LEGAL DESCRIPTION (AS REVISED)**

**EXHIBIT B**

**~~DRI NO. 247 - LONG LAKE RANCH~~  
~~PASCO COUNTY DEVELOPMENT AGREEMENT~~**

**~~TRANSPORTATION IMPROVEMENTS~~ROR (RETAIL/OFFICE/RESIDENTIAL) AREA  
PARCEL MAP (AMPROP PARCELS)**

**EXHIBIT C**

**SUNLAKE BOULEVARD IMPROVEMENTS GRAPHIC**

**(ROAD SEGMENTS & PONDS)**

LEGAL DESCRIPTION (PARENT TRACT):

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

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

LESS AND EXCEPT THE FOLLOWING THREE PARCELS:

PARCEL 124

PART A FEE SIMPLE RIGHT OF WAY

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

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

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

#### PART B

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

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

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

AND

PART C FEE SIMPLE RIGHT OF WAY

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

COMMENCE AT A 25 MILLIMETER (1") PINCHED IRON PIPE MARKING THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 28, N 00°28'24"E, A DISTANCE OF 127.632 METERS (418.74 FEET) TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 54; THENCE N 85°02'42"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 24.494 METERS (80.36 FEET) TO THE EAST LINE OF THE WEST 80 FEET OF SAID NORTHWEST 1/4 OF SECTION 28; THENCE S 00°28'24"W, ALONG SAID EAST LINE, A DISTANCE OF 115.363 METERS (378.49 FEET) TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°28'24"W, ALONG SAID EAST LINE, A DISTANCE OF 14.541 METERS (47.71 FEET) TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 28; THENCE S 00°23'33"W, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 300.180 METERS (984.84 FEET); THENCE S 88°51'10"E, DISTANCE OF 210.413

