

**A RESOLUTION ADOPTING AN AMENDED, CONSOLIDATED, AND
RESTATED DEVELOPMENT ORDER APPROVING, WITH
CONDITIONS, THE WIREGRASS RANCH DEVELOPMENT OF
REGIONAL IMPACT NO. 260.**

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

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

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

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

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

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

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

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

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

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

WHEREAS, on May 5, 2009, in accordance with Section 380.06(19), Florida Statutes, as amended, Locust Branch LLC (Developer) filed a NOPC to the previous ADA for the Project. The NOPC, collectively with the ADA, are referred to herein as the application (Application); and,

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

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

WHEREAS, the NOPC requested the following: 1) change the Applicant and Developer of Record to Locust Branch, LLC; 2) modify the Land Use Equivalency Matrix (LUEM) attached hereto

and incorporated herein as Exhibit F to a) update the LUEM to reflect allowable conversions consistent with the revised land use table, b) allow the introduction of light industrial uses through a land use exchange, c) revise the cap on conversions of approved uses from 10% per phase to 10% of the total specifically approved entitlements, and d) add a maximum/minimum table to the LUEM; 3) amend the requirements for land use conversions; 4) change name of Porter Boulevard to Wiregrass Ranch Boulevard; 5) modify the Master Development Plan (Map H) to reflect: a) an exchange of locations and associated Project entitlements between Parcels O3 and M13; b) re-designation of Parcel V4 as Parcel M18 to allow mixed uses; c) addition of 50± acres of Parcel S3 to Parcel O3 to allow Office development; d) increase in the size of the Town Center (Parcel M7) to 138 acres and Parcel M15 by 10± acres; e) reduction in the size of Parcel S4 by 148± acres; 6) modify Exhibit E/Map H-3 (Land Use Schedule) to reflect the changes in Parcel acreages and conceptual entitlement allocations; 7) modify Exhibit I, the Wiregrass DRI Transportation Mitigation Terms and Conditions, to: a) reflect the renaming of Porter Boulevard to Wiregrass Ranch Boulevard; b) extend the due dates associated with the required performance guarantees; c) increase the Phase 1 proportionate share credit to reflect the hospital, medical office and hotel, employment center uses and community college limited exemption use; d) allocate entitlements attributable to each pipeline improvement; e) update the proportionate share mitigation dollar amount of phases 1-3 to reflect the Florida Department of Transportation July 2009 cost index and update Exhibit H, Proportionate Share Calculations as applicable; 8) modify the Land use Table to a) correct a scrivener's error to recognize that 1,000 not (400) of the Phase 1 and 1,500 (not 600) of the Phase 2 single-family residential units will be age restricted housing; and b) to establish 99,180 sq. ft. of Medical Office as a subset of the approved 400,000 square feet of the Office uses approved for Phase 1 (which included 90,000 square feet assumed in the traffic study plus 9,180 square feet which corresponds to a reduction in 34 single-family residential units from Phase 3); 9) extend the build-out dates associated with Phases 1-3 to by three (3) years from December 31, 2016 to December 31, 2019 and the development order expiration date by three (3) years from December 31, 2020 to December 31, 2023; and 10) recognize the

conversion of 84 single-family residential units from Phase 3 to a 707-student Community College campus advanced to Phase 1 (Proposed Changes).

WHEREAS, subsequent to the Developer's DRI declaration of sufficiency on January 20, 2010, the Developer and/or the County requested the following additional changes to the Proposed Changes: 1) amend the development order to correct various scrivener's errors and to provide for internal consistency within the development order; 2) revise the required annual reporting requirement to biennial; 3) define and explain the term "Limited Exemption" uses within the project; 4) revise the assignment of DRI entitlements requirements and add an Exhibit Q which lists vested assignments for DRI entitlements; 5) provide sub-phases for Phase 1 consistent with the revised Exhibit I; 6) modify the GPS control point due date; 7) acknowledge submittal and approval of the EMP and GSMP; 8) amend the deadline for approval of the Development Agreement; 9) modify the requirements for the Community and District Parks; 10) Revise the Master Development Plan (Map H) to reflect: a) an exchange of locations and associated conceptual entitlements on Exhibit E (Map H-3) between Parcel O3, M13, and a portion of S5; b) creation of Parcel M20 along S.R. 56; c) a decrease in Parcel S-5 by 118 acres d) an increase in Parcel O3 by 36 acres; e) addition of 50+ acres of Parcel S3 to Parcel M8 to allow mixed use; 11) a) provide for Attractions and Recreation Facilities (ARF) as a new land use in the LUEM; convert and advance 837 SFD units from Phase 2 to 300,000 square feet of ARF in Phase 1A; b) convert and advance 250 SFD units from Phase 3 to 360 hotel rooms in Phase 1A; c) convert and advance 250,000 square feet of office in Phase 3 to 100,000 square feet of medical office in Phase 1A; 12) further clarify land use exchange provisions and entitlement advancement provisions; 13) correct scrivener's error to reflect the 18-hole golf course in Table 1; and 14) provide a revised severability clause (the Proposed Changes in addition to and as modified by the foregoing additional changes shall be referred to as the Revised Proposed Changes); and

WHEREAS, all date extensions granted herein are inclusive of, and not in addition to, any extensions for which the Project may be eligible pursuant to Resolution 09-269, Ordinance No. 08-47 and Chapter 2009-96, Laws of Florida; and,

WHEREAS, in order to provide a single development order document incorporating all applicable provisions of the Original DO, the DO Amendment, and the NOPC, an amended, consolidated, and restated development order (DO) has been prepared; and,

WHEREAS, the Board of County Commissioners has approved the NOPC as modified by the Revised Proposed Changes on September 7, 2010, and hereby adopts this DO for the Project, which shall replace and supersede the Original DO and the DO Amendment in their entirety.

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

The NOPC for the Project is approved with conditions, as set forth in this DO, which is hereby adopted by the Board of County Commissioners:

WIREGRASS RANCH DEVELOPMENT ORDER

1. General Findings of Fact

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

- a. The foregoing "Whereas" clauses are hereby incorporated as Findings of Fact.
- b. The Application is incorporated into this DO by reference as Exhibit A.
- c. The nature, type, scope, intensity, costs, and general impact of the Project, as revised, are summarized in the Application, the Tampa Bay Regional Planning Council (TBRPC) DRI Final Report, and the TBRPC NOPC Report, which collectively are incorporated into this DO by reference as Exhibit B.
- d. A description of the real property (Property) is attached hereto as Exhibit C which is made part of this DO.
- e. The current Pasco County Comprehensive Plan (Comprehensive Plan) Future Land Use Map classifications for the Property are MU (Mixed-Use), RES-3 (Residential - 3 du/ga) and CON (Conservation Lands). The proposed development is consistent with the applicable provisions of the MU (Mixed-Use), RES-3 (Residential - 3 du/ga) and CON (Conservation Lands), and other applicable Goals, Objectives, and Policies of the Comprehensive Plan.

f. An application to rezone the Project to MPUD Master Planned Unit Development is on file with the County.

g. On March 8, 2010, the TBRPC notified the County that the TBRPC had prepared its NOPC Report and that the local government should act upon the pending application.

h. The Board of County Commissioners scheduled and held a public hearing on the NOPC application on September 7, 2010.

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

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

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

l. The Board of County Commissioners has received and considered the TBRPC NOPC Report on the NOPC application.

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

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

o. The DO is a valid final development order within the provisions of Section 163.3167(8), Florida Statutes, affecting the Property.

2. Conclusions of Law

The Board of County Commissioners hereby finds as follows:

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

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

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

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

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

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

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

3. Approval Stipulations

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

In the event the Pasco County Administrator or his designee (Administrator) determines that a violation of the provisions hereof has occurred, the Administrator may issue a Notice of Noncompliance to the Developer or its Successors in Interest. If noncompliance is not cured by the date stated in the Notice of Noncompliance, the Administrator may require that all development

related to the violation shall cease until the violation has been corrected. The Developer, or its Successors in Interest if applicable, may appeal the determination to the Board of County Commissioners pursuant to Article 317 of the Land Development Code. Notwithstanding the foregoing, violations of the Development Agreement (DA) hereinafter described, if required, shall be addressed in accordance with the provisions of the DA.

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

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

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

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

d. The approved DRI shall not be subject to downzoning, unit density reduction, or intensity reduction until December 31, 2023, unless the County can demonstrate that substantial changes in the conditions underlying the approval of the DO have occurred; or that the DO was based on substantially inaccurate information provided by the Developer; or that the change is clearly established by the local government to be essential to the public health, safety, or welfare. Compliance with this DO, the DA, the MPUD Master Planned Unit Development conditions, the Comprehensive Plan, and the Land Development Code, shall not constitute downzoning, unit density reduction, or intensity reduction for purposes of the prohibition contained in this paragraph.

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

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

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

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

g. For the purposes of this Development Order, the terms "Limited Exemption" or "Limited Exemption Uses" shall include but not be limited to hospital, medical office, office, community college, hotel, light industrial, and/or entitlements developed in accordance with the County's standards for Traditional Neighborhood Development (TND) and Transit Oriented Design (TOD); provided these uses qualify as limited exemption uses under County Land Development Code Section 402.7 or are otherwise approved by the Board of County Commissioner or the County Administrator (Limited Exemption Use[s]). Subject to a separate Board of County Commissioner or County

Administrator approval, any new Limited Exemption Use, not previously set forth on Exhibit I, may be granted a proportionate share credit and shall not require an amendment to this DO. The development of these Limited Exemption Uses are subject to the development standards contained within Section 5.b.(2)-(7), inclusive, of this DO.

4. Phasing and Duration

a. Phasing Schedule/Concurrency. Phases 1 through 3 of the DRI are specifically approved subject to requirements of this DO. Phase 4 of the DRI is conceptually approved. Specific approval of Phase 4 shall be granted upon submittal and approval of additional analyses of the project's impacts on Transportation and Air Quality, only, performed pursuant to the requirements of Section 380.06, Florida Statutes. Specific approval shall not be a reservation or guarantee of concurrency capacity for any public facility other than transportation and parks and recreation. For public transit, fire/EMS services, sheriff/public safety services, affordable housing and governmental administrative facilities, the County shall credit any land, facilities and any cash mitigation payments provided under this DO against future concurrency requirements. Any concurrency requirements for schools shall be determined by Exhibit N attached to this DO and applicable law. The reservation/guarantee of concurrency capacity for parks shall be through the build-out date of Phase 4 (December 31, 2023) subject to any extensions granted pursuant to Pasco County's Concurrency Management Ordinance and subject to compliance with the Recreation and Open Space conditions of the DO. The reservation/guarantee of concurrency capacity for transportation shall be through December 31, 2019 for Phases 1 through 3, subject to any extensions granted pursuant to Pasco County's Concurrency Management Ordinance after the effective date of this DO, and subject to compliance with the transportation conditions of this DO and any associated DA. Notwithstanding the entitlement limitations for each phase as set forth herein, the Developer may advance any specifically approved Office/Employment Center, Medical Office, Town Center, Hotel, Hospital, Community College, ARF, or Light Industrial entitlements [see Specific condition 5.b.(2)] or other Limited Exemption entitlements under Section 402.7 of Pasco County's Concurrency

Management Ordinance to an earlier phase without the requirement of a NOPC, MPUD amendment, or other amendment to this DO or the approved zoning for the Project. Any such advancement shall follow the requirements of Section 4.e and shall be reported to the County prior to, or concurrent with, such advancement, and then also shall be reported in the next biennial report for the DRI.

b. Effective Date and Duration

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

(2) The effective period of this DO shall be until December 31, 2023. The effective period may be extended by the Board of County Commissioners upon a showing of good cause and as provided by statutes. Application for such an extension shall be made at least sixty (60) days prior to the expiration date. All extensions shall be subject to a substantial deviation determination pursuant to Chapter 380.06(19), Florida Statutes.

(3) Development of the Project shall proceed in accordance with Map H attached hereto and incorporated herein as Exhibit G and the schedule indicated in Table 1 below:

Wiregrass Ranch DRI Land Use Table Table 1					
Land Use	Phase 1 – 2019	Phase 2– 2019	Phase 3 – 2019	Phase 4 – 2023	TOTAL
Residential. d.u.	6,000	4,689	132	1,000	11,821
(Single family)	(4,000)*	(3,163)**	(132)		(7,295)
(Multi family)	(2,000)	(1,526)		(1,000)	(4,526)
Retail s.f.	1,580,800	800,000	340,000	460,000	3,180,800
Hotel rooms	480				480
Office s.f.	310,000	599,080	150,000	875,000	1,934,080
Medical Office s.f.	199,180				199,180
Hospital beds	100				100
Community College (f.t.e. students)	707 (f.t.e)				707 f.t.e.
Attractions & Recreation Facilities (ARF)	300,000				300,000
Golf Course	18 holes				18 holes
Elementary Schools	1	1	1	1	4

*Includes 1,000 Retirement Housing units

**Includes 1,500 Retirement Housing units

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

d. Build-Out of Project

(1) Unless extended by the Board of County Commissioners pursuant to the Concurrency Management Ordinance, the build-out date of the specifically approved portions of the Project shall be December 31, 2019.

(2) Any delay in the build-out date beyond December 31, 2019 may require a new transportation analysis, in accordance with applicable law as the basis for a DO amendment which may include re-evaluation of required transportation mitigation. The Administrator or Board of County Commissioners may waive any applicable transportation analysis requirement for any entitlements within the DRI that satisfy the Limited Exemption criteria of Section 402.7 of the County's Concurrency Management Ordinance; however, build-out extensions for such entitlements are still subject to applicable statutory requirements in Section 380.06(19), Florida Statutes, as amended from time to time.

e. Assignment of DRI Entitlements

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

- i. specifically identifies the type and number of entitlements assigned, advanced or exchanged to the specific DRI parcel(s), or portions thereof, that is the subject of the permit application (i.e., 100,000 s.f. office use entitlements for Parcel O3);
- ii. specifically states the DRI phase for which said entitlements are assigned, advanced or exchanged (i.e., Phase 1A, 1B, 1C, 1D, 2 or 3);
- iii. is dated and executed by the Master Developer, witnessed by two witnesses, and notarized;
- iv. includes an accurate metes and bounds legal description of the specific DRI parcel(s), or portions thereof, to which the entitlements have been assigned, advanced or exchanged; and,
- v. is recorded in the public records of Pasco County, Florida.

(2) All such assignments, advancements and exchanges of entitlements shall be reported in the next biennial report for the DRI, and Exhibit E (Map H-3) of the DO shall be updated if applicable to reflect such assignment, advancement, or exchange of entitlements the next time the DO is otherwise amended. The allocation, assignment, advancement, exchange, or use of DRI entitlements and land uses shall be controlled by the Master Developer and shall be subject to the "Assignment of Wiregrass DRI Entitlements" requirements. For clarification, any and all reassignments, transfers or conveyances of DRI entitlements from a property particularly described in a previously recorded "Assignment of DRI Entitlements" to a lesser included property or a different property shall be treated as a new assignment and be subject to the "Assignment of DRI Entitlements" requirements and require the preliminary plan/preliminary site plan applicant to provide to the County a new original executed "Assignment of DRI Entitlements" including items (i) through (v), above, along with the following additional item: (vi) is dated and executed by the authorized assignor of such entitlements, witnessed by two witnesses, and notarized. No allocation, assignment, advancement, exchange or use of DRI entitlements or land uses shall be valid, effective, binding or authorized

unless approved by the Master Developer as required in this subsection. Only the Master Developer shall be authorized to amend Exhibit E (Map H-3), subject to the Land Use Exchange provisions in Section 5.c of this DO. All assignments are subject to compliance with the applicable zoning or MPUD Master Planned Unit Development Conditions of Approval and shall be consistent with the underlying Future Land Use classification.

(3) Unless otherwise determined by a court of competent jurisdiction, Exhibit Q lists the Assignment of DRI Entitlements that have been issued by the Master Developer as of April 1, 2010, and such listed Assignment of DRI Entitlements are therefore vested from the requirements of this Section 4.e. However, any and all reassignments, transfers or conveyances of listed Assignment of DRI Entitlements shall not be so vested and shall comply with this Section 4.e.

5. Specific Conditions

a. Development Components. The project consists of the land uses shown on Map H (Exhibit G) and described in Exhibit E (DRI Map H-3 Land Use Schedule). Land uses may be exchanged in accordance with the Land use Equivalency Matrix attached hereto and incorporated herein as Exhibit F, subject to the restrictions set forth in Specific Condition 5.c.

b. Land Use Development:

(1) Retirement Housing:

(a) The following number of residential dwelling units, 1,000 d.u. in Phase 1 and 1,500 d.u. in Phase 2, shall be deed restricted, designated and developed as adult communities pursuant to the assumptions of the ADA and Section 760.29, Florida Statutes (Retirement Housing) unless otherwise approved under the Land Use Equivalency Matrix in Specific Condition 5.c. The Developer shall comply with all Federal and State statutes and County requirements in establishing these deed restricted communities.

(b) Because the submitted traffic analysis assumes certain quantities of retirement, age restricted, 55 and older, or 62 and older housing, prior to the approval of each plat for such product areas, or where platting is not required, prior to approval of each

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

(2) Town Center/Employment Center:

(a) The Town Center in Parcel M7 of Map H shall be designed and constructed in accordance with the Town Center requirements of the Traditional Neighborhood Development (TND) ordinance including the required mixture of uses. A master plan consistent with the requirements of the TND ordinance shall be approved prior to any development within Parcel M7 of DRI Map H (see Exhibit G) or prior to final plat or construction plan approval of twenty five (25) percent of the specifically approved residential entitlements in the DRI.

(b) Parcels O1 and O3 consisting of 117 and 118 gross acres respectively designated "Office" on Map H-3, Land Use Schedule, must be developed in accordance with the "Corporate Business Park or Targeted Primary Businesses or Light Industrial Uses" categories portion of the Employment Center requirements of the County's adopted Comprehensive Plan and the Land Development Code (Section 522.8.D.1), unless comparable quantities of said

development type is constructed on other DRI parcels, and approved by a 4/5 majority vote of the Pasco County Board of County Commissioners, or such other uses that may be approved by the Pasco County Board of County Commissioners. Notwithstanding the above requirements, Parcel O3 shall be allowed to be developed with support commercial uses developed between SR 56 and the proposed reverse frontage road required through Parcel O3. Such support commercial uses may include but shall not be limited to restaurants, banks, office supply stores, grocery stores, cafes, coffee shops, dry cleaners, day care facilities, electronics retailers, health clubs, gas stations, personal services, hotel or other similar retail uses. These support commercial uses shall only be considered Limited Exemption uses if qualified under Section 402.7 of the Code. A minimum of 190 gross acres of Parcels O1 and O3 in the aggregate, approximately 100 acres and 90 gross acres respectively, shall be reserved for the "Office" development as defined above exclusive of support commercial that does not meet the limited exemption criteria of Section 402.7 of the Land Development Code.

(c) Unless otherwise approved by the Board of County Commissioners, the Developer shall be responsible for designing and constructing all necessary public infrastructure for the Town Center in Parcel M7 and Office/Employment Center areas in Parcels O1 and O3, including all road, intersections, and utility improvements, prior to approval of the first record plat(s) or construction plan approval(s) for fifty (50) percent of the specifically approved residential entitlements in the DRI, or as necessary to serve adjacent development or development within the Town Center and/or the Office/Employment Center areas, whichever occurs first. Such improvements shall be designed and constructed in accordance with the approved Map H , and shall be sized to accommodate the approved entitlements assigned to the Town Center and the Office/Employment Center uses.

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

(4) Community College

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

(b) If parcel M18 or any other parcel is developed as a Community College, that portion of the project shall qualify as a Limited Exemption as defined within the Pasco County land development code section 402.7 and shall be exempt from transportation concurrency. As such, neither the Community College, nor the Master Developer, shall be required to pay any proportionate share mitigation for any trips that may be generated in association with the Limited Exemption uses. The Community College shall be as defined in Section 1004.65, Florida Statutes. In no event shall the master developer be precluded from receiving proportionate share credit on parcel M18 for the Community College use as set forth in Exhibit I, nor shall the uses on M18 utilize or reduce the DRI entitlements other than the 707 fte students assigned to Parcel M18.

(5) Hotel. The project has received proportionate share credit for the proposed 120 room Hotel use which is set forth within Exhibit I. The proposed hotel shall be developed in accordance with the requirements of section 522.8.D.1.a.6 of the Pasco County land development code and must include a minimum 1,000 square feet of conference meeting space, with on-site catering services. The proposed Hotel may be located within a parcel designated as "M" or "O" subject to the underlying MPUD Master Planned Unit Development conditions of approval and shall be located within ¼ mile walking distance from Parcel O1, O2, O3, or from another parcel designated or constructed as Corporate Business Park, Targeted Primary Businesses, or Light Industrial Uses pursuant to the Employment Center Future Land Use requirements of the Comprehensive Plan and Section 522.8.D.1, Land Development Code.

(6) Attractions and Recreation Facilities (ARF)

Phase 1A shall include the entitlements for Attractions and Recreation Facilities (ARF). The ARF may include any uses described in Section 380.0651(3)(b), Florida Statutes. In recognition of the economic development and employment opportunities that the ARF may generate, the ARF shall be deemed to have satisfied the requirements of the land use exchange in Section 5.c and Exhibit F pursuant to this NOPC and the advancement of entitlements from one phase to another contained within Section 4.a and shall be allowed to be developed in Phase 1A (see paragraph 5(i) of Exhibit I). Subject to separate BCC or County Administrator approval, the ARF may be approved as a Limited Exemption Use and qualify for additional proportionate share credit under Exhibit I.

(7) Requirements for Limited Exemption Uses

(a) In the event the respective project owner or project developer of a property that contains a Limited Exemption use, its successors, assigns, or other end-user (the "End-user") converts any Limited Exemption uses or entitlements of the project to retail (that is not a retail use restricted to one (1) story of a multistory building, or within a Town Center or Transit Oriented Development, which conversions are permitted), residential, or other use or entitlement that does not meet the Limited Exemption use requirements of the Pasco County Land Development Code within twenty (20) years after the structure containing the applicable Limited Exemption use or entitlement received a Certificate of Occupancy, the End-user shall be required to i) pay to the County the project's respective proportionate share amount, or ii) identify and construct a mitigation pipeline project acceptable to the County and equivalent to the project's proportionate share amount, or iii) otherwise demonstrate compliance with the County's transportation concurrency requirements. The County and the Master Developer shall determine which of the above three options, option (i), (ii) or (iii), shall be required of the End-user. If there is no Master Developer or if no one claims to be the Master Developer, then the County alone shall determine which of the above options, option (i), (ii) or (iii), shall be required of the End-user.

(b) The owner of any qualified Limited Exemption use shall record against their respective property a private restrictive covenant (the "private use restriction") which evidences and establishes all of the foregoing use and conversion restrictions and associated obligations as an encumbrance against their respective property, names the County and Master Developer as third party beneficiaries of such private use restriction, and provides the County and Master Developer with specific enforcement rights with respect thereto. The project developer and owner of the Limited Exemption use shall obtain the County Attorney's and Master Developer's prior written approval of the form of the private use restriction, which approvals shall not be unreasonably withheld. The project developer or owner of the Limited Exemption use shall forward a copy of the recorded private use restriction to the County and Master Developer prior to the issuance of the first certificate of occupancy for the project.

(8) Land Use Consistency. To the extent that, and as long as, any portions of land lying within the DRI are located within the RES-3 FLU designation of the Comprehensive Plan, such land shall be governed by the RES-3 uses, densities, intensities and provisions until such time as the RES-3 requirements or the RES-3 FLU designation on such land has been amended. Upon amendment of the RES-3 requirements or the RES-3 FLU designation on such land, the foregoing restriction shall be released, and such land shall be governed by the uses, densities, intensities and provisions of the FLU designation and Comprehensive Plan then in effect. Anything to the contrary notwithstanding, to the extent that development contemplated by Section 5.b(2)(b) is not allowed on any portion of land lying in Parcel O3 as of December 31, 2012, the Developer shall designate other land to replace such land, and the replacement land must be within the Project, be a comparable size to the portion of land to be replaced, have S.R. 56 frontage, and allow development in accordance with Section 5.b(2)(b); and thereafter, the portion of land to be replaced shall be released from the requirements of Section 5.b(2)(b). Such a replacement shall be reported in the next biennial report for the DRI, and Exhibit G (Map H) shall be updated the next time the DO is otherwise amended.

(9) Interconnectivity

(a) The Developer shall design development in Parcels M20, C5 and M8 that lie between the Town Center (M7) and "lifestyle" center (C6) to ensure adequate pedestrian/bicycle/vehicular traffic connections between the Town Center in Parcel M7 and lifestyle center in Parcel C6. Such connections shall allow users of both centers to reduce usage of S.R. 56 and Wiregrass Ranch Boulevard.

(b) Unless otherwise approved by the DRC, prior to the issuance of any approvals or permits for any retail or office uses along SR 56, Wiregrass Ranch Boulevard, SR 581, and/or the SR 581 Realignment, and/or Chancey Road, or prior to approval of the final design plans for such roadways submitted by the developer, whichever occurs first, the Developer shall submit to Planning & Growth Management Department for review and approval, a plan depicting pedestrian/bike crossing design and standards for such roads or shall have incorporated such design and standards into the construction plans for each roadway. The following accredited publications shall be used as references for pedestrian facility design:

- i. Design & Safety of pedestrian Facilities, by the institute of Traffic Engineers (ITE), Publication No. RP-026.
- ii. Sections 316.130(7), (8), (9), and (14). Florida Statutes.
- iii. Safety Tool Box, By ITE.
- iv. Highway Design Handbook for Older Drivers and Pedestrians, by the Federal Highway Administration (FHWA), Report No. FHWA-RD-01-103.
- v. Intersection Geometric Design and Operational Guidelines for Older Drivers and Pedestrians, by the FHWA. Report No. FHWA-RD-96-132.

(c) The alignment of Wiregrass Ranch Boulevard and the SR 581 Realignment may change consistent with the settlement agreement with Pasco County and the Florida Department of Transportation (FDOT) dated December 22, 2006 attached here to as Exhibit M, or in accordance with Exhibit I, or as otherwise approved by the County and FDOT. The

Developer's obligations in the settlement agreement are incorporated herein as additional conditions of approval.

c. Land Use Exchange

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

(a) Exchanges between phases (e.g. Phase 2 to Phase 3) shall not be permitted. However, an exchange that has been made within the same phase may thereafter be advanced to an earlier phase if such advancement is allowed pursuant to Section 4.a. Entitlements advanced from one phase to another pursuant to Section 4.a shall not be considered a land use exchange.

(b) Office entitlements within the Wiregrass Ranch DRI and a minimum of 190 gross acres of the land area allocated to such entitlements (Parcels O1 and O3) shall not be reduced, exchanged or traded off for any other approved uses in the project, except for medical office or light industrial provided the medical office or light industrial is a Targeted Primary Business or is constructed consistent with the Corporate Business Park categories portion of Section 522.8.D.1, Land Development Code, or unless otherwise approved by a 4/5 majority vote by the Pasco County Board of County Commissioners.

(c) Hospital beds, medical office, and community college uses may be exchanged to office, medical office, light industrial, community college or other corporate business park, target industry, employment center or Limited Exemption Uses provided the uses are constructed consistent with Section 522.8.D.1, Land Development Code requirements.

(d) Retail use shall not be reduced, exchanged or traded off for any other approved uses in the project if it results in a reduction of the jobs to housing ratio below 1 to 1 for the specifically approved phases.

(e) Retail entitlements in the Town Center in Parcel M7 shall not be reduced.

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

(g) Except for the restrictions set forth above, the Master Developer may exchange/convert not greater than ten percent (10%) of the total specifically approved entitlements for any individual land use that is authorized through phase 3, but shall first notify the County and TBRPC and then shall report such conversion in the next biennial report. Notwithstanding the foregoing, the Master Developer may convert/exchange in excess of ten percent (10%) of the total specifically approved entitlements for any individual use to any Office (including medical office)/Employment Center or Town Center entitlements [see Specific condition 5.b.(2)] or other Limited Exemption entitlements subject to approval by Pasco County, and provided the Master Developer can demonstrate to the satisfaction of the County (at the time of land use exchange submittal to the County) and TBRPC that the proposed exchange does not result in a deviation greater than 2.5% in either the total entering or total exiting trip generation as approved.

(h) Except as may be provided for above in 5.c.1.g, any requested exchange that exceeds ten percent (10%) of the total specifically approved entitlements of any individual land use that is authorized through phase 3, shall require a Notice of Proposed Change (NOPC) for Wiregrass Ranch DRI. The NOPC shall include reevaluation of the approved list of transportation improvements as identified in the proportionate share table and mitigation table for each phase using the original approved traffic study data and analysis. The NOPC shall also include any additional data and analysis required by TBRPC and DCA.

(2) Land use exchange requests may only be requested by the Master Developer. The land use requested shall be consistent with the LUEM, this DO, the underlying Future Land Use classification, and the MPUD Master Planned Unit Development conditions of approval. The land use exchange request shall be provided to the County, with “information only” copies to the DCA and the TBRPC, for review and verification by the County that the requested land use will be consistent with the LUEM, this DO, the Comprehensive Plan, as amended, and the MPUD Master Planned Unit Development conditions of approval. Upon such verification, which shall not be unreasonably withheld or delayed, the Planning and Growth Management Department shall submit such exchange for approval (based on the same verification criteria state above) on the consent agenda at the next available DRC meeting which is at least fourteen (14) days from submittal to the County, DCA, and TBRPC. The use of the LUEM shall be reported in the next biennial report, which shall include an updated Exhibit E (Map H-3).

(3) Any other amendments to the land use mix or proposed phasing schedule shall be subject to the NOPC review process as required by Section 380.06(19), Florida Statutes.

d. Water Quality and Drainage

(1) Development of the project shall be consistent with the Level of Service (LOS) in Comprehensive Plan Policy DGR 5.1.1 and the Land Development Code as may be amended from time to time.

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

regulatory bodies shall be implemented. In addition, the Developer shall comply with the following design requirements:

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

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

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

(d) Should the Developer discover that any portion of the stormwater system is not being adequately maintained or that the system is not functioning properly, the Developer shall, within seven (7) days, report such fact to the County and shall promptly undertake any necessary repairs or modifications to the system. The biennial report shall include any such problems and the necessary repairs or modifications to remedy them as well as what repairs or modifications to the system have been undertaken since the previous biennial report.

(e) Landscape and irrigation shall be in conformance with the Land Development Code in effect at the time of preliminary plan/preliminary site plan approval.

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

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

- i. Lining stormwater ponds with clay or synthetic material if no natural clay layer exists;
- ii. ensuring that ponds and swales are properly grassed;
- iii. setting a maximum depth for stormwater storage;
- iv. implementation of a site-specific groundwater and surface water quality monitoring system;
- v. maintaining a minimum distance between pond bottoms and the top of the confining layer for the Floridan aquifer.

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

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

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

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

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

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

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

(o) On-site stormwater wet-detention ponds shall be designed in accordance with Southwest Florida Water Management District (SWFWMD) and Pasco County standards to include littoral zones constructed on slopes no steeper than a 4:1 horizontal to vertical ratio and shall be planted with or allowed to be colonized by native emergent and submergent vegetation. The Developer shall ensure, by supplemental replanting if necessary, that at least eighty (80) percent cover by native aquatic vegetation is established within the littoral zone (to include at a minimum the area between ordinary high water and ordinary low-water). At such time as SWFWMD releases the Developer from further obligation to provide certification of operation and maintenance as defined in the permit, the Developer shall be relieved of this obligation.

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

(4) No wetland outlet or conveyance, either natural or man-made, should be lowered in elevation, which could cause lower water levels and reduced hydroperiods. No changes to wetland outlets or conveyances should occur unless to restore artificially connected or drained wetlands to a more natural state such that historic wetland water levels and flow quantities are restored. The development activities shall not breach the clay-confining layer (aquiclude). A breach of the aquiclude shall be defined as any excavation into the confining layer that degrades the integrity of that confining layer as determined by SWFWMD or the County on a site-by-site basis. In those geographical areas of the County where there is no aquiclude present, excavation shall not proceed

to within five feet of the underlying limestone which is part of a groundwater aquifer as identified by the geotechnical engineer of record and confirmed by the County and SWFWMD. It shall be assumed that excavation which exceeds either of these criteria shall constitute adverse groundwater effects. Applicant's/Developer's responsibilities to prevent this occurrence and any remedial actions that are required should it occur shall be required to be addressed by the Developer prior to development. At the time the master drainage plan is submitted to the County, the Developer shall also submit the plan to Tampa Bay Water (TBW).

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

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

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

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

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

(a) A Ground Water and Surface Water Monitoring Plan (GSMP) has been approved by Pasco County (on January 15, 2010) that includes a ground water monitoring component and a surface water monitoring component. The Developer has developed the GSMP in accordance with Rules 62-4.246, 62-522 and 62-520.600, FAC and in coordination with the Florida Department of Environmental Protection (FDEP), SWFWMD, and TBW in order to establish parameters, methodology, sampling frequency, establishment of baseline data and locations of monitoring sites. The GSMP includes a surface water component to include sampling of those stormwater discharge points exiting the site and upstream and downstream sampling points within surface water systems adjacent to the site as described in the GSMP. The Monitoring Plan shall identify, measure and report any continuous and/or long term pre- and post- development changes in

water quality. The Monitoring Plan shall include the establishment of baseline conditions at points where surface water enters the property and where it exits the property as approved within the GSMP. Analysis shall include all primary drinking water standards contaminants as approved within the GSMP. If reclaimed water for irrigation purposes is used in the future, the GSMP may be amended as required for the use of reclaimed water.

(b) The GSMP was submitted to the FDEP, SWFWMD, TBW and Pasco County within 180 days of DO approval. The GSMP was approved by Pasco County and SWFWMD on January 15, 2010. The GSMP shall be instituted within 90 days of approval of the GSMP. Baseline monitoring and reporting shall be completed and submitted to the Pasco County Engineering Services, before the start of any construction activities on parcels other than those parcels approved under the existing MPUD, C-1 and C-2 zonings, the pending C-2 zoning on Parcel C6 (Lifestyle Center) or SR 56, Mansfield Blvd. and Chancey Blvd. infrastructure. If baseline monitoring and reporting has commenced and the GSMP is not approved within 90 days of submittal, the design and permitting of the project shall not be delayed. Subsequent monitoring shall continue through the build-out of the project/site unless otherwise determined by Pasco County Engineering Services. Analysis and reporting shall be annual unless degradations are identified and then monthly monitoring for the degradations until such time as the degradations are corrected. Degradations are any increase in any contaminant (as defined by applicable water quality criteria) that adversely impacts human health or causes a water to become impaired. There can be no increase in any current impairment that exists as defined by the baseline data. The Developer shall comply with any existing or future state or federal water quality criteria pursuant to SWFWMD, Pasco County, FDEP and/or U.S. Environmental Protection Agency (USEPA) rules and/or Pasco County Ordinance. Should FDEP determine that Total Maximum Daily Load (TMDL) contaminants occur at levels exceeding established standards/thresholds within the Wiregrass Ranch Watershed, the Developer shall amend the GSMP to incorporate TMDL monitoring and reporting in accordance with adopted future water quality criteria/rules.

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

(d) Should the Developer wish to add new land areas to the DRI which are not subject to the GSMP in place at the time of a NOPC submittal, the developer shall update the GSMP and such update shall be submitted to the County, TBW, FDEP and SWFWMD unless FDEP or SWFWMD and the County determine that the GSMP update/revision is not necessary.

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

e. Wellfield Protection

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

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

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

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

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

(c) Visually inspect the affected area.

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

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

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

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

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

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

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

f. Wetlands

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

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

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

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

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

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

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

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

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

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

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

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

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

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

g. Flood Plains/Disaster Preparedness

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

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

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

h. Vegetation and Wildlife

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

(2) The Developer shall conduct breeding season surveys for documented on site listed species, including Florida Sandhill Cranes, Sherman's Fox Squirrel, Wood Storks and Wading birds, within and adjacent to any parcel which contains suitable habitat (as defined through ADA surveys) and is planned for development immediately preceding or coinciding with the breeding season of these listed species. The results of the surveys shall be submitted to Pasco County Planning & Growth Management Department, Pasco County Biologist and the Florida Fish and

Wildlife Conservation Commission (FFWCC) for review and approval of conditions to protect listed species and their habitat consistent with statutory and rule requirements, including Section 68A-27, F.A.C. , Rule 9J-2, F.A.C., and Policy CON 1.1.2. Such conditions if appropriate shall be incorporated into the DO at the next time the DO is amended.

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

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

(5) Conservation Corridor

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

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

by the CDD(s), or similar entity as may be approved by Pasco County, to allow continued pedestrian access.

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

(d) Planned roadway crossings and transit alignments within the Conservation Corridor shall be consistent with crossing locations depicted on the Master Roadway Plan and all roadway and preliminary/construction plan under review or approved prior to DO adoption.

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

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

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

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

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

(6) Environmental Management Plan (EMP)

(a) The Developer has submitted an Environmental Management Plan for review and approval by Pasco County Planning & Growth Management Department, Pasco County Biologist, and the FFWCC. The EMP has been approved by Pasco County Planning & Growth Management Department and the Pasco County Biologist and is incorporated by reference into the DO as Exhibit P. Implementation of the EMP shall be the responsibility of the CDD or another entity acceptable to Pasco County.

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

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

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

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

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

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

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

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

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

viii. Conservation Corridor

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

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

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

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

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

b. Undercrossings shall be above seasonal high water;

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

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

e. Where undercrossings are not specified (Exhibit L) but protective measures are determined to be necessary to promote continuity of the

Conservation Corridor, wildlife crossing signage shall be provided as recommended by the County on a case-by-case basis.