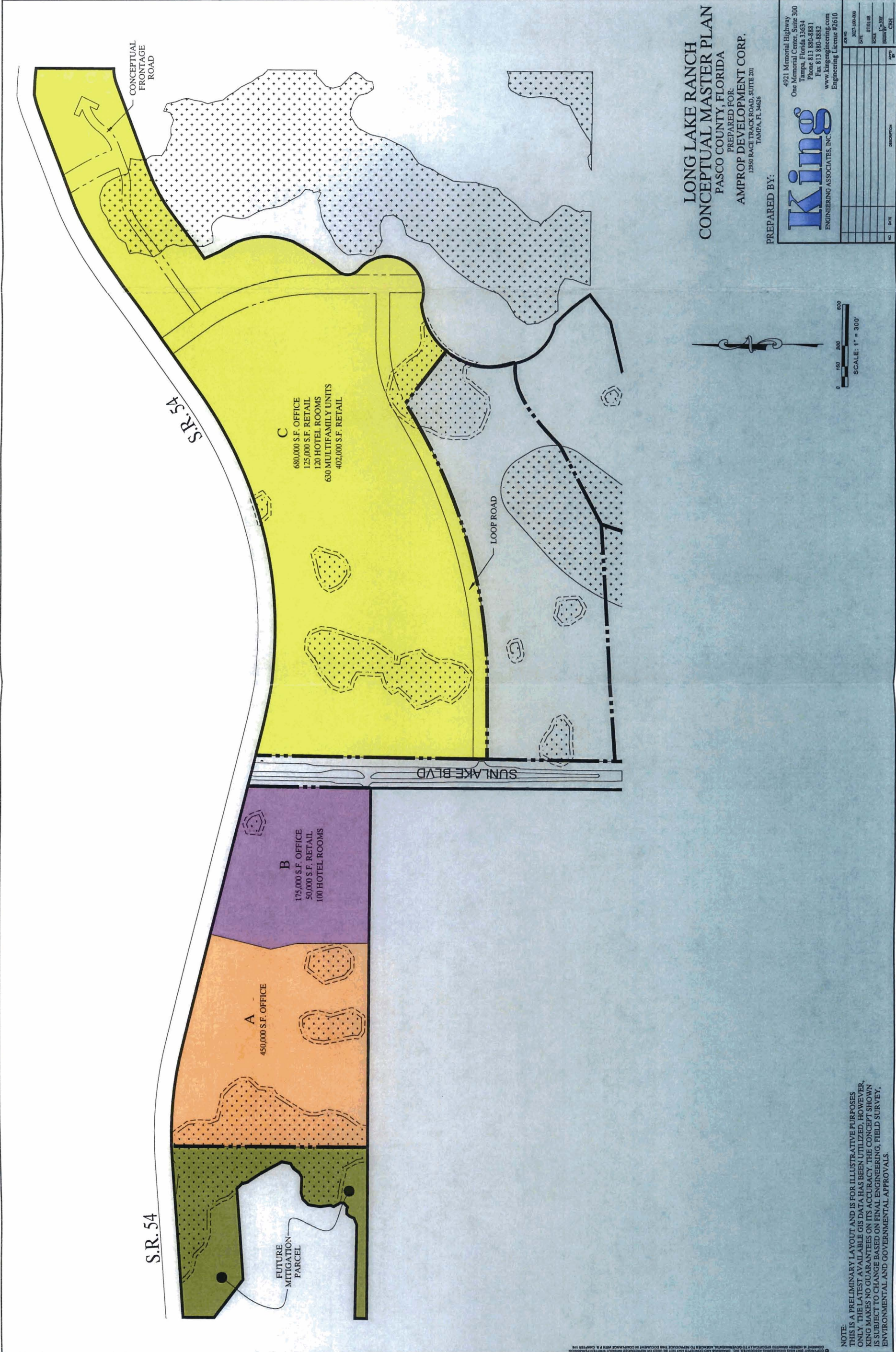
METERS (690.33 FEET); THENCE N 67°44'33" E, A DISTANCE OF 16.081 METERS (52.76 FEET); THENCE N 26°01'18" E, A DISTANCE OF 11.217 METERS, (36.80 FEET); THENCE N 42°16'05" E, A DISTANCE OF 8.322 METERS, (27.30 FEET); THENCE S 89°26'49" E, A DISTANCE OF 10.713 METERS (35.15 FEET); THENCE S 65°47'11" E, A DISTANCE OF 4.456 METERS (14.62 FEET); THENCE N 48°48'13" E, A DISTANCE OF 12.439 METERS (40.81 FEET); THENCE N 06°51'36" E, A DISTANCE OF 7.693 METERS (25.24 FEET); THENCE N 29°45'49" W, A DISTANCE OF 18.281 METERS (59.98 FEET); THENCE N 30°17'47" E, A DISTANCE OF 7.018 METERS (23.03 FEET); THENCE N 08°03'14" W, A DISTANCE OF 23.772 METERS (77.99 FEET); THENCE N 09°21'03" E, A DISTANCE OF 26.108 METERS (85.66 FEET); THENCE N 44°54'31" E, A DISTANCE OF 17.620 METERS (57.81 FEET); THENCE N 75°13'44" E, A DISTANCE OF 15.519 METERS (50.92 FEET); THENCE S 87°14'49" E, A DISTANCE OF 34.354 METERS (112.71 FEET); THENCE N 62°52'18" E, A DISTANCE OF 12.191

METERS (40.00 FEET); THENCE N 36°09'56" E, A DISTANCE OF 16.539 METERS (54.26 FEET); THENCE N 61°00'54" E, A DISTANCE OF 12.528 METERS (41.10 FEET); THENCE N 11°14'11" E, A DISTANCE OF 19.902 METERS (65.29 FEET); THENCE N 28°42'52" W, A DISTANCE OF 55.659 METERS (182.61 FEET); THENCE N 33°48'40" W, A DISTANCE OF 34.811 METERS (114.21 FEET); THENCE N 14°48'46" W, A DISTANCE OF 12.489 METERS (40.97 FEET); THENCE N 45°05'30" W, A DISTANCE OF 16.244 METERS (53.29 FEET); THENCE S 86°05'49" W, A DISTANCE OF 205.668 METERS (674.76 FEET); THENCE N 52°42'43" W, A DISTANCE OF 107.131 METERS (351.48 FEET) TO THE SAID POINT OF BEGINNING.

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

CONTAINING 1,032.035 NET ACRES MORE OR LESS.