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

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

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

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

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

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

i. Air Quality

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

(2) Prior to the first preliminary plan/preliminary site plan approval in Phase 4 of the project, the Developer or its successor shall submit an air-quality analysis regarding applicable Phase 4 transportation improvements consistent with the statutes and rules in effect at that time. If any unmitigated, adverse, air-quality impacts are identified as being caused by traffic generated by the project, this DO shall be amended to incorporate conditions for curing or mitigating such impacts.

j. Land

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

(2) Within 60 days after completion of S.R. 56 construction from SR 581 to Meadow Pointe Blvd., the Developer shall provide the Pasco County Engineering Services Department, Survey Division, with two (2) pair of Global Positioning Satellite (GPS) control points with twenty-four (24) hour access. The Developer and the County Surveyor shall mutually determine the location. The Developer's existing survey shall be valid for permitting purposes until final plat approval is requested. All final plats will be referenced from this point in accordance with Rule 61G17-6, FAC. All the GPS points shall be installed in accordance with standards contained in Rule 61G17-6, FAC.

k. Utilities

(1) Water Supply and Wastewater Treatment

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

(b) Pasco County has determined that capacity exists subject to the County receiving all the necessary permits and approvals to implement and construct the planned system improvements and plan expansions needed to serve the development, and water and wastewater services will be provided by Pasco County in accordance with Section 110 of the Pasco County Code of Ordinances as amended. The Developer shall construct all water and wastewater

facilities within the development to Pasco County standards in effect when construction drawings are approved by the Pasco County Utilities Services Branch (PCUSB).

(c) The Developer shall provide the PCUSB with a master water and wastewater utility plan prior to the first preliminary plan/preliminary site plan approval for any entitlements beyond those approved prior to the DO adoption, i.e., the Pulte S.R. 56 MPUD, or C-2 zonings.

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

(e) The Developer shall encourage the use of high-efficiency, low-volume, plumbing fixtures; appliances; and irrigation throughout the project through the establishment of an educational program. Water conservation educational materials shall be distributed to all homeowners, other landowners, and businesses.

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

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

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

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

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

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

iii. Water meters on all irrigation systems

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

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

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

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

(a) In the event of production failure or shortfall by TBW, as set forth in Section 3.1 9 of the Interlocal Agreement creating TBW, the Developer, regardless of the permitted use, shall grant Pasco County access to, and shall cooperate with the County in the allocation of

water generated within the project pursuant to any and all Water Use Permits or water use rights the Developer may have to use or consume surface or ground water within Pasco County.

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

(3) Solid/Hazardous/Biohazardous Waste and Recycling

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

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

(c) With the exception of the hospital, it is not anticipated that hazardous or toxic waste will be generated by the project. The Developer or his designee shall advise businesses within the project of applicable statutes and regulations regarding hazardous waste and materials, including those listed in Rule 9J-2.044, FAC.

(d) Solid-waste recycling shall be given a high priority, and a specific plan was submitted prior to December 31, 2008, and shall be approved by PCUSB to maximize solid-waste recycling for all types of development within the Wiregrass Ranch DRI. A monitoring report updating the implementation and progress of such recycling plan shall be submitted to the PCUSB by the Developer, HOA, CDD, or other entity approved by the PCUSB and shall also be included in the biennial report.

(e) In the event that businesses using or producing hazardous materials or medical waste locate within the project, these materials shall be handled in a manner consistent with applicable Federal, State, and Local regulations.

l. Energy

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

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

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

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

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

(d) Institute recycling programs.

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

m. Transportation

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

(1) Proportionate Share and Mitigation Alternatives

The Developer's proportionate-share mitigation dollar amount for Phases 1 through 3 of Wiregrass Ranch DRI is Three Hundred Eighty-Two Million, Five Hundred

Eleven Thousand, Three Hundred Fifteen and 00/100 Dollars (\$382,511,315.00) in June 2009 Dollars (the "Proportionate Share") as provided in Exhibit H. The Developer shall mitigate for the proportionate share traffic impacts of the development through the mitigative measures as set forth on Exhibit I. The Developer's compliance with this DO shall satisfy the Developer's Proportionate Share, and transportation concurrency obligations through December 31, 2019 for Phases 1 through 3, subject to any extensions granted pursuant to the Concurrency Management Ordinance. For any entitlement within subphase 1C or 1D (as further described in Exhibit I), a payment in the amount of \$45,557 per trip shall be required (Phase 1C/1D Per Trip Fee). The Phase 1C/1D Per Trip Fee shall be based on the trips generated by the applicable entitlement using the trip generation rates in the attached LUEM (Exhibit F). The Phase 1C/1D Per Trip Fee shall follow the procedure set forth in Exhibit I.

(2) Development Agreement

The County and Developer shall enter into a development agreement (DA) which shall be approved no later than 180 days after the MPUD zoning approval for the Project. However, notwithstanding the foregoing, the DA shall be submitted by the Developer within 150 days after the effective date of this DO and approved no later than one year after the effective date of this DO. Such DA shall set forth the terms and conditions governing the design, permitting, construction, and right-of-way acquisition for the Pipeline Projects in Exhibit I. The DA shall be prepared consistent with Exhibits H and I. In addition, the DA shall also contain: (a) the agreed schedule for the required Pipeline Projects to ensure such Pipeline Projects are expeditiously constructed; (b) a requirement that if the Developer should fail to adhere to the schedule in the DA, then no further Building Permits or development approvals shall be issued until the Pipeline Projects obligations have been recommenced to the satisfaction of Pasco County; (c) provisions for assistance from Pasco County in the acquisition of right-of-way, for the Pipeline Projects as needed; (d) requirements for financial performance guarantees to be provided by the Developer to ensure that the Pipeline Projects will be completed in accordance with the applicable schedule; (e) provisions addressing the required

payment of transportation impact fees, transportation impact fee credits, and any required cash mitigation payments; (f) insurance and indemnification requirements; and (g) other provisions as deemed appropriate by Pasco County. Changes to the DA which materially affect the requirements in Subsection (1) above, Exhibit H or Exhibit I, or which remove any condition required by Rule 9J-2.045, FAC, shall be amended in the DO through the NOPC process pursuant to Chapter 380, Florida Statutes. All other amendments to the DA shall not require an NOPC or DO amendment. The County may also address any of the foregoing requirements in the conditions of any rezoning approval within the DRI that predates adoption of the DA.

(3) All access and intersection improvements, number of access points, spacing, and geometry of access points shown on page 1 of 2 of Exhibit J (Site Access/Intersection Improvements) attached hereto shall be subject to compliance with the provisions of Pasco County's and the FDOT's access-management regulations. The Developer shall be responsible for construction of all access improvements shown on Exhibit J unless otherwise approved by the DRC prior to or concurrent with construction of infrastructure improvements to serve the portions of the project necessitating such improvements as determined by the County at the time of preliminary plan/preliminary site plan approval and/or at the time of issuance of access permits for the project, except where the DA provides a different deadline for such construction. At each preliminary plan/preliminary site plan approval, the DRC or Development Review Division may also require further site access/site-related intersection improvements and site access/site-related improvements. The need and analysis for turn lanes, traffic signals, turn lane lengths, and other site access/site related improvements shall also consider future DRI and non-DRI traffic that will utilize the same site access/site related improvements. Except where specifically allowed pursuant to the DA or this DO, these improvements are not creditable against the proportionate-share dollar amount or against the Pasco County Transportation Impact Fee requirements of the development.

(4) Trip Generation Monitoring

(a) Eighteen (18) months following construction plan approval for vertical construction of fifty (50) percent of the Phase 1 of the DRI in terms of the p.m. peak-hour project trip generation, or prior to construction plan approval for vertical construction of sixty-five (65) percent of the Phase 1 of the DRI in terms of p.m. peak-hour project trip generation or December 31, 2014, whichever occurs first, the Developer shall institute a monitoring program to provide external p.m. peak-hour counts and projected counts at the project entrances as set forth below. Monitoring shall continue on a biennial basis until project build-out. Each monitoring event shall be conducted within a six (6) month period from the due date of each biennial report to ensure that the counts are relatively current. The December 31, 2014 date includes the One Year Extension, the Two Year Extension, and the additional two (2) year extension granted pursuant to SB 1752.

(b) The monitoring program shall consist of weekday p.m. peak-hour directional counts from 4:00 to 6:00 p.m., with subtotals at fifteen (15) minute increments, at all project entrance driveways to the perimeter boundary of Wiregrass Ranch DRI. The sum of the project entrance trips will be totaled in fifteen (15) minute increments and the highest four (4) consecutive fifteen (15) minute totals will be summed to determine the project's total p.m. peak-hour traffic volume. This total will include net external trips, diverted trips, pass-by trips, and diverted pass-by trips. For Phase I the total pm peak-hour project trips at the project entrance driveways was estimated to be 10,288 (5,287 inbound and 5,001 outbound), which included 968 internal capture and 648 pass-by trips. For Phases I and II (cumulative) the total pm peak-hour project trips at the project entrance driveways was estimated to be 17,581 (9,131 inbound and 8,450 outbound), which included 2,670 internal capture and 690 pass-by trips. For Phases I, II, and III (cumulative) the total pm peak-hour project trips at the project entrance driveways was estimated to be 19,818 (10,077 inbound and 9,741 outbound), which included 3,428 internal capture and 786 pass-by trips.

(c) If monitoring results demonstrate that the project is generating more than two and one-half (2.5) percent above the number of trips estimated in the original analysis

or a biennial report is not submitted within thirty (30) days of its due date, Pasco County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), Florida Statutes, and may amend the DO to require additional roadway improvements. Any required transportation analysis shall be subject to review by all appropriate review entities.

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

(5) Public Transit:

The Developer shall comply with applicable County and Pasco County Public Transportation Department (PCPT) requirements to accommodate mass transit service to and within the project. In addition, the County and Developer shall enter into an agreement which shall be approved by the Board of County Commissioners prior to any preliminary plan/preliminary site plan approval within Parcel M7. The agreement shall set forth the terms and conditions governing the dedication and construction of public transit easements and amenities within the project including but not limited to: (a) ingress and egress route(s) for buses; (b) bus stop amenities to service the project, such as benches, bicycle racks, shelters, lighting, pedestrian walkways, and landscaping; (c) locations for bus stop pads along both sides (within the right of way) of all major roadways and frontage roadways at appropriate intervals as shown on the Wiregrass Ranch Master Roadway Plan (MRP) and along such roadways at major activity locations, such as high school, town center, employment center, and major commercial development areas, unless otherwise approved by PCPT, the DRC, or the Board of County Commissioners. For purposes of this requirement major roadways shall include those roadways shown on the MRP that have not received construction plan approval or 100 percent design approval as of the adoption date of this DO. Major roadways and frontage roadways (as defined above) shall be designed and constructed to accommodate bus stop amenities without retrofit to existing roadway cross section improvements (i.e., sidewalk, landscaping, drainage, etc) at the time when installation of bus stop amenities is required by PCPT. The Developer shall incur the cost for purchase, installation and maintenance of all shelters and accompanying concrete pads as required

by the PCPT, DRC or the Board of County Commissioners. Transit amenities within the Traditional Neighborhood Development Town Center shall be reviewed for conformance with LDC 800 at the time of preliminary plan/preliminary site plan review and approval for Parcel M-7. Preliminary and construction plan submittals/approvals for Parcel M-7, and for all major roadways and frontage roadways (as defined above) shall satisfy the foregoing requirements. The Developer will be entitled to a credit for any land areas dedicated to transit against any future transit infrastructure, transit concurrency mitigation, or the land portion of any future transit impact fee requirements and for the cost of all facilities provided by the Developer, against the facilities portion of any such future transit impact fee requirements. The Developer shall receive impact fee credit against the land portion of any future transit impact fee ordinance for the foregoing conveyances in the amount of Twenty Five Thousand and 00/100 (\$25,000.00) per upland developable acre actually conveyed, by easement or deed, to Pasco County. Transit impact fee credits shall not begin to accrue until such conveyance is complete. The Developer and/or their successors agree to maintain the transit accommodations facilities in good working condition as determined by PCPT. The Developer and their successors shall not refuse PCPT or any other transit authority, or any of their users/patrons, access to such facilities.

(6) Transportation Demand Management (TDM Program)

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

(7) Master Roadway Plan (MRP)

The Developer previously obtained approval of a MRP in connection with a prior MPUD approval for a portion of the DRI, which included various alternative standard requests and conditions. Unless otherwise approved by the DRC prior to or concurrent with the MPUD approval for the entire DRI but no later than 180 days after the effective date of this DO, a revised MRP for the entire DRI shall be approved by the DRC or Board of County Commissioners. The MRP shall include, at a minimum, subject to any approved variances or alternative standards, right-of-way widths (including right-of-way widths consistent with the Comprehensive Plan Corridor Preservation Table), roadway cross sections, number of lanes, intersection geometry, construction phasing, design speed, internal access points, bus stop pads, and alignment for all major County collector and arterial roadways within or adjacent to the DRI and not required by the Wiregrass Transportation Mitigation Table and Development Agreement. The MRP shall also demonstrate compliance with the County's collector and arterial design and spacing standards (Land Development Code, Section 610.3) subject to any approved variances or alternative standards.

n. Educational Facilities

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

(2) The development of the Wiregrass Ranch DRI will generate the need for educational facilities. The Applicant/Owner and the Pasco County School Board (School Board) have determined that there will be a need for one (1) high school site, one (1) middle school site, and up to four (4) elementary school sites. On March 2, 2004, the Applicant/Owner and the School Board entered into an Agreement intended to identify and address the school site needs described herein. This Agreement, as currently constituted and as it may be amended, is an enforceable obligation of the Developer. The Agreement provides for the conveyance of the school sites described herein and directs the Developer to provide road access and utility facilities to each school site. The Agreement with the School Board is hereby incorporated by reference into and made part of this DO as Exhibit N. The on and off-site infrastructure needed for the school sites in the Wiregrass Ranch DRI shall be the

responsibility of the Developer and School Board pursuant to the foregoing Agreement, or the responsibility of the School Board to the extent such infrastructure needs are not addressed in the foregoing Agreement. Pasco County shall not have any responsibility for the on and off-site infrastructure needed for the school sites in the Wiregrass Ranch DRI pursuant to any existing interlocal agreements between the School Board and Pasco County, except to the extent Pasco County has specifically agreed to be responsible for the Wiregrass Ranch DRI infrastructure as a whole in this DO or is otherwise required to provide such infrastructure pursuant to state law. The Developer is not entitled to school impact fee credits for the parcels described in the Agreement.

(3) The Agreement described in paragraph (2), above contemplates the sale to the School Board of one (1) high school parcel; one (1) middle school parcel; and up to four (4) elementary school parcels. The Developer and the School Board have agreed that each parcel will be provided road access and utility facilities. Educational facilities have already been constructed on the high school and middle school parcels. The Developer and School Board have identified parcels for three (3) elementary schools. The parcels are shown as V-1, V-2, and V-3 on Map H. The location of the fourth elementary school parcel has not been determined as of the date of adoption of this DO. The Developer and School Board anticipate that this parcel will be selected at a later date, pursuant to the Agreement, if the School Board determines such site is necessary. Based upon the foregoing, it is a condition of this DO that Pasco County shall not, without prior written agreement of the School Board, approve amendments to this DO or Map H which would cause or require the relocation or realignment of the road network depicted on Map H so as to either: (i) restrict or eliminate the required public road access to the school parcels selected by the School Board, or (ii) create an unsafe condition for the school sites which contravenes acceptable access management standards. This provision applies to public access serving the fourth elementary school once the location of said parcel is determined by the Developer and the School Board.

o. Recreation and Open Space

(1) The Developer shall comply with the provisions of Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, adopted by the Board of County Commissioners on January 29, 2002, and the Neighborhood Parks Ordinance, No. 02-26, as amended, subject to any variances granted under the ordinance. The Developer shall co-locate any required Neighborhood Parks with the Elementary School site V3 and the potential 4th elementary school site, if required, described in Section 5(n) unless (1) the approval of preliminary plans adjacent to the school sites prior to the DRI approval prevent such collocation, or (2) the Developer provides evidence acceptable to the DRC demonstrating that Land Development Code requirements or other governmental agency requirements prevent such collocation or (3) the School is already collocated with a District or Community Park.

(2) Within 90 days of written request by Pasco County, the Developer shall convey to Pasco County without compensation other than impact fee credits the following:

(a) A District Park Site comprising 80 contiguous, upland developable acres as depicted on Map H, with access from Mansfield Boulevard. The specific location and configuration of the site shall be acceptable to the Parks and Recreation Department and the Developer. The request for the District Park Site will be made no earlier than January 1, 2013.

(b) A Community Park Site comprising 16 contiguous, upland developable acres in Parcel M4A or another mutually acceptable location on DRI Map H, adjacent to the 24-acre Tennis Stadium site which already is subject to a Donation Agreement between the Applicant/Owner and Pasco County (which will therefore provide a 40-acre Community Park site, inclusive of the Tennis Center). The specific location and configuration of the site shall be acceptable to the Parks and Recreation Department and the Developer. The 16 acres of the Community Park may include future right of way required by the county collector road system as required within the MRP. As an alternative, the Developer may provide a forty (40) acre Community Park Site elsewhere within the DRI subject to approval by the BCC and contingent upon the County deeding the twenty-four (24) acre tennis stadium site back to the Developer, subject to compliance with applicable law.

(3) The Developer shall receive credits in accordance with the land portion of the Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, as amended, for the 80-acre District Park Site and the 16-acre Community Park Site (but not for the 24-acre Tennis Center site which is to be donated to the County). The Developer shall receive impact fee credit against the land portion of the parks and recreation impact fee for the foregoing conveyances in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000) per upland developable acre actually conveyed to Pasco County. Park Impact Fee Credits shall not begin to accrue until such conveyance is complete. All conveyances pursuant to this section shall be in accordance with Section 5(t)(3) of this DO. These requirements shall not affect any obligations of the Project relating to payment of applicable Parks and Recreation Impact fees if no credit is available pursuant to this Section 5.0 and the Parks and Recreation Impact Fee Ordinance. Wetlands, required buffers around wetland areas, and jurisdictional buffers shall not be eligible to be counted toward the required contiguous, developable, upland acres, unless such areas are usable in accordance with Section 5(f)(5) of this DO.

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

(5) The Developer shall provide all off-site infrastructure, including but not limited to, access roads, intersection improvements, stormwater drainage, and utilities (including but not limited to water, sewer, electric, cable and telephone) to the proposed entrance to the park sites, and all such connections shall be brought to the physical boundaries of said site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to final plat or construction plan approval of fifty (50) percent of the specifically approved residential entitlements of the DRI or December 31, 2017, whichever comes first. In addition, the Developer shall convert to upland and mitigate for any isolated wetlands located within the park boundaries and designated for impacts on the park site location approval, prior to final plat or

construction plan approval of fifty (50) percent of the specifically approved residential entitlements of the DRI or December 31, 2017, whichever comes first. To the extent necessary, Pasco County shall provide all necessary consents, easements, approvals, or other permit applications requested by the Developer that are necessary to provide such roads, utilities, and mitigation. Pursuant to Pasco County Parks and Recreation Impact Fee Ordinance No. 02-03, as amended, the Developer may enter into an agreement with Pasco County for park facility improvements. Credits/offsets against the facilities portion of the Parks and Recreation Impact Fee shall be granted pursuant to Section 3.04 of the Parks and Recreation Impact Fee Ordinance No. 02-03, subject to the Board entering into a separate written agreement with the Developer for the provision of such facilities within the District or Community park site.

p. Fire/Police/Libraries/General Government Services

(1) Pasco County shall provide fire and emergency medical services to the project. The Pasco County Sheriff's Office shall provide law enforcement services to the project. The Developer shall pay applicable impact fees for libraries, fire/emergency medical services (EMS), law enforcement and general government service buildings, subject to impact fee credits as provided for herein and applicable impact fee ordinances.

(2) The Developer shall convey to the County without compensation other than impact fee credit, three (3) sites for (i) a general government service center, (ii) fire/EMS facility, and (iii) sheriff substation in one or more of the following parcels (unless the Developer and County otherwise agree in writing): M7, M15, M4B, M6 or M8 of Map H. The specific location of each site shall be identified and agreed to by Pasco County and the Developer no later than the approval of the master plan for the Town Center in Parcel M7 by Pasco County. In addition, if Pasco County has not agreed to the specific location for each site prior to preliminary plan/preliminary site plan submittals for Parcels M15, M4B, M6 or M8, the Developer shall consult with the County Administrator, or his designee, regarding the location of the foregoing sites, and provide written evidence of the results of such consultation with the preliminary plan/preliminary site plan submittals for Parcels M15, M4B, M6

and M8. If Pasco County has agreed to locate any of the foregoing sites within any of the foregoing parcels, the preliminary plan/preliminary site plan submittal for such parcel shall depict the location, size and required infrastructure for such site. The fire/EMS site will be a maximum of 2 upland developable acres, and the sheriff substation will be a maximum of 1 upland developable acre (the County may agree to less acreage depending on the exact location and developer accommodation of parking, drainage/floodplain mitigation, etc.). The government services center site must be large enough to accommodate a 25,000 square foot building footprint for a 3-story building (total of 75,000 square feet) including sufficient parking, drainage/floodplain mitigation areas, etc., to accommodate such a building. Part of the government services center building may include a library. Subject to Pasco County and Sheriff's Office approval, the fire/EMS site and sheriff substation site may be combined into one site. Within 90 days of written request by Pasco County, each site, as applicable, shall be conveyed to the County and the Developer shall provide the County a legal description, sketch, and all other conveyance documents as required by the County for such site. The conveyances shall be deed-restricted to the foregoing governmental purposes. The Developer shall provide all off-site infrastructure, including but not limited to, access roads, intersection improvements, and utilities (including but not limited to water, sewer, electric, cable and telephone) to the proposed entrance to each site, and all such connections shall be brought to the physical boundaries of such site such that no additional jack and bore work will be required under any access roads. Such infrastructure shall be completed prior to approval of the first record plat or construction plan approval of fifty percent (50%) of the specifically approved residential entitlements in the DRI or as necessary to serve adjacent development or development within the Town Center. Except as set forth in this paragraph, the Developer shall not have any concurrency obligation(s) or DRI traffic mitigation obligations for such sites. The Developer shall allocate 75,000 square feet of office entitlement in Phase 3 for the government services building and Pasco County shall be responsible for any transportation proportionate share mitigation and/or any impact fees for such entitlements.

(3) In addition, the Developer shall mitigate any isolated wetlands located within each site's boundaries, if required to accommodate the improvements, prior to approval of the first record plat or construction plan approval of fifty percent (50%) of the specifically approved residential entitlements in the DRI or as necessary to serve adjacent development or development within the Town Center. To the extent necessary, Pasco County shall provide all necessary consents, easements, approvals, or other permit applications requested by Developer that are necessary for Developer to provide such roads, utilities, and mitigation. All conveyances shall be in a form acceptable to the County, free and clear of all liens, exempt from assessments and architectural/design requirements and/or design approval of all special districts, and exempt from all covenants and deed restrictions, except the specified public use.

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

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

(6) The Developer shall receive impact fee credit against the land portion of each applicable existing impact fee ordinance for the foregoing conveyances in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) per upland developable acre actually conveyed to Pasco County. Impact fee credits for all applicable impact fee ordinances shall not begin to accrue until such conveyance is complete. Credits for sites containing more than one public facility (i.e. fire/EMS and law enforcement) shall be prorated based on the percentage of the site occupied by each creditable public facility determined by the County Administrator or his designee.

(7) Wiregrass Ranch DRI shall be constructed to meet or exceed State and local fire codes and regulations. Prior to the issuance of Building Permits, the Developer shall provide

assurance that the buildings (excluding residential or other buildings not otherwise required to be sprinklered) will be supplied with sprinkler systems and that functioning fire hydrants in sufficient number and appropriate locations to accommodate the firefighting operations will be provided (8) The Developer shall review the concepts of "fire safe communities," as provided by the Florida Division of Forestry, and implement all appropriate measures.

q. Hurricane Preparedness

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

r. Affordable Housing

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

\$100 per single family residential unit

\$80 per multi-family residential unit

\$0.35 per gross square foot of retail space

\$0.25 per gross square foot of office space

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

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

(3) The cash mitigation payments shall be placed into a designated County special revenue fund for "Wiregrass Ranch DRI Affordable Housing Mitigation Fund" for a period of

not less than three (3) years after final approval of this Development Order, pending the potential approval of one (1) or more "on-site" affordable housing programs as set forth below. At the end of said three (3) year period, Pasco County may utilize the then-existing special revenue fund and any future cash mitigation payments, in its discretion within its affordable housing program(s), if no such "on-site" program has been proposed and approved for the Project.

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

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

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

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

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

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

i. Any entity within the Wiregrass Ranch DRI that sells a housing unit at an affordable price with an assumable equity mortgage satisfying the requirements of this subsection shall be entitled to a credit against the required cash mitigation requirement at the time the assumable equity mortgage is assigned to, and accepted by, Pasco County. An assumable equity mortgage is a mortgage equivalent to the difference in value between the affordable price for the housing unit and the appraised market price for the housing unit at the time it is sold, and provided to the seller of the housing unit in consideration for the seller agreeing to sell the housing unit at a reduced affordable price, which is sometimes referred to as an equity mortgage. To qualify for a credit against the required affordable housing cash payment, the assumable equity mortgage must: (a) be a recorded assignable and assumable first or second mortgage on the property, (b)

require repayment at closing in the event the housing unit is resold at a price that is not affordable, (c) have a value that is no less the value of the credit for one housing unit, as calculated pursuant to the formula set forth below and (d) is sold to a household that earns less than 120% of the adjusted median income for the Tampa-St. Petersburg-Clearwater SMSA. In the event of a repayment of an assumable equity mortgage, the County shall utilize the repayment proceeds in accordance with subsection r.(3).

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

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

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

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

the land or lots conveyed to the Non-Profit must be acceptable to the County Community Development Manager.

ii. Unless the County-wide affordable housing ordinance discussed in subsection r.(7) allows for a different credit amount, the amount of the credit for land or lots donated, or sold for a reduced price, to a Non-Profit shall be the actual appraised market value of the land or lots conveyed less the price paid by the Non-Profit, not to exceed \$30,000 per lot. In the event the conveyance involves land for more than one lot, or more than one dwelling unit can be built on the land conveyed, the maximum credit shall be \$30,000 multiplied times the maximum number of units that can be built on the property pursuant to applicable DRI, Comprehensive Plan, zoning and land development code requirements (as determined by the County Community Development Manager after consultation with the County Development Director).

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

s. Historical and Archaeological

Should any historical or archaeological resources be encountered within the project, measures shall be taken in coordination with the Florida Department of State, Division of Historical Resources, and Pasco County to either protect and preserve the site(s) in place or to mitigate any adverse impacts consistent with the requirements in Rule 9J-2.043, FAC. This DO shall be amended to incorporate any required mitigation consistent with Rule 1A-46, FAC. If any significant resources are found, a Certificate of Appropriateness must be obtained from Pasco County pursuant to requirements of the Land Development Code.

t. General Conditions

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

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

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

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

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

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

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

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

u. Procedures

(1) Biennial Reports

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

(b) The Developer shall provide a biennial report on the required form to the Pasco County Planning & Growth Management Department, the TBRPC, and the DCA on the two (2) year anniversary date of final adoption of the Original DO as amended by the DO Amendment on October 9, 2007 and every two (2) years thereafter during the term of this DO. The contents of the biennial report shall meet the requirements of Section 380.06(18), Florida Statutes and Section 9J-2.025(7) FAC, and shall include all additional data and information, as required in this DO.

(c) If the biennial report is not submitted within sixty (60) days after the due date, Pasco County shall notify the Developer and shall declare the project not to be in

compliance with this DO. Should the report not be submitted within thirty (30) days after such notification, all on-going development activity, the further issuance of Building Permits, and the extension of services to the project shall cease immediately pursuant to Section 380.06(17), Florida Statutes, as amended, until a public hearing has been held pursuant to Section 380.06(19), Florida Statutes, as amended, to determine if a substantial deviation has occurred.

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

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

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

iii. A synopsis of all DRI and zoning amendments.

iv. A synopsis of ownership (major parcels).

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

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

(2) Amendments/Substantial Deviations

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

(3) Notice of Adoption

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

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

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

(4) Severability.

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

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

DONE AND RESOLVED this _____ day of _____, _____.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

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

PAT MULIERI ED.D., CHAIRMAN

EXHIBITS

- A. Application* (ADA and Sufficiency Responses)
- B. TBRPC DRI Final Report* and NOPC Report
- C. Legal Description
- D. Developer's Commitments
- E. Land Use Schedule (Map H-3)
- F. Land Use Equivalency Matrix
- G. Map H – Master Plan
- H. Proportionate Share Calculation
- I. Wiregrass Ranch DRI Transportation Mitigation Table
- J. Site Access/Intersections
- K. Wetlands Categorization Map
- L. Conservation Corridor
- M. Settlement Agreement with Pasco County and FDOT dated December 22, 2006
- N. Agreement with School Board#
- O. Agreement with Florida Department of Community Affairs dated October 8, 2004
- P. Environmental Management Plan*
- Q. Assignment of DRI Entitlements by Master Developer (as of April 2010)

*Incorporated by reference only

EXHIBIT A

WIREGRASS RANCH DRI NO. 260

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

***INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND
GROWTH MANAGEMENT DEPARTMENT**

EXHIBIT B

WIREGRASS RANCH DRI NO. 260

TBRPC FINAL REPORT AND NOPC REPORT



NOPC

Notice of Proposed Change Report

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

DRI #260 - WIREGRASS RANCH PASCO COUNTY

On May 6, 2009 (dated May 4, 2009), the Applicant submitted a Notice of Proposed Change application requesting modifications to the Development Order. Supplemental information was received on October 30, 2009 (dated the same) and January 20, 2010 (dated January 13, 2010). The latter correspondence included a "Declaration of Sufficiency," indicating that no additional information would be provided in conjunction with the NOPC application. The following provides a summary of project entitlements and history, a description of the proposal, and the Council recommendation.

PROJECT DESCRIPTION

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

The project has been amended once, on October 9, 2007 (Resolution No. 07-291), to resolve an appeal by the Florida Department of Community Affairs, whereby Exhibit I was amended to clarify the Phases 2 and 3 proportionate share mitigation requirements.

PROPOSED CHANGES UNDER THIS NOPC

The Applicant has requested authorizations for the following modifications of the Development Order:

- change the Developer of Record to "Locust Branch, LLC;
- modify the Land Use Equivalency Matrix to potentially allow the introduction of Industrial uses and to modify the extent of flexibility of approved uses from 10% "per phase" to 10% of the "total specifically approved entitlements";
- modify the Master Development Plan (Map H) to reflect: an exchange of locations (and associated project entitlements) between Parcels O3 and M13; redesignate Parcel "V4" as Parcel "M18" (to allow mixed uses); add 50± acres of Parcel "S3" to Parcel "O3" (to allow Office development); increase the size of the Town Center (Parcel "M7") to 138± acres and Parcel M15 by 10± acres; reduce the size of Parcel S4 by 148± acres; establish a Parcel "S3A"; designate 80 acres of Parcel S5 as a County Park; convert approximately

220 acres of Parcel “S5” to new Parcels “M17” and “M19”; slightly amend the boundaries for Parcel C-8; designate approximately 21± acres of former Parcel M4A as County Park; depict the proposed realignment of Bruce B. Downs Blvd.; and rename “Porter Boulevard” to “Wiregrass Ranch Boulevard”;

- modify Exhibit E/Map H-3/“Land Use Schedule” (i.e. contains project acreages and designates parcel development by phase) to reflect changes in Parcel acreages and entitlement allocations reflected above and to “be consistent with the Development Order”;
- modify Exhibit I (entitled “Wiregrass DRI Transportation Mitigation Terms and Conditions”) to: reflect renaming of “Porter Boulevard” as “Wiregrass Ranch Boulevard”; extend the due dates associated with the required “Letters of Credit”; increase the Phase 1 proportionate share credit for the hospital and medical office employment center uses; allocate entitlements attributable to each pipeline improvement and the subphasing of improvements 6 and 7; and update the proportionate share costs to reflect July 2009 FDOT cost indexes; and add “the Pasco County 2 year extension to construction start dates and financial assurance column; and
- modify the Land Use Table to: correct a scrivener’s error to: recognize that 1,000 (not 400) of the Phase 1 and 1,500 (not 600) of the Phase 2 Single-Family Residential units will be housing units for the elderly, consistent with the transportation analysis and Map H-3; and to establish 90,000 sq. ft. of Medical Office as a subset of their approved 400,000 sq. ft. of General Office uses approved for Phase 1;
- modify numerous tables within Exhibit H to reflect the use of June 2009 FDOT cost indexes;
- extend the buildout dates associated with Phases 1 - 3 (to December 31, 2019) and the Development Order expiration date (to December 31, 2023), each by a period of three years;
- recognize the conversions of: 34 Single-Family residential units (from Phase 3) for 9,180 sq. ft. of Medical Office to be advanced to Phase 1; and 84 Single-Family residential units (from Phase 3) to 707-student Community College campus to be advanced to Phase 1;

The following constitutes the proposed/revised phasing schedule that shall be recognized within the amendatory language. The associated revisions are inclusive of the revisions requested above:

LAND USE		PHASE 1 (2019)	PHASE 2 (2019)	PHASE 3 (2019)	PHASE 4 ³ (2023)	TOTAL ³
RESIDENTIAL	#	6,000	5,126	382 ²	1,000	12,908 ²
	(Single-Family)	(4,000) ¹	(4,000) ¹	(382) ²	(0)	(8,382) ²
	(Multi-Family)	(2,000)	(1,526)	(0)	(1,000)	(4,526)
RETAIL	Sq. Ft.	1,580,800	800,000	340,000	460,000	3,180,800
OFFICE	Sq. Ft.	310,000	599,080	400,000	875,000	2,184,080
MEDICAL OFFICE	Sq. Ft.	99,180 ²	0	0	0	99,180 ²
HOTEL	Rooms	120	0	0	0	120
HOSPITAL	Beds	100	0	0	0	100
COMM. COLLEGE	Students	707 ²	0	0	0	707 ²
SCHOOLS/ELEMENTARY	#	1	1	1	1	4

1. Single-Family residential entitlements are inclusive of 1,000 “elderly housing units” within Phase 1 and 1,500 within Phase 2.

2. Reflected entitlements are inclusive of a Land Use Equivalency Matrix conversion requests included in the October 30, 2009 NOPC responses. The conversions cumulatively requested conversions of 118 Single-Family units (from Phase 3) for 9,180 sq. ft. of Medical Office and a 707-Student Community College campus, each to be advanced to Phase 1.

3. Specific approval of Phase 4 is contingent upon further transportation and air quality analyses.

CONSISTENCY WITH SUBSECTION 380.06(19), FLORIDA STATUTES

Subsections 380.06(19)(c), 380.06(19)(e)2.a., 380.06(19)(e)2.d., 380.06(19)(e)2.i. and 380.06(19)(e)3, F.S. identify the provisions applicable to this proposal. These citations reads as follows, respectively:

*“An extension of the date of buildout of a development, or any phase thereof, by more than 7 years shall be presumed to create a substantial deviation subject to further development-of-regional-impact review. An extension of the date of buildout, or any phase thereof, of more than 5 years but not more than 7 years shall be presumed not to create a substantial deviation... These presumptions may be rebutted by clear and convincing evidence at the public hearing held by the local government. **An extension of 5 years or less is not a substantial deviation.** For the purpose of calculating when a buildout or phase date has been exceeded, the time shall be tolled during the pendency of administrative or judicial proceedings relating to development permits. Any extension of the buildout date of a project or a phase thereof shall automatically extend the commencement date of the project, the termination date of the development order, the expiration date of the development of regional impact, and the phases thereof if applicable by a like period of time. In recognition of the of the 2007 real estate market conditions, all phase, buildout, and expiration dates for projects that are developments of regional impact and under active construction on July 1, 2007, are extended for 3 years regardless of any prior extension. The 3-year extension is not a substantial deviation, is not subject to further development-of-regional-impact review, and may not be considered when determining whether a subsequent extension is a substantial deviation under this subsection.”*

“changes in the name of the project, developer, owner, or monitoring official” is not a substantial deviation.

“changes in the configuration of internal roads that do not affect external access points” is not a substantial deviation.

“Any renovation or redevelopment within a previously approved development of regional impact which does not change land use or increase density or intensity of use” is not a substantial deviation. However, by contrast, the introduction of a new land use (Light Industrial) could be presumed to constitute a substantial deviation.