LONG LAKE RANCH  
CONCEPTUAL MASTER PLAN  
PASCO COUNTY, FLORIDA  
PREPARED FOR:  
AMPROP DEVELOPMENT CORP.  
12950 RACE TRACK ROAD, SUITE 201  
TAMPA, FL 34626

PREPARED BY:  
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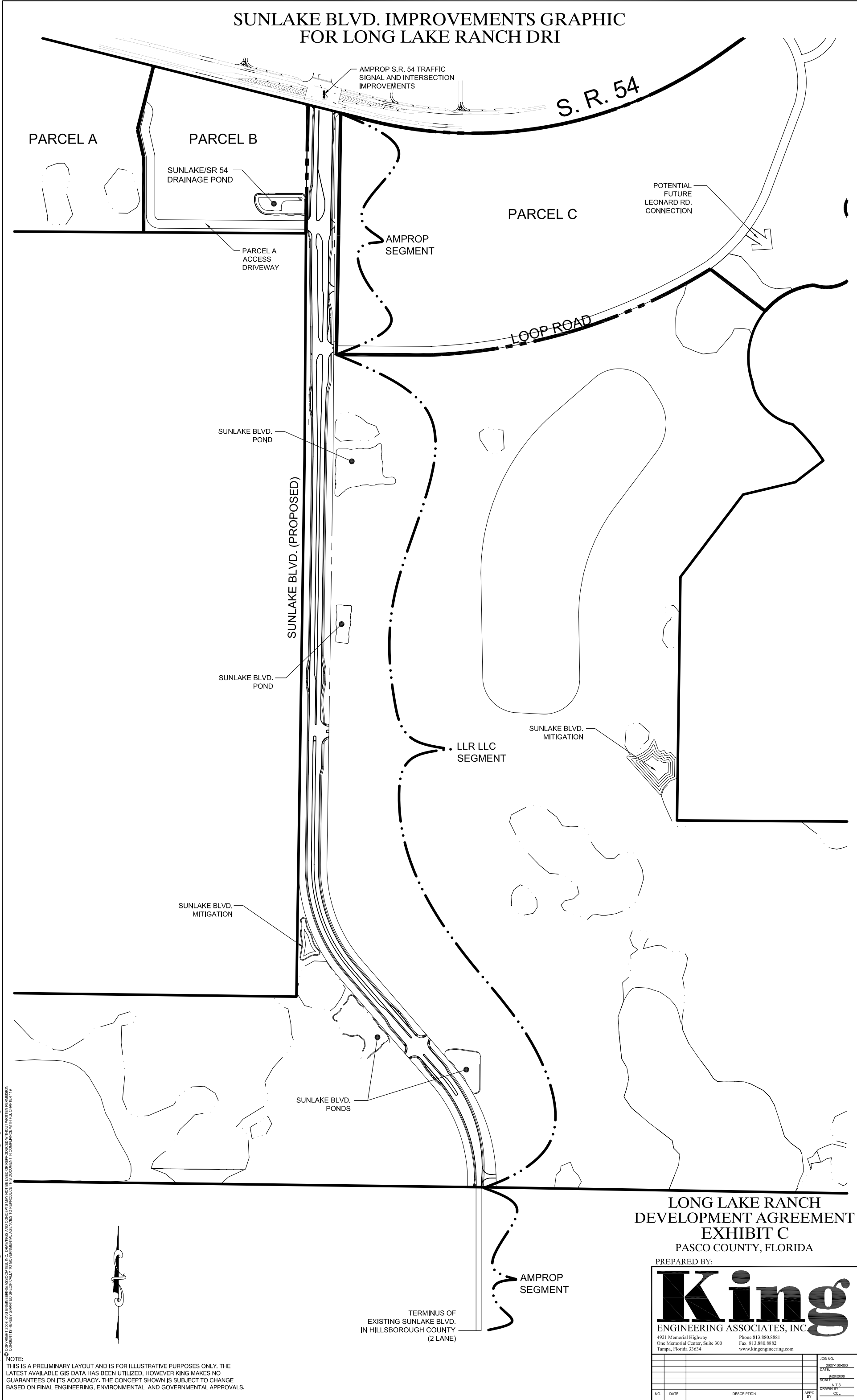
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SCALE: 1" = 300'

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



SUNLAKE BLVD. IMPROVEMENTS GRAPHIC  
FOR LONG LAKE RANCH DRI



LONG LAKE RANCH  
DEVELOPMENT AGREEMENT  
EXHIBIT C  
PASCO COUNTY, FLORIDA

PREPARED BY:

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NO.	DATE	DESCRIPTION	APPROVED BY

JOB NO.  
3027-100-000  
DATE:  
9/28/2008  
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