“Except for the change authorized by subsubparagraph 2.f., any addition of land not previously reviewed or any change not specified in paragraph (b) or paragraph (c) shall be presumed to create a substantial deviation. This presumption may be rebutted by clear and convincing evidence.”
[underline has been added to express intended provisions of current application]

DISCUSSION

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

1. *Locust Branch, LLC will be responsible for all biennial reporting and is a replacement as Developer of Record, not an addendum. (October 30, 2009 correspondence/Response to TBRPC #1/Page 17)*
2. *Additional impacts to wetlands and/or natural resources of regional significance are not anticipated by the proposed revisions to Map H. (October 30, 2009 correspondence/Response to TBRPC #3/Page 17)*
3. *The Applicant has requested the designation of a Parcel S3A based on a “real estate sale to Pulte Homes.” It is important to separate this parcel on Map H to clarify the limits of ownership and entitlement allocations as provided in the D.O. (October 30, 2009 correspondence/Response to TBRPC #4.G./Page 19)*
4. *No changes to the Development Agreement are required to address the changes proposed in the NOPC as the existing Development Agreement only addresses the construction of SR 56, which is unaffected by this NOPC. An additional Development Agreement will be proposed to reflect the changes proposed in the NOPC, subsequent to approval of an Amended and Restated Development Order issued in response to this NOPC. (October 30, 2009 correspondence/Response to TBRPC #9/Page 22)*
5. *Light Industrial shall be restricted (in location) to “M” or “O” parcels that have a Mixed use future land use designation, or other land use classification that allows for Light Industrial. (October 30, 2009 correspondence/Response to Pasco County #3/Page 30)*
6. *The Applicant will continue to work with the Parks Department to determine the appropriate time to dedicate the park facilities [in accordance with Development Order Conditions 5.o.2.a. & 5.o.2.b.]. (October 30, 2009 correspondence/Response to Pasco County #7/Page 31)*
7. *The revision of Phase 1 costs proposed in Exhibit I, does not result in changes to the Phase 1 mitigation tables. The costs on both the proportionate share and mitigation tables for Phase 1 were adjusted accordingly. The Applicant understands that the Phase 1 mitigation as required shall be constructed regardless of cost and Phase 1 mitigation projects remain the same. (October 30, 2009 correspondence/Response to Pasco County #16/Page 34)*
8. *There are no land use or entitlement revisions proposed as a result of the acreage changes. The acreage changes are proposed to deal with situations like the shifting alignment of Wiregrass Ranch Boulevard. (October 30, 2009 correspondence/Response to URS #6/Page 38)*
9. *With footnote (3) [of the Phase 1 Pipeline Projects table], the Applicant is requesting that any excess Phase 1 proportionate share credit be applied against, or credited to, the required Phase 2 proportionate share. (January 13, 2010 correspondence/Response to TBRPC #2.a./Page 1)*
10. *The Phase 1 Office was originally approved and included 90,000 sq. ft. of Medical Office as shown on Map H-3. The original Development Order table did not identify this Medical Office separately so it will be added to the Development Order land use table as a separate land use... With this land use table revision for Medical Office, a corresponding 90,000 sq. ft. shall be reduced from the “Office” total in the table. Finally, the conversion of Phase 3 residential units to 9,180 Medical Office are also included within the NOPC, therefore the Medical Office will be 99,180 sq. ft. in Phase 1. (January 13, 2010 correspondence/Response to TBRPC #3./Page 2)*

11. The Applicant “acknowledged” that by changing parcel boundaries and sizes, the potential exists for the creation of parcels that are too small to be developed without wetland impacts (e.g. Parcel M19) and that such approval, if granted, should not serve as future justification for further wetland impacts. (January 13, 2010 correspondence/Response to TBRPC #4./Page 2)
12. The Applicant has requested a three year extension (of the initial five years) for the phase buildout and Development Order expiration dates granted to all Developments of Regional Impact under Subsection 380.06(19)(c), F.S. This particular citation (in part) specifies that “An extension of 5 years or less is not a substantial deviation.” It is hereby stated that the project **did not qualify** for the three-year extension granted under the latter portion of Subsection 380.06(19)(c), F.S. (i.e. 2007 legislative revisions) since the Development Order was not initially adopted until July 17, 2007 and therefore couldn’t have met the pre-requisite to be under “active” construction on July 1, 2007. Additionally, the project **did not qualify** for the two-year extension recognized in SB 360 (2009 legislative revisions) since the *current* phase buildout dates fall outside the specified window of September 1, 2008 to January 1, 2012, a pre-requisite for such extension. (January 13, 2010 correspondence/Response to TBRPC #6/Page 3).
13. *The maximum and minimum table [associated with the Land Use Equivalency Matrix] will be added to Exhibit F in the final Development Order adopted by Pasco County along with the removal of any formulas not approved by Pasco County.* The associated “minimum: and “maximum” levels shall be reasonable and acceptable to Pasco County. (January 13, 2010 correspondence/Response to TBRPC #11.a./Page 4)
14. Since Wiregrass Ranch is part of the “Short Distance Rail Service Corridor - Wesley Chapel to Tampa,” *the Applicant will work with the County and consider the planned corridor in future planning on Wiregrass.* (January 13, 2010 correspondence/Response to Pasco County #9/Page 7)
15. Mansfield Boulevard will provide the access to the Count’s 80-acre park site. (January 13, 2010 correspondence/Response to Pasco County #10.c./Page 8)
16. *The [16-acre] county park will have direct access to Wiregrass Ranch Boulevard.* (January 13, 2010 correspondence/Response to Pasco County #10.d./Page 8)
17. The County has made references (and acknowledged by Applicant) to the potential construction of a “multi-sports complex” within the NOPC application (January 13, 2010 correspondence/Responses to Pasco County #10.c. & #10.e./Page 8). No clarification and/or response was provided by the Applicant as part of the NOPC application. However, based on a subsequent conversation with Pasco County staff, if constructed on the future Community Park parcel, these future amenities would be limited to **recreational** sports fields (i.e. football, baseball & soccer) and a possible concession stand. It is Council’s staff’s opinion that these particular uses, if constructed, would not warrant classification as a “Single (or Serial) Performance facilities within the Wiregrass Ranch DRI. However, any deviation from these named amenities may subject the proposal to further DRI review and analyses.
18. The Applicant has proposed revisions to the Land Use Equivalency Matrix, including the introduction of Light Industrial to the project and modifications to the “minimums” and “maximums” associated with each project use. Pasco County shall determine the extent of flexibility for these uses and incorporate the revised Matrix (with corresponding “minimums” and “maximums”) within the amendatory language.

19. Pasco County shall recognize and incorporate the Proposed/Revised Master Development Plan (***Exhibit 2*** of this Report) and the corresponding listing of entitlements (***Exhibit 3*** of this Report) into the amendatory language.

RECOMMENDED ACTION

Indicate to Pasco County and the Florida Department of Community Affairs that the proposal is presumed to create a Substantial Deviation, as defined above. However, it is the opinion of this agency that no unmitigated regional impacts would be expected upon inclusion of the recommendations/representations stated in the Discussion above within the amendatory language, as may be appropriate.

EXHIBIT 1
GENERAL LOCATION MAP

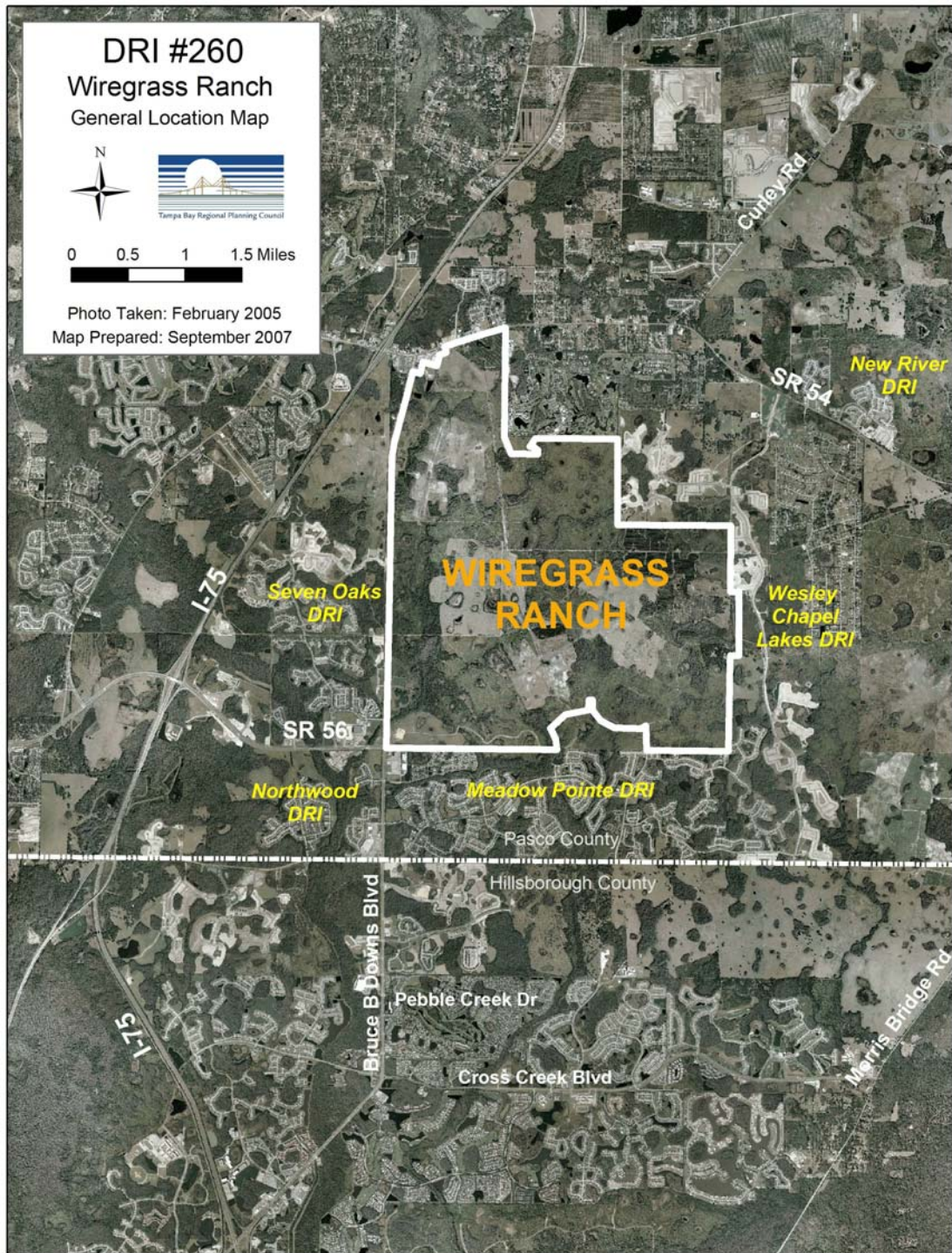


EXHIBIT 2 **PROPOSED/REVISED MASTER DEVELOPMENT PLAN (MAP H)**



EXHIBIT 3 MAP H-3 (PROPOSED)

Parcel	Gross Acres	Office/Retail	Dwelling Units	SPECIFIC				CONCEPTUAL			
				Phase 1 (2014-2015)	Phase 2 (2016-2017)	Phase 3 (2018-2019)	Phase 4 (2020-2021)	Phase 1 (2014-2015)	Phase 2 (2016-2017)	Phase 3 (2018-2019)	Phase 4 (2020-2021)
				Office/Retail	Dwelling Units	Office/Retail	Dwelling Units	Office/Retail	Dwelling Units	Office/Retail	Dwelling Units
S1	677		1,600		1,500		200				
S2	677		1,600		1,500		200				
S3 and S3-A	644		2,000		1,500		500				
S4 (See Schedule Below)	1,110		2,500		1,000		1,500				
S5	100		1,500		1,500		1,000				
TOTAL	3,118		8,600	4,600	6,000	4,000	4,200	4,000	4,000	4,000	4,000
C1	62		250,000		250,000		250,000				
C2	62		250,000		250,000		250,000				
C3	62		250,000		250,000		250,000				
C4	62		250,000		250,000		250,000				
C5	62		250,000		250,000		250,000				
C6	62		250,000		250,000		250,000				
C7	62		250,000		250,000		250,000				
C8 (See Schedule Below)	62		250,000		250,000		250,000				
M1	62		250,000		250,000		250,000				
M2	62		250,000		250,000		250,000				
M3	62		250,000		250,000		250,000				
M4	62		250,000		250,000		250,000				
M5	62		250,000		250,000		250,000				
M6	62		250,000		250,000		250,000				
M7	62		250,000		250,000		250,000				
M8	62		250,000		250,000		250,000				
M9	62		250,000		250,000		250,000				
M10	62		250,000		250,000		250,000				
M11	62		250,000		250,000		250,000				
M12	62		250,000		250,000		250,000				
M13 (See Schedule Below)	62		250,000		250,000		250,000				
M14 (See Schedule Below)	62		250,000		250,000		250,000				
M15	62		250,000		250,000		250,000				
M16	62		250,000		250,000		250,000				
M17	62		250,000		250,000		250,000				
M18 (See Schedule Below)	62		250,000		250,000		250,000				
M19	62		250,000		250,000		250,000				
TOTAL	62		250,000	4,600	6,000	4,000	4,200	4,000	4,000	4,000	4,000
C1	100		500,000		500,000		500,000				
C2	100		500,000		500,000		500,000				
C3	100		500,000		500,000		500,000				
C4	100		500,000		500,000		500,000				
C5	100		500,000		500,000		500,000				
C6	100		500,000		500,000		500,000				
C7	100		500,000		500,000		500,000				
C8	100		500,000		500,000		500,000				
C9	100		500,000		500,000		500,000				
C10	100		500,000		500,000		500,000				
C11	100		500,000		500,000		500,000				
C12	100		500,000		500,000		500,000				
C13	100		500,000		500,000		500,000				
C14	100		500,000		500,000		500,000				
C15	100		500,000		500,000		500,000				
C16	100		500,000		500,000		500,000				
C17	100		500,000		500,000		500,000				
C18	100		500,000		500,000		500,000				
C19	100		500,000		500,000		500,000				
C20	100		500,000		500,000		500,000				
TOTAL	100		500,000	4,600	6,000	4,000	4,200	4,000	4,000	4,000	4,000
C1	100		500,000		500,000		500,000				
C2	100		500,000		500,000		500,000				
C3	100		500,000		500,000		500,000				
C4	100		500,000		500,000		500,000				
C5	100		500,000		500,000		500,000				
C6	100		500,000		500,000		500,000				
C7	100		500,000		500,000		500,000				
C8	100		500,000		500,000		500,000				
C9	100		500,000		500,000		500,000				
C10	100		500,000		500,000		500,000				
C11	100		500,000		500,000		500,000				
C12	100		500,000		500,000		500,000				
C13	100		500,000		500,000		500,000				
C14	100		500,000		500,000		500,000				
C15	100		500,000		500,000		500,000				
C16	100		500,000		500,000		500,000				
C17	100		500,000		500,000		500,000				
C18	100		500,000		500,000		500,000				
C19	100		500,000		500,000		500,000				
C20	100		500,000		500,000		500,000				
TOTAL	100		500,000	4,600	6,000	4,000	4,200	4,000	4,000	4,000	4,000

Phase	Residential	Office	Medical	Hotel	Hospital	Community	Elementary
	SF	SF	SF	Rooms	Rooms	Rooms	Schools
Phase 1 (2014-2015)	4,000	2,000	1,000,000	400,000	100,000	100	1
Phase 2 (2016-2017)	4,000	1,000	800,000	300,000	100	100	1
Phase 3 (2018-2019)	4,000	1,000	800,000	300,000	100	100	1
Phase 4 (2020-2021)	4,000	1,000	800,000	300,000	100	100	1
Total	16,000	5,000	3,200,000	1,400,000	400,000	400	4

*THE PROPOSED ENTITLEMENTS SCHEDULE BY PARCEL SHOWN ABOVE IS ESTIMATED AND SUBJECT TO THE APPROVED TRADE OFF MATRIX AND CONDITIONS WITHIN THE APPROVED DEVELOPMENT ORDER.

NOTES:

1. PARCEL S4 IS AN ACTIVE ADULT COMMUNITY, ITS CODES 251 & 252 ASSUMED IN TRANSPORTATION ANALYSIS.

PHASE 1: TOTAL 1,000 UNITS
ELDERLY DETACHED: 400 UNITS
ELDERLY ATTACHED: 600 UNITS

PHASE 2: TOTAL 1,000 UNITS
ELDERLY DETACHED: 400 UNITS
ELDERLY ATTACHED: 600 UNITS

PHASE 3: TOTAL 1,000 UNITS
ELDERLY DETACHED: 400 UNITS
ELDERLY ATTACHED: 600 UNITS

PHASE 4: TOTAL 1,000 UNITS
ELDERLY DETACHED: 400 UNITS
ELDERLY ATTACHED: 600 UNITS

2. PARCEL G-2 INCLUDES A 100 BED HOSPITAL & 40,000-50,000 SQ. FT. MEDICAL OFFICE.

3. PARCELS V1, V2 AND V3 ARE ELEMENTARY SCHOOL SITES.

Revised: 10-23-2009

WIREGRASS RANCH
PASCO COUNTY, FLORIDA

MAP H-3
LAND USE SCHEDULE

King
ENGINEERING ASSOCIATES, INC.
1017 W. WINDY HILL
ONE WINDY HILL, SUITE 300
DAVENPORT, FLORIDA 33440
PHONE: 813-881-8881
FAX: 813-881-8882
E-MAIL: king@kingengineering.com
ENGINEERING LICENSE #00000010

JOB NO.
3778-001-000
DATE:
3-13-2009
SCALE:
N.T.S.



Chair
Commissioner Jack Mariano

Vice-Chair
Jill Collins

Secretary/Treasurer
Commissioner Larry Bustle

Executive Director
Manny Pumariega

June 25, 2010

Mr. Scott Sheridan
Planning Department Manager
King Engineering Associates, Inc.
4921 Memorial Highway, Suite 300
Tampa, FL 33634

Subject: DRI #260 - Wiregrass Ranch, Notice of Proposed Change, Pasco County

Dear Mr. Sheridan:

Council staff has completed our review of your June 18, 2010 e-mail and accompanying attachments. This e-mail pertained to potential allowance of a Attraction/Recreation Facility component within the project as part of the pending Wiregrass Ranch NOPC application.

The following comments concerning the proposed revision to the Trade-off Matrix are provided:

1. The Attraction & Recreation Facility (ARF) land use is a combination of the ITE Land Uses for Ice Skating Rink (ITE LUC 465) and Specialty Retail (ITE LUC 814). Trips for the ARF land use have been established as the average of the average for the two LUCs indicated. This has resulted in a trip generation rate of 2.54 trips per 1,000 square feet, and is considered acceptable.
2. The applicant has also included a trip rate per seat for the ARF in Exhibit F, the Wiregrass DRI Land Use Equivalency Matrix. The Ice Skating Rink has a trip generation rate based on the number of seats, however, the Specialty Retail land use does not. Therefore, a trip rate per seat should not be used or listed in the revised matrix.

If you should have any questions, please do not hesitate to contact me (ext. 29) or Mr. Roy Chapman (727/849-7588) as may be appropriate. Thank you.

Sincerely,


John M. Meyer
DRI Coordinator

cc: David Evans
Bill Merrill, Esq.
Cynthia Spidell, Pasco County
David Goldstein, Pasco County
Dan Santos, FDOT
Bernard Piawah, FDCA
Domingo Noriega, URS

EXHIBIT C

WIREGRASS RANCH DRI NO. 260

LEGAL DESCRIPTION

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

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

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

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

CONTAINING 5,118.640 ACRES, MORE OR LESS

EXHIBIT D

WIREGRASS RANCH DRI NO. 260

DEVELOPER'S COMMITMENTS

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

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

GENERAL

1. *The historic agricultural operations will continue during buildout of the DRI project, on portions of the ranch not yet acquired by the developers. Wiregrass Ranch, Inc. will maintain a prudent fencing program to segregate and control the cattle operations from the development areas. (ADA/Page 10-4 & SR3/Page 10-4 [Revised General Project Description])*
2. *Maximums and minimums of each land use have been added to the revised Exhibit 10-1 [i.e. proposed Land Use Equivalency Matrix]. The Applicant will accept a 40% limit as suggested by TBRPC. (SR2/Page 10-1)*
3. *The age-restricted parcels will have Covenants, Conditions and Restrictions in accordance with the Federal Housing for Older Persons Act requiring, at a minimum, that at least 80% of the homes will have at least one occupant who is 55 years or older, with no one under 19 years of age in permanent residence (defined as more than 90 days in any 12-month period). (SR3/Page 10-1)*
4. *Applicant has agreed to reserve 252-acres of office parcels (which could accommodate 18,406,930 s.f. at F.A.R. of 3.0 and .27 on the Mixed Use and Res-3 parcels) for a period of 10 years to assist the County's goal of encouraging employment centers, with 1.2-million square feet of office uses and a 100-bed hospital to be specifically approved as part of Phases 1-3. (SR3/Page 10-5)*
5. The Applicant has agreed to provision which would not allow conversions from Office (or reserved land area) to other project uses and a requirement for Pasco County Development Review Committee to approve all requested conversions from Office uses. (SR3/Page 10-6)
6. The Applicant has acknowledged that a DO condition will be imposed to "require a re-analysis, if the proposed build out dates are not achieved. In addition... there will be no time extensions allowed in the DO for the build out date for the amount of time this project will be and have been under review." (SR3/Page 21-22)
7. *The Applicant... points out the following "public" sites already accommodated by Wiregrass Ranch, or already committed: Public High School Site, Public Middle School Site, Four Elementary School Sites, National Tennis Center Site, Regional Hospital Site, Public Library Site, Governmental Services Site, Fire/EMS Facility Site, Sheriff's Operations Facility Site, and Employment Center(s). (SR4/Page 9-4)*

8. *The Applicant will agree to this proposed trade-off [i.e. 474 multi-family units for 199,080 sq. ft. of Office] in Phase 3 of the DRI should the 1:1 jobs to housing ratio not be met at that time. (SR5/Page 10-1)*
9. *Parcel S4... has been analyzed as elderly units... and will be deed-restricted. (SR5/Page 10-4)*

VEGETATION AND WILDLIFE

1. *No listed species will be taken without specific approval from or coordination with the FFWCC, which protects and/or regulates the above species [e.g. epiphytic orchids, wild pine air plants and pitcher plants]. Currently there are no proposed impacts to the habitats harboring the above listed species. Protection of these resources will be incorporated during design and permitting. (SR1/Page 10-10)*
2. *Wetland H25, within which this species [Hooded pitcher plant] is located on the subject property, will remain intact in the post-development condition. (SR1/Pages 12-2 & 19-7)*
3. *Development on Wiregrass Ranch will not significantly affect wading bird or bald eagle populations at off-site locations. Site plans call for preservation of the majority of onsite wetlands, particularly the high quality wetlands that are utilized by wading birds. (SR1/Page 12-3)*
4. *There will be more shallow, wet habitat areas in the post-development condition of the project than exist in the current condition. Therefore, the proposed project will not result in any net habitat loss or adverse impacts to wetland-dependent wildlife. (SR1/Page 12-4)*
5. *[Due to the existence of Tampa Butterfly Orchid, Green Fly Orchid and Giant Wild Pine Air plant] There are no specific wetland impacts proposed for the forested wetland area located in map grids D24 and D25 in the western portion of the project. (SR1/Page 12-5)*
6. *The Applicant... intends to provide a plan that maintains and improves those onsite habitat areas that are determined to be regionally significant natural resources - specifically the onsite Riverine Habitat areas. These areas will be incorporated into the overall plan as habitat corridors that will serve to link onsite habitats as well as offsite habitats and resources. (SR2/Page 10-5)*
7. *The upland and wetland areas where the Giant wild pine air plant occur...will also be preserved within an onsite wildlife corridor in the western portion of the property. The Pine lily, which occurs within upland buffers and shallow, transitional wetland fringes, will likely remain onsite since the majority of onsite wetlands will be avoided by site development and will include an average 25-foot upland buffer. Maintenance of these areas in their natural condition should ensure the future survival of these plant species on the Wiregrass property. (SR2/page12-6)*
8. *Roadway crossings of selected streams within the Wiregrass property, where necessary to provide access to developable upland areas, will include appropriately sized culverts to maintain adequate hydrologic connectivity. Wildlife undercrossings (box culverts) will also be specified at such crossings to enable post-development wildlife movement. (SR2/Page 12-7)*

9. *The Applicant agrees to conduct pre-development breeding season surveys for listed species including the Florida sandhill crane (within appropriate onsite wetland habitats), Sherman's fox squirrel (within onsite woodland pasture or live oak hammock areas subject to development), wood storks and wading birds (within appropriate nesting habitat subject to development impacts). It is understood that such surveys will only be required when proposed development activities within any onsite parcel will immediately precede or coincide with the recognized breeding season for these listed species (i.e., between late January and May for the Florida sandhill crane and wood stork, between June and September for wading birds, and either May through August or November through March for Sherman's fox squirrel). (SR4/Page 12-1)*
10. *Onsite creation mitigation areas are being designed and constructed so as to create a matrix of shallow and deep zones which will serve to maximize potential for wading bird foraging opportunities and will potentially afford additional habitat for nesting by Florida sandhill cranes. (SR4/Page 12-2)*

WETLANDS

1. *There will be no effort to further drain the site or lower wetland hydroperiods by way of drainage ditch construction. Where such artificial drainage ditches do occur, each will be assessed individually for potential abandonment at the construction plan development stage. (ADA/Page 13-3)*
2. *With 377± acres of creation mitigation identified on the conceptual site plan, the current plan represents greater than 2 acres of wetland creation for each acre to be impacted. (ADA/Page 13-8)*
3. *Wetland buffers will be provided as well as the maintenance of acceptable hydroperiods. (ADA/Page 14-4)*
4. *While certain offsite connectivity locations for these roadways are fixed (pre-determined by local government), the Applicant intends to propose an alignment for each of these roadways that accomplishes avoidance and minimization of wetland impacts to the greatest extent practicable. Similarly, site plans for each of the individual residential development parcels will include avoidance and minimization of wetland impacts (especially to higher quality wetlands) to the greatest extent practicable. (SR1/Page 13-8)*
5. *Prior to permitting and site development for any portion of the project, onsite wetlands will be delineated, surveyed and field verified/approved by the appropriate regulatory agencies to further refine the jurisdictional boundaries of onsite wetlands. (SR2/Page 13-1)*
6. *[In order to facilitate the development of viable wetland habitats in close proximity to active production wells], Applicant agrees to consult with Tampa Bay Water regarding the creation of any wetlands within the southwestern portion of the site (Parcels C5, C6, C7 and M12). (SR2/Page 13-4)*
7. *The golf course is not to be located in the environmentally sensitive north/south wetland corridor... The Applicant has agreed to design the golf course in conformance with the Audubon Signature Silver Program. (SR3/Page 10-12)*

8. *The Applicant agrees to show [all conservation easements, wildlife corridors and wildlife crossing locations with buffer areas] on all future plan submittals. (SR3/Page 13-1)*
9. *The Applicant will commit to design the stormwater management system to provide full treatment prior to discharge into Wetland H25. (SR3/Page 13-4)*
10. *The Applicant further commits to the provision of a natural upland buffer around the perimeter of Wetland H25 which will have an average width of greater than 25', with portions of the buffer expanding well beyond 25' in width. In addition, the proposed stormwater treatment ponds adjacent to Wetland H25 will serve to further buffer the wetland from surrounding residential lots and roadways in the post-development condition. (SR3/Page 13-4)*
11. *In order to promote long-term persistence of the existing pitcher plant colony associated with Wetland H25, the applicant will implement a management plan for this wetland. The management plan (under the responsibility of the CDD) [Developer Clarification: or other permanent maintenance entity] will include semi-annual mechanical thinning of invasive woody (shrubs & small trees) and weedy (grasses and tall herbs) vegetation. Removal of any grass or leaf build up (by use of hand rakes or other non-invasive means) will also occur during these periodic maintenance events. (SR3/Page 13-4)*
12. *This wetland [Wetland H25] will be preserved (as will other wetlands within the project) via recording of a conservation easement to be dedicated to Pasco County or the CDD [Developer Clarification: or other permanent maintenance entity]. (SR3/Page 13-4)*

WATER QUALITY

1. *Accepted engineering practices will be utilized within on-site retention, detention, and filtration stormwater management facilities. (ADA/Page14-3)*
2. *On-site surface waters within Wiregrass Ranch DRI will be protected from construction impacts by various measures, including the use of staked hay bales and silt screen fences in order to reduce both erosion and sediment transport into wetland areas. (ADA/Page 14-4)*
3. *The deeper clayey semi-confining unit materials will not be excavated for stormwater pond/lake construction; therefore, they will remain in place and provide protection to the Floridan Aquifer system. (SR1/Page 14-1)*
4. *During the project design phase, prior to permitting, as required by SWFWMD and Pasco County, the project geotechnical engineer will perform a geotechnical assessment of each proposed stormwater pond/lake area, via a series of Standard Penetration Test borings per ASTM D-1586... (SR1/Page 14-8)*
5. *The Applicants will provide SWFWMD Public Awareness Brochures such as "Protect Your Family and Our Water Resources from Household Chemicals" and "Florida Friendly Landscaping" within its sales and leasing centers... (SR1/Page 14-11)*

6. *As presented within Exhibit 14-5, Wiregrass “Ecosystem and Watershed Planning” narrative and the riverine habitat corridor exhibit, the Applicant is also providing a ±250 acre open space corridor adjacent to this resource [i.e. on-site tributary to Trout Creek] to further protect it in the post development condition [Developer Clarification: as depicted in the ADA]. (SR2/Page 10-3)*
7. *The Applicant does not propose any golf course in, or adjacent to, the North South Wetland Corridor Preservation Area. (SR2/Page 10-12)*
8. *The Applicant will create a Groundwater Management Plan to include groundwater and surface water monitoring. The Applicant will consult with FDEP on background water quality sampling points and monitoring requirements. (SR2/Page 14-2)*
9. *The issue of sinkhole potential will be properly and carefully evaluated in any significant site planned or contemplated effluent holding or storage ponds, and in specific larger scale building or structures areas where deep SPT borings are necessary to the limestone level for prudent geotechnical evaluation/assessment. Appropriate subsurface remediation and/or site plan changes will be made, if necessary, based on geotechnical studies specifically designed related to this matter, at the time such studies are warranted. (SR2/Page 14-9)*
10. *The applicant commits to preparing a groundwater monitoring plan, and will incorporate this requirement into the Development Order as a condition of approval. (SR2/Page 14-10)*
11. *The Applicant understands the environmental sensitivity of these off-site water resources [i.e. Trout Creek, Clay Gully/Locust Branch and other tributaries to the Hillsborough River] and has agreed to provide a significant buffer to the Category I wetland on-site that is a tributary to Trout Creek [Developer Clarification: as depicted in the ADA]. (SR3/Page 10-11)*
12. *The Applicant has agreed to include these items (i.e. Phase I Assessment, all historical test bore subsurface data, and a focus on site-specific areas where rapid or direct discharge of reclaimed water to the Floridan aquifer is to be avoided) in the Groundwater Monitoring Plan. (SR3/Page 14-1)*

SOILS

1. *Buildings will be constructed on compacted fill material, with habitable structures sufficiently elevated to be at or above the determined 100-year flood elevation. (ADA/Page 15-1)*
2. *The Applicant further agrees to notify Tampa Bay Water in the event of a sinkhole occurrence during site development. (SR2/Page 15-1)*
3. *At least one pond boring will be provided at each stormwater pond/lake location for the project... (SR3/Page 15-2)*

FLOODPLAINS

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

WATER SUPPLY

1. *The developers of Wiregrass Ranch DRI will practice water conservation in both residential and non-residential development... Irrigation systems' designs will utilize the best design principles for water conservation and efficient application. (ADA/Page 17-4)*
2. *The stormwater management plan will place particular emphasis on these methods to enhance water quality by using natural biological mechanisms for the breakdown of pollutants and nutrient uptake. (ADA/Pages 14-3 & 19-2)*
3. *The applicant will provide infrastructure and pipelines for reclaimed water, and is negotiating with Pasco County regarding the availability of reclaimed water to serve the project. Provided the County can supply reclaimed water to Wiregrass, the Applicant is committed to install the pipeline on-site to make this resource available to the residents. (SR2/Page 17-1)*
4. *The Applicant agrees to [the following] conditions being placed in the Development Order as stated below...: (SR4/Page 8-1)*

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

- A. *In the event of production failure or shortfall by Tampa Bay Water, as set forth in Section 3.19 of the Interlocal Agreement creating Tampa Bay Water, the Developer, regardless of the permitted use, shall grant Pasco County access to, and shall cooperate with, the County in the allocation of water generated within the project pursuant to any and all Water Use Permits or water use rights the Developer may have to use or consume surface or groundwater with Pasco County.*
- B. *Prior to the Developer releasing, transferring, or selling any water or Water Use Permits or water use rights, the Developer shall notify Pasco County, and Pasco County shall have the right of first refusal to purchase such water or Water Use Permits or water use rights.*

WASTEWATER MANAGEMENT

1. *Permanent septic tanks will not be used in Wiregrass Ranch DRI. (ADA/Page 18-3)*
2. *Temporary septic storage tanks may be used for temporary sales trailers and construction trailers. These facilities will be disposed of off-site as appropriate. No discharge of temporary septic tanks is anticipated on-site. (SR1/Page 18-2)*

EXHIBIT E

WIREGRASS RANCH DRI NO. 260

LAND USE SCHEDULE (MAP H-3)

				SPECIFIC						CONCEPTUAL	
Parcels	Gross Acres	Office/Retail	Dwelling Units	Phase 1 (2016 2019)		Phase 2 (2016 2019)		Phase 3 (2016 2019)		Phase 4 (2020 2023)	
				Office/Retail	Dwelling Units	Office/Retail	Dwelling Units	Office/Retail	Dwelling Units	Office/Retail	Dwelling Units
Single Family Dwelling Units											
S1	677		1,600		1,300		300				
S2	327 325		990 452				490 320		500 132		
S3 and S3-A	644 601		2,000		1,300		700				
S4 (See Schedule Below)	1,115 1,006		2,500	18 Hole Golf Course	1,000		1,500				
S5	572 232		1,500 743		400		1,100 343				
TOTAL			8,500 7,295		4,000		4,000 3,163		500 132		
Retail											
C1	53 51	250,000				200,000		50,000	25k east of loop rd-		
C2	36	275,000		275,000	30K east of Porter Blvd.				S.R. 581 Realignment		
C3	30	60,000			Wiregrass Ranch Blvd					60,000	
C4	45	50,000								50,000	
C5	66	240,000				215,000		25,000			
C6	71	800,000 (647,500)		725,000 (647,500)		75,000					
C7	54 64	120,000									120,000
C8 (old parcel C9)	23 25	100,000									100,000
M1	50 47	300,000				225,000		75,000	50k east of loop rd-		
M2	32								S.R. 581 Realignment		
M3	92 78	560,000 540,800		525,000 505,800	60k north of loop rd-	35,000					
M4A	29 11	10,000			S.R. 581 Realignment			10,000			
M4B	17										
M4C	16										
M4D	14										
M5	14										
M6	25										
M7	48 138	150,000		50,000		50,000				50,000	
M8	22 73										
M9	54	80,000								80,000	
M10	26										
M11	40	30,000		120 Hotel Rooms				30,000			
M12	133										
M13 (old parcel C8)	80 82	100,000						100,000			
M14 (old parcel M17)	41										
M15	22 32	75,000		25,000				50,000			
M16	19 26										
M17	101	50,000								50,000	
M18 (old parcel V4)	47			707 Students	Community College						
M19	4										
M20	79	300,000 Att. & Rec. Fac.		300,000 Att. & Rec. Fac.	360 Hotel Rms						
TOTAL		3,200,000 3,180,800		1,600,000 1,580,800		800,000		340,000		460,000	
Office											
O1	108 117	500,000	Office							500,000	
O2*	62 56	90,000 99,180	Medical Office	90,000 99,180	Medical Office						
O3	82 118	1,200,000 1,049,080	Office	260,000 60,000		340,000 539,080		300,000 150,000		300,000	
M1	50 47										
M2	32										
M3	92 78										
M4A	29 11										
M4B	17										
M4C	16										
M4D	14										
M5	14										
M6	25										
M7	48 138	150,000		50,000		50,000				50,000	
M8	22 73										
M9	54										
M10	26	75,000 25,000						50,000 0		25,000	
M11	40	50,000 0						50,000 0			
M12	133										
M13 (old parcel C8)	80 82										
M14 (old parcel M17)	41	10,000				10,000					
M15	22 32										
M16	19 26										
M17	101										
M18 (old parcel V4)	47										
M19	4										
M20	79	300,000 100k med office		300,000 100k med office							
TOTAL		2,075,000 1,934,080		400,000 310,000		400,000 599,080		400,000 150,000		875,000	
Multi Family Dwelling Units											
M1	50 47										
M2	32		400				400				
M3	92 78										
M4A	29 11		490 226				250 76				150
M4B	17		100								100
M4C	16		130								130
M4D	14		120								120
M5	14										
M6	25		350 0				350 0				
M7	48 138		600		100		300				200
M8	22 78		400		400						
M9	54		400		400						
M10	26										
M11	40										
M12	133		900		800						100
M13 (old parcel C8)	80 82		900 950				700 750				200
M14 (old parcel M17)	41		300		300						
M15	22 32										
M16	19 26										
M17	101										
M18 (old parcel V4)	47										
M19	4										
M20	79										
TOTAL			5000 4,526		2,000		2,000 1,526				1,000

Note: ** Includes 100 bed hospital. The 99,180 sq. ft analyzed as medical office

Phase	Residential		Retail sq. ft.	Office sq. ft.	Medical Office sq. ft.	Hotel Rooms	Hospital Beds	Community College	Attraction and Recreation Facility	Elementary Schools	Golf Course (holes)
	SF DU	MF DU									
Phase 1 (2016 2019)	4,000	2,000	1,580,800	490,000 310,000	90,000 199,180	120 480	100	707 F.T.E Students	300,000	1	18
Phase 2 (2016 2019)	4,999 3,163	2,000 1,526	800,000	599,080	0	0	0	0	0	1	0
Phase 3 (2016 2019)	500 132	0	340,000	400,000 150,000	0	0	0	0	0	1	0
Specific Approval Total	8,500 7,295	4,000 3,526	2,720,800	1,200,000 1,059,080	90,000 199,180	120 480	100	707 F.T.E Students	300,000	3	18
Phase 4 (2020 2023)	0	1,000	460,000	875,000	0	0	0	0	0	1	0
Conceptual Approval Total	8,500 7,295	5,000 4,526	3,180,800	2,075,000 1,934,080	90,000 199,180	120 480	100	707 F.T.E Students	300,000	4	18

*THE PROPOSED ENTITLEMENTS SCHEDULE BY PARCEL SHOWN ABOVE IS ESTIMATED AND SUBJECT TO THE APPROVED TRADE OFF MATRIX (EXHIBIT F) AND CONDITIONS WITHIN SECTIONS 4.b, 4.e, and 5.a OF THE APPROVED DEVELOPMENT ORDER.

NOTES:

1. PARCEL S-1S SINGLE FAMILY RESIDENTIAL INCLUDES AN ACTIVE ADULT COMMUNITY, ITE CODES 251 & 252 ASSUMED IN TRANSPORTATION ANALYSIS.
PHASE 1: TOTAL 1,000 UNITS
ELDERLY DETACHED: 400 UNITS
ELDERLY ATTACHED: 600 UNITS
PHASE 2: TOTAL 1,500 UNITS
ELDERLY DETACHED: 600 UNITS
ELDERLY ATTACHED: 900 UNITS

2. PARCEL 0-2 INCLUDES A 100 BED HOSPITAL & 90,000 99,180 SQ. FT. MEDICAL OFFICE.

3. PARCELS V1, V2 AND V3 ARE ELEMENTARY SCHOOL SITES.

A) Map H-3 is subject to the approved Development Order, and specifically Section 4.b, Section 4.e, and Section 5.a thereof.

B) The DRI Entitlements depicted on Map H-3 represent the conceptual allocation of DRI Entitlements throughout Wiregrass Ranch DRI. Pursuant to Section 4.e of the Development Order, the Master Developer ultimately controls the allocation, exchange, advancement, and assignment of DRI Entitlements to specific parcels, or portions thereof, within the DRI. Assignment of DRI Entitlements to specific parcels is controlled and governed solely by Section 4.e of the Development Order and the Assignment of Wiregrass DRI Entitlements required thereby.

C) DRI Entitlements that have been assigned by the Master Developer to a specific parcel are identified in parentheses in the Land Use Schedule above. Such assignment of DRI Entitlements may be to a discrete portion of, or sub-parcel within, the identified DRI parcel.

D) DRI Entitlements assigned to specific parcels, sub-parcels, and phases are part of, and not in addition to, the conceptual allocation of DRI Entitlements. By way of example, a cell containing “800,000 (647,500)” means that 647,500 square feet of the 800,000 square feet of conceptually allocated DRI Entitlements have been assigned to that particular parcel, or a portion thereof, by an Assignment of Wiregrass DRI Entitlements pursuant to Section 4.e of the Development Order. Accordingly, this would leave 152,500 square feet of conceptually allocated DRI Entitlements yet to be assigned.

E) Map H-3 shall be updated with each Biennial Report and amendment to the Development Order to accurately reflect the allocation, reallocation, exchange, and assignment of DRI Entitlements by the Master Developer to specific parcels, sub-parcels, and phases of the DRI.

Revised: 7-16-2010

WIREGRASS RANCH PASCO COUNTY, FLORIDA		MAP H-3 LAND USE SCHEDULE		 4921 MEMORIAL HIGHWAY ONE MEMORIAL CENTER, SUITE 300 TAMPA, FLORIDA 33634 ENGINEERING LICENSE #00002610 PHONE 813 • 880 • 8881 FAX 813 • 880 • 8882 E-MAIL king@kingengineering.com		JOB NO. 3778-001-000 DATE: 3-13-2009 SCALE: N.T.S.
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EXHIBIT F

WIREGRASS RANCH DRI NO. 260

LAND USE EQUIVALENCY MATRIX

EXHIBIT F

WIREGRASS DRI LAND USE EQUIVALENCY MATRIX

(Revised 01/08/2010 07/16/2010)

ITE LUC		To Single Family (Units)	To Multi Family (Units)	To Town House (Units)	To Elderly Housing Detached (Units)	To Elderly Housing Attached (Units)	To Office (1,000 s.f.)	To Retail (1,000 s.f.)	To Medical Office (1,000 s.f.)	To Hospital (1 bed)	To Golf Course (1 hole)	To Hotel (1 occupied room)	To Jr/Community College (1 FTE student)	To General Light Industrial (1000 s.f.)	To Attractions & Recreation Facility (1000 s.f.)
210	From Single Family - Detached	-	1.63	1.94	3.88	9.18	0.68	0.27	0.27	0.78	0.37	1.44	8.42	1.03	0.36
220	From Multi Family units	0.61	-	1.19	2.38	5.64	0.42	0.17	0.17	0.48	0.23	0.89	5.17	0.63	0.22
230	From S.F. Attached/Townhouse units	0.51	0.84	-	2	4.73	0.35	0.14	0.14	0.4	0.19	0.74	4.33	0.53	0.18
251	From Elderly Housing Detached units	0.26	0.42	0.5	-	2.36	0.17	0.07	0.07	0.2	0.09	0.37	2.17	0.27	0.09
252	From Elderly Housing Attached units	0.11	0.18	0.21	0.42	-	0.07	0.03	0.03	0.08	0.04	0.16	0.92	0.11	0.04
820	From Retail (1,000's sq. ft.)	3.71	6.05	7.21	14.42	34.09	2.52	-	1.01	2.88	1.37	5.36	31.25	3.83	1.33
720	From Medical Office (1,000's sq. ft.)	3.68	6	7.15	14.31	33.82	2.5	0.99	-	2.86	1.36	5.31	31.00	3.80	1.32
430	From Golf Course (1 hole)	2.71	4.42	5.27	10.54	24.91	1.84	0.73	0.74	2.11	-	3.91	22.83	2.80	0.97
610	From Hospital (1 bed)	-	-	-	-	-	0.87	-	0.35	-	-	1.86	10.83	1.33	-
310	From Hotel (1 occupied room)	0.69	1.13	1.35	2.69	6.36	0.47	0.19	0.19	0.54	0.26	-	5.83	0.71	0.25
540	From Jr/Community College (1 FTE student)	-	-	-	-	-	0.08	-	0.03	0.09	-	0.17	-	0.12	0.04
710	From Office (1,000 sq. ft.)	-	-	-	-	-	-	-	0.40	-	-	-	-	1.52	-
110	From General Light Industrial (1,000's sq. ft.)	-	-	-	-	-	0.66	-	0.26	0.75	-	1.40	8.17	-	0.35
n/a	Attractions & Recreation Facility (1,000 sq.ft.)	2.79	4.55	5.42	10.85	25.64	1.89	0.75	0.76	2.17	1.03	4.03	23.50	2.88	-

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

Land Use	Proposed	Min. Dev.	Max. Dev.
Residential	10,825	9,743	11,908
Office (msf)	1.06	0.95	1.17
Medical Office	0.2	0.18	0.22
Retail (msf)	2.72	2.45	2.99
Hospital (beds)	100	90	110
Hotel rooms	480	432	528
Attractions and Recreation Facilities (ARF)	300,000	270,000	330,000
Community College (f.i.e. students)	707	636	778
Golf Course (holes)	18	9	27

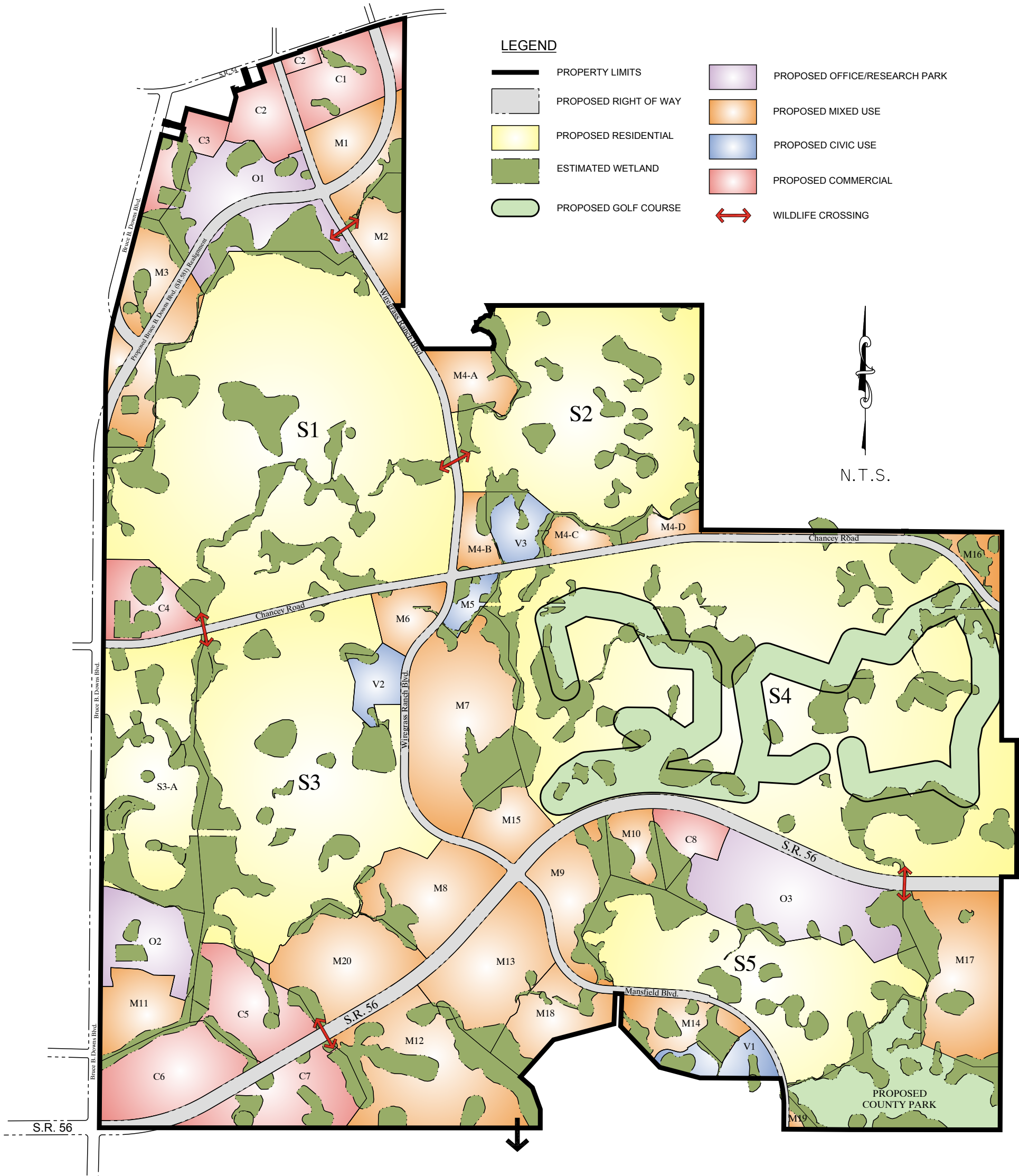
Land Use	PM Peak Hour Trip Generation Rate
Single Family Detached (unit)	1.01
Single Family Attached/Townhouse (unit)	0.52
Multifamily (unit)	0.62
Elderly Detached (unit)	0.26
Elderly Attached (unit)	0.11
Office (1,000s.f.)	1.49
Retail (1,000s.f.)	3.75
Medical Office (1,000s.f.)	3.72
Hospital (bed)	1.3
Golf Course (hole)	2.74
Hotel (room)	0.7
Community College (FTE student)	0.12
Light Industrial (1,000 s.f.)	0.98
Attractions and recreation Facility(1,000s.f.)	2.82

EXHIBIT G

WIREGRASS RANCH DRI NO. 260

MAP H – MASTER PLAN

H:\PLANNING\projects\3778\001\0001\ExhibitMap H-11-11-04.dwg, Mar 12, 2010 2:38 PM, C21, King Engineering Associates, Inc.
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SEE MAP H-3 (EXHIBIT E) FOR PROPOSED LAND USE BY PARCEL AND PHASE

WIREGRASS RANCH PASCO COUNTY, FLORIDA	MAP H MASTER DEVELOPMENT PLAN REVISED 5/12/10	King ENGINEERING ASSOCIATES, INC. 4921 MEMORIAL HIGHWAY ONE MEMORIAL CENTER, SUITE 300 TAMPA, FLORIDA 33634 ENGINEERING LICENSE #00002610 PHONE 813 • 880 • 8881 FAX 813 • 880 • 8882 E-MAIL king@kingengineering.com	JOB NO. 3778-001-000 DATE: 11-11-04 SCALE: N.T.S.
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EXHIBIT H

WIREGRASS RANCH DRI NO. 260

PROPORTIONATE SHARE CALCULATION

TABLE 21-15A
WIREGRASS DRI PHASE 1
PROPORTIONATE SHARE
Without Porter, Chancey and the Loop Road - REVISED 6/8/2007 10/26/2009

Roadway	From	To	2009 Peak Hour Project NB/EB	2009 Peak Hour Project SB/WB	No. Lane	PM Peak Hour Capacity Before Improvement		Require Imp	PM Peak Hour Capacity After Improvement		Percent Contribution		Length Mile	Cost/ Mile*		Total Project Cost	Cost/ Mile* (June '09)		Total Project Cost (June '09)	Ref.	Proportionate Share per Direction		Total Proportionate Share	Proportionate Share per Direction (June '09)		Total Proportionate Share
						NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	
C.R. 577 (Curley Rd)	S.R. 54	Zwest	187	200	2DL	720	580	4DL	1550	1260	22.53%	29.41%	0.71	~~\$6,682,318~~	~~\$8,682,318~~	~~\$12,328,892~~	~~\$7,155,535~~	~~\$7,155,535~~	~~\$10,160,860~~	(12)	~~\$1,388,957~~	~~\$1,813,072~~	~~\$3,201,929~~	~~\$1,144,627~~	~~\$1,494,244~~	~~\$2,638,871~~
S.R. 581	S.R. 56	County Line Rd	825	773	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	1.00	~~\$6,974,600~~	~~\$6,974,600~~	~~\$13,949,000~~	~~\$4,581,549~~	~~\$4,581,549~~	~~\$9,163,098~~	(11)	~~\$6,974,600~~	~~\$6,974,600~~	~~\$13,949,000~~	~~\$4,581,549~~	~~\$4,581,549~~	~~\$9,163,098~~
BB Downs Blvd	County Line Rd	Pebble Creek Dr.	733	686	4DL	1860	1530	8DL	3540	2900	43.63%	50.07%	1.37	~~\$20,996,637~~	~~\$20,996,637~~	~~\$67,530,785~~	~~\$14,697,927~~	~~\$14,697,927~~	~~\$40,272,320~~	(4)	~~\$12,550,615~~	~~\$14,403,693~~	~~\$26,954,308~~	~~\$8,785,598~~	~~\$10,082,778~~	~~\$18,868,376~~
I-275	I-75 / County Line Rd	Bearss Ave.	317	296	4F	4040	4040	6F	6100	6100	15.39%	14.37%	6.80	~~\$8,879,109~~	~~\$8,879,109~~	~~\$120,766,882~~	~~\$6,242,206~~	~~\$6,242,206~~	~~\$84,894,003~~	(3)	~~\$9,291,169~~	~~\$8,675,665~~	~~\$17,966,834~~	~~\$6,531,893~~	~~\$6,099,181~~	~~\$12,631,074~~
I-75	S.R. 52	S.R. 54	247	264	4F	2890	2890	6F	4460	4460	15.73%	16.82%	6.64	~~\$34,198,204~~	~~\$34,198,204~~	~~\$68,396,408~~	~~\$22,464,800~~	~~\$22,464,800~~	~~\$44,929,600~~	(11)	~~\$6,380,227~~	~~\$6,760,626~~	~~\$11,120,763~~	~~\$3,534,271~~	~~\$3,777,521~~	~~\$7,311,792~~
I-75	S.R. 54	S. R 56	221	236	4F	2940	2940	8F	6150	6150	6.88%	7.35%	3.48	~~\$20,904,746~~	~~\$20,904,746~~	~~\$41,809,492~~	~~\$13,732,328~~	~~\$13,732,328~~	~~\$27,464,655~~	(11)	~~\$1,439,236~~	~~\$1,536,922~~	~~\$2,976,158~~	~~\$945,434~~	~~\$1,009,604~~	~~\$1,955,039~~
I-75	S.R. 56	I-275	395	370	4F	2940	2940	6F	4550	4550	24.53%	22.98%	1.67	~~\$11,099,660~~	~~\$11,099,660~~	~~\$22,019,190~~	~~\$7,232,173~~	~~\$7,232,173~~	~~\$14,464,347~~	(11)	~~\$2,791,101~~	~~\$2,630,145~~	~~\$5,231,246~~	~~\$1,774,353~~	~~\$1,662,052~~	~~\$3,436,405~~
I-75	C.R. 581	Fletcher Ave.	257	241	4F	3580	3580	6F	5530	5530	13.18%	12.36%	4.34	~~\$8,879,109~~	~~\$8,879,109~~	~~\$77,070,666~~	~~\$6,242,206~~	~~\$6,242,206~~	~~\$54,182,349~~	(3)	~~\$5,078,769~~	~~\$4,765,672~~	~~\$9,844,331~~	~~\$3,570,478~~	~~\$3,348,191~~	~~\$6,918,669~~
S.R. 52	C.R. 581	Pasco Rd	53	57	2UL	670	820	4DL	1480	1810	6.54%	5.76%	1.31	~~\$14,463,255~~	~~\$14,463,255~~	~~\$27,893,728~~	~~\$9,850,248~~	~~\$9,850,248~~	~~\$26,807,651~~	(1)	~~\$1,239,733~~	~~\$1,090,890~~	~~\$2,330,613~~	~~\$844,324~~	~~\$742,948~~	~~\$1,587,272~~
S.R. 52	Pasco Rd	I75	97	91	2UL	670	820	4DL	1480	1810	11.98%	9.19%	0.72	~~\$14,463,255~~	~~\$14,463,255~~	~~\$20,827,087~~	~~\$9,850,248~~	~~\$9,850,248~~	~~\$14,184,358~~	(1)	~~\$1,247,054~~	~~\$957,205~~	~~\$2,204,258~~	~~\$849,310~~	~~\$651,907~~	~~\$1,501,218~~
S.R. 52	Mekendree Road	C.R. 577	58	55	2UL	670	820	4DL	1480	1810	7.16%	5.56%	2.46	~~\$14,463,255~~	~~\$14,463,255~~	~~\$71,159,215~~	~~\$9,850,248~~	~~\$9,850,248~~	~~\$48,483,222~~	(1)	~~\$2,647,676~~	~~\$1,976,645~~	~~\$4,624,320~~	~~\$1,735,103~~	~~\$1,346,201~~	~~\$3,081,304~~
S.R. 54	US 41	Collier PKWY	126	119	4DL	1860	1530	8DL	3540	2900	7.50%	8.61%	1.81	~~\$21,561,500~~	~~\$21,561,500~~	~~\$43,123,000~~	~~\$14,163,749~~	~~\$14,163,749~~	~~\$28,327,499~~	(11)	~~\$1,617,113~~	~~\$1,857,123~~	~~\$3,474,234~~	~~\$1,062,281~~	~~\$1,219,943~~	~~\$2,282,225~~
S.R. 54	Collier PKWY	Livingston	221	207	4DL	1530	1860	8DL	2900	3540	16.13%	12.32%	0.62	~~\$2,246,329~~	~~\$2,246,329~~	~~\$4,492,658~~	~~\$1,475,613~~	~~\$1,475,613~~	~~\$2,951,226~~	(11)	~~\$362,364~~	~~\$276,780~~	~~\$639,144~~	~~\$238,037~~	~~\$181,817~~	~~\$419,853~~
S.R. 54	Livingston	S.R. 56	235	220	4DL	1530	1860	8DL	2900	3540	17.15%	13.10%	1.95	~~\$13,015,496~~	~~\$13,015,496~~	~~\$26,030,992~~	~~\$8,549,880~~	~~\$8,549,880~~	~~\$17,099,759~~	(11)	~~\$2,232,585~~	~~\$1,704,419~~	~~\$3,936,995~~	~~\$1,466,585~~	~~\$1,119,627~~	~~\$2,586,212~~
C.R. 54	S.R. 56	Magnolia	99	105	2UL	760	630	4DL	1620	1330	11.51%	15.00%	3.25	~~\$40,850,000~~	~~\$40,850,000~~	~~\$81,700,000~~	~~\$22,637,547~~	~~\$22,637,547~~	~~\$45,275,094~~	(13)	~~\$4,792,500~~	~~\$6,127,600~~	~~\$10,890,000~~	~~\$2,605,950~~	~~\$3,395,632~~	~~\$6,001,582~~
C.R. 54	Magnolia	I-75	243	227	4DL	1330	1620	6DL	2000	2450	36.27%	27.35%	1.31	~~\$6,671,907~~	~~\$6,671,907~~	~~\$17,218,396~~	~~\$4,620,193~~	~~\$4,620,193~~	~~\$12,104,905~~	(13)	~~\$9,122,441~~	~~\$2,364,664~~	~~\$6,477,004~~	~~\$2,195,143~~	~~\$1,855,305~~	~~\$3,850,453~~
S.R. 54	CR 577	Meadow Pointe Blvd.	252	269	2UL	860	700	4DL	1860	1530	25.20%	32.41%	1.00	~~\$14,463,255~~	~~\$14,463,255~~	~~\$28,926,510~~	~~\$9,850,248~~	~~\$9,850,248~~	~~\$19,700,497~~	(1)	~~\$3,644,740~~	~~\$4,687,489~~	~~\$8,332,229~~	~~\$2,482,263~~	~~\$3,192,430~~	~~\$5,674,692~~
S.R. 54	Meadow Pointe Blvd.	New River Road	229	244	2UL	820	670	4DL	1810	1480	23.13%	30.12%	2.74	~~\$14,463,255~~	~~\$14,463,255~~	~~\$79,258,637~~	~~\$9,850,248~~	~~\$9,850,248~~	~~\$53,979,361~~	(1)	~~\$9,166,782~~	~~\$11,937,721~~	~~\$21,104,502~~	~~\$6,243,067~~	~~\$8,130,225~~	~~\$14,373,292~~
S.R. 54	New River Road	Morris Bridge Rd.	142	151	2UL	860	700	4DL	1860	1530	14.20%	18.19%	0.73	~~\$14,463,255~~	~~\$14,463,255~~	~~\$21,116,352~~	~~\$9,850,248~~	~~\$9,850,248~~	~~\$14,381,363~~	(1)	~~\$1,499,261~~	~~\$1,920,825~~	~~\$3,420,086~~	~~\$1,021,077~~	~~\$1,308,184~~	~~\$2,329,261~~
S.R. 56	S.R. 54	I-75	268	251	4DL	1530	1860	6DL	2230	2790	38.29%	26.99%	0.27	~~\$16,436,989~~	~~\$16,436,989~~	~~\$8,336,494~~	~~\$10,851,835~~	~~\$10,851,835~~	~~\$5,859,991~~	(5)	~~\$1,695,640~~	~~\$1,124,836~~	~~\$2,720,476~~	~~\$1,121,770~~	~~\$790,784~~	~~\$1,912,553~~
S.R. 56	SR 581	Commercial	880	824	2UL	860	700	6DL	2790	2290	45.60%	51.82%	0.58	~~\$12,032,336~~	~~\$12,032,336~~	~~\$13,957,510~~	~~\$6,847,167~~	~~\$6,847,167~~	~~\$7,942,714~~	(14)	~~\$3,182,023~~	~~\$3,616,663~~	~~\$6,798,686~~	~~\$1,810,774~~	~~\$2,058,112~~	~~\$3,868,886~~
S.R. 56	Commercial Entrance	Porter Boulevard	782	732	2UL	860	700	4DL	1860	1530	78.20%	88.19%	1.03	~~\$7,477,723~~	~~\$7,477,723~~	~~\$16,404,199~~	~~\$4,196,853~~	~~\$4,196,853~~	~~\$8,645,517~~	(15)	~~\$6,029,007~~	~~\$6,792,655~~	~~\$12,815,662~~	~~\$3,380,397~~	~~\$3,812,360~~	~~\$7,192,757~~
S.R. 56	Porter Boulevard	Wesley Chapel	394	369	2UL	860	700	4DL	1860	1530	39.40%	44.46%	1.70	~~\$7,477,723~~	~~\$7,477,723~~	~~\$26,424,258~~	~~\$4,196,853~~	~~\$4,196,853~~	~~\$14,269,299~~	(15)	~~\$5,008,579~~	~~\$5,651,637~~	~~\$10,660,116~~	~~\$2,811,052~~	~~\$3,171,910~~	~~\$5,982,962~~

Source: District 7 October-2006 June 2009 Transportation Costs and Detailed Concept Plans

ROW costs below are estimated based on the D7 Transportation Cost: (Total construction cost - scope contingency) x 120%= ROW, CEI = 15% of Construction, Design = 15% of Construction

	Scope Contingency	Scope Contingency (June '09)	Subtotal Construction Column from FDOT Tables	Subtotal Construction Column from FDOT Tables (June '09)	TOTAL CONSTRUCTION	TOTAL CONSTRUCTION (June '09)	ROW	ROW (June '09)	DESIGN & CEI	DESIGN & CEI (June '09)	TOTAL	TOTAL (June '09)	Cost/Mile per Direction	Cost/Mile per Direction (June '09)
(1) Add 2 land to existing 2 lane	~~\$2,559,868~~	~~\$1,743,407~~	~~\$10,239,473~~	~~\$6,973,627~~	~~\$12,799,341~~	~~\$8,717,034~~	~~\$12,287,368~~	~~\$8,368,352~~	~~\$3,839,802~~	~~\$2,615,110~~	~~\$28,926,511~~	~~\$19,700,497~~	~~\$14,463,255~~	~~\$9,850,248~~
(2) Add 2 lane to existing 6 lane	~~\$3,316,581~~	~~\$2,311,460~~	~~\$13,266,323~~	~~\$9,245,841~~	~~\$16,582,904~~	~~\$11,557,301~~	~~\$15,919,588~~	~~\$11,095,009~~	~~\$4,974,871~~	~~\$3,467,190~~	~~\$37,477,363~~	~~\$26,119,501~~	~~\$18,738,681~~	~~\$13,059,750~~
(3) Add 2 lane to existing 4 lanes (interstate-NO ROW)	~~\$2,732,033~~	~~\$1,920,679~~	~~\$10,928,134~~	~~\$7,682,715~~	~~\$13,660,167~~	~~\$9,603,394~~	~~\$0~~	~~\$0~~	~~\$4,098,050~~	~~\$2,881,018~~	~~\$17,758,217~~	~~\$12,484,412~~	~~\$8,879,109~~	~~\$6,242,206~~
(4) Add 4 lane to existing 4 lane	~~\$3,716,219~~	~~\$2,601,403~~	~~\$14,864,876~~	~~\$10,405,612~~	~~\$18,581,095~~	~~\$13,007,015~~	~~\$17,837,851~~	~~\$12,486,734~~	~~\$5,574,329~~	~~\$3,902,105~~	~~\$41,993,275~~	~~\$29,395,854~~	~~\$20,996,637~~	~~\$14,697,927~~
(5) Add 2 lane to existing 4 lane	~~\$2,732,033~~	~~\$1,920,679~~	~~\$10,928,134~~	~~\$7,682,715~~	~~\$13,660,167~~	~~\$9,603,394~~	~~\$13,113,761~~	~~\$9,219,258~~	~~\$4,098,050~~	~~\$2,881,018~~	~~\$30,871,978~~	~~\$21,703,670~~	~~\$15,435,989~~	~~\$10,851,835~~
(6) Add 4 lane to existing 4 lane (interstate-NO ROW)	~~\$3,716,219~~	~~\$2,601,403~~	~~\$14,864,876~~	~~\$10,405,612~~	~~\$18,581,095~~	~~\$13,007,015~~	~~\$0~~	~~\$0~~	~~\$5,574,329~~	~~\$3,902,105~~	~~\$24,155,424~~	~~\$16,909,120~~	~~\$12,077,712~~	~~\$8,454,560~~
(7) Add 4 lane to existing 4 lane for BBD (SR 581 PD&E study)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	~~\$8,963,603~~	~~\$8,963,503~~	~~\$4,481,752~~	~~\$4,481,752~~
(8) Add 2 lane to existing 6 lane (interstate)	~~\$3,316,581~~	~~\$2,311,460~~	~~\$13,266,323~~	~~\$9,245,841~~	~~\$16,582,904~~	~~\$11,557,301~~	~~\$0~~	~~\$0~~	~~\$4,974,871~~	~~\$3,467,190~~	~~\$21,557,775~~	~~\$15,024,491~~	~~\$10,778,888~~	~~\$7,512,246~~
(9) New 6 lane roadway (SR 56 - No ROW)	~~\$5,553,386~~	~~\$3,160,231~~	~~\$22,213,543~~	~~\$12,840,924~~	~~\$27,766,929~~	~~\$15,801,155~~	~~\$0~~	~~\$0~~	~~\$8,330,079~~	~~\$4,740,347~~	~~\$36,097,008~~	~~\$20,541,502~~	~~\$18,048,504~~	~~\$10,270,751~~
(10) New 4 lane roadway (SR 56 - No ROW)	~~\$4,601,675~~	~~\$2,582,679~~	~~\$18,406,702~~	~~\$10,330,714~~	~~\$23,008,377~~	~~\$12,913,393~~	~~\$0~~	~~\$0~~	~~\$6,902,513~~	~~\$3,874,018~~	~~\$29,910,890~~	~~\$16,787,411~~	~~\$14,955,445~~	~~\$8,393,705~~
(11) Total project cost determined from detailed concept plans - for detailed cost breakdown, please see attached worksheet. The concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.														
(12) Cost of Curley calculated using Construction Cost from FDOT tables - ROW and Design from the County CIP														

											ROW &			Cost/Mile per
County Method: 2 to 4 lanes (June '09)-	Scope Cont.	\$592,758	Subtotal Const	\$5,927,583	Total Const	\$6,520,341	Design, CEI*	\$7,790,729	Total	\$14,311,070	direction	\$7,155,535		
County Method: 2 to 4 lanes (Oct. '06) -	Scope Cont.	\$870,355	Subtotal Const	\$8,703,552	Total Const	\$9,573,907								
*ROW & Design, CEI Costs derived from Total Per Mile Cost from original tables -			(\$8,682,318*2)-\$9,573,907 =		\$7,790,729									

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Wiregrass DRI Improvement Costs - REVISED ~~03/16/2009~~ 10/26/2009
Concept Plans - Link Improvement Costs

Intersection	Phase(s)*	Total Construction Cost	PE Design (15%)	CEI (15%)	ROW Cost	Total Project Cost	Reduced Total Project Cost**
Links							
I-75 from I-275 to SR 56	1, 2 and 3	\$11,409,000	\$1,711,350	\$1,711,350	\$7,187,400	\$22,019,100	\$14,464,347
I-75 from SR 56 to Overpass Road	1, 2 and 3	\$54,241,000	\$8,136,150	\$8,136,150	\$8,300,000	\$78,813,300	\$51,772,457
I-75 from Overpass Road to SR 52	1, 2 and 3	\$22,389,000	\$3,358,350	\$3,358,350	\$2,286,900	\$31,392,600	\$20,621,799
SR 54 from US 41 to CR 54/SR 56	1	\$35,734,000	\$5,360,100	\$5,360,100	\$27,192,450	\$73,646,650	\$48,378,484
SR 54 from US 41 to CR 54/SR 56	2 and 3	\$22,029,000	\$3,304,350	\$3,304,350	\$27,192,450	\$55,830,150	\$36,674,826
SR 581 (Bruce B Downs)	1, 2 and 3	\$10,730,000	\$1,609,500	\$1,609,500	\$0*	\$13,949,000	\$9,163,098

*ROW included in intersection concept plan

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

		Reduced Total Project Cost**
I-75 from I-275 to 56:	\$22,019,100	\$14,464,347
I-75 from 56 to 54:	\$41,809,492	\$27,464,655
I-75 from 54 to 52:	\$68,396,408	\$44,929,600

		Reduced Total Project Cost**
Phase 1		
SR 54 from US 41 to Collier:	\$43,123,000	\$28,327,499
SR 54 from Collier to Livingston:	\$4,492,657	\$2,951,226
SR 54 Livingston to SR 56:	\$26,030,993	\$17,099,759

		Reduced Total Project Cost**
Phase 2 and 3		
SR 54 from US 41 to Collier:	\$33,926,800	\$22,286,515
SR 54 from Collier to Livingston:	\$3,223,869	\$2,117,760
SR 54 Livingston to SR 56:	\$18,679,481	\$12,270,551

Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.

% Change 34.31%

Above %reduction is applied to concept plans throughout

TABLE 21-14A
WIREGRASS DRI - PHASE 1
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 05/20/07, 10/26/09

	Improvement ⁷	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	Total Improvement Cost (June '09)	% Contribution ³	Proportionate Cost	Proportionate Cost (June '09)
SR 54 @ SR 581 ⁶	2NBL 2WBL Signal Timing Change	1987	8,618	10,001	462	\$36,813,700	\$24,182,920	100.00%	\$36,813,700	\$24,182,920
SR 54 @ Collier ⁶	Receiving lane for NBT NBT Auxiliary lane SBT Auxiliary Lane Receiving lane for SBT SBL WBL Signal Timing Change	434	7,719	12,407	4,688	\$41,359,825	\$27,169,269	9.26%	\$3,820,920	\$2,515,874
SR 54 @ Curley Road	Receiving lane for EBL EBL Signal Timing Change	908	4,803	7,328	2,525	\$3,383,166 \$788,245 \$52,849	\$2,209,798 \$473,645 \$58,716	35.96%	\$1,216,600 \$283,456 \$49,006	\$794,652 \$170,325 \$21,115
SR 54 @ Morris Bridge Road	Receiving lane for EBL EBL Signal Timing Change	333	4,346	4,682	336	\$3,383,166 \$788,245 \$52,849	\$2,209,798 \$473,645 \$58,716	99.11%	\$3,352,059 \$781,207 \$52,377	\$2,190,068 \$469,416 \$58,192
Bruce B Downs Blvd @ Regents Park	Receiving lane for SBL SBL EBL Signal Timing Change	1520	7,950	11,499	3,549	\$3,383,166 \$788,245 \$788,245 \$52,849	\$2,209,798 \$473,645 \$473,645 \$58,716	42.83%	\$1,448,975 \$337,597 \$337,597 \$22,635	\$946,434 \$202,857 \$202,857 \$25,147
County Line Road @ SR 581	NBL SBL Signal Timing Change	1598	10,426	11,363	937	\$788,245 \$788,245 \$52,849	\$473,645 \$473,645 \$58,716	100.00%	\$788,245 \$788,245 \$52,849	\$473,645 \$473,645 \$58,716
US 41 @ SR 54 ⁴	Interchange US 41-flyover	229	10,780	22,483	11,703	\$160,000,000	\$124,145,000	1.96%	\$3,130,821	\$2,429,224
CR 54 @ I-75 ⁵	SBL at SB ramp NBL at NB ramp Signal Timing Change	1477	16,782	17,671	889	\$25,724,100	\$16,898,161	60.07%	\$15,452,467	\$10,150,725
SR 56 @ I-75 ⁵	Interchange Reconstruction EBL and NBL at NB Ramp	1042	16,730	21,644	4,914	\$33,710,500	\$22,144,427	17.49%	\$5,895,966	\$3,873,060
SR 54 @ SR 56	EBL Receiving lane for EBL Signal Timing Change	566	10,279	10,794	515	\$788,245 \$3,383,166 \$52,849	\$473,645 \$2,209,798 \$58,716	100.00%	\$788,245 \$3,383,166 \$52,849	\$473,645 \$2,209,798 \$58,716
SR 56 @ SR 581 ⁶	Each Approach - Triple Lefts, Three Thrus, Excl. Rts (EB Dual Rt)	3052	8865	13286	4421	\$3,768,700	\$2,475,659	69.03%	\$3,601,534	\$1,708,947
									Intersection Total	
									\$84,430,415	\$53,689,978
Total:						\$320,604,449	\$229,463,724	Total:	\$84,430,415	\$53,689,978
Pasco:						\$315,678,944	\$226,247,920	Pasco:	\$79,283,641	\$52,312,683
Hillsborough:						\$5,012,505	\$3,215,804	Hillsborough:	\$2,146,804	\$1,377,296

Notes:

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

(1) D7 October 2006 June 2009 Construction Cost for 300 feet exclusive right turn lane is

\$357,334	\$251,069
\$198,171	\$119,078

Construction cost for 300 feet exclusive left turn lane is

For intersection turn lanes, assume each turn lane leg is 0.1 miles

Total Construction Cost for 0.1 mile exclusive right turn lane is

\$628,906	\$441,881
\$348,784	\$209,577

Total Construction Cost for 0.1 mile exclusive left turn lane is

To obtain the total cost for the turn lane improvement, Right-of-way cost at a rate of 120% of construction cost (less scope contingency)

was added to the construction costs

Total Improvement Cost for 0.1 mile exclusive right turn lane is

\$1,421,329	\$998,652
\$788,245	\$473,645

Total Improvement Cost for 0.1 mile exclusive left turn lane is

(2) For through lanes, a transition length of 0.25 miles was used.

Construction Cost for adding 1 mile of 1 through lane

\$5,987,995	\$3,911,148
-------------	-------------

Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of

\$3,383,166	\$2,209,798
-------------	-------------

120% of construction cost

(3) Before and After Improvement capacities were considered from HCS and Synchro software for the respective intersections

(4) Total cost for new interchange at SR 54 and US 41 is

\$160,000,000	\$124,145,000	(Revised from \$160M based on latest estimates)
\$52,849	\$58,716	

(5) Cost for modifying signal timings and or phasing =

15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.

(6) Updated using costs from detailed concept plans - for detailed cost breakdowns, see attached worksheet.

Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.

(7) Improvements provided are in addition to the 'Existing plus Committed' Improvements, with the exception of SR 56 @ SR 581

TABLE 21-15B
WIREGRASS DRI PHASE 2
PROPORTIONATE SHARE
Without Porter, Chancey and the Loop Road - REVISED 6/8/2007 10/26/2009

Roadway	From	To	2013 Peak Hour Project	2013 Peak Hour Project	No. Lane	PM Peak Hour Capacity		Require Imp	PM Peak Hour Capacity		Percent Contribution		Length Mile	Cost/ Mile*		Total Project Cost	Cost/ Mile*		Total Project Cost	Ref.	Proportionate Share per Direction		Total Proportionate Share	Proportionate Share per Direction		Total Proportionate Share
			NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB	
C.R. 577 (Curley Rd)	S.R. 54	Zwest	263	290	2UL	720	580	4DL	1550	1260	31.69%	42.65%	0.71	\$8,682,318	\$8,682,318	\$12,328,892	\$7,155,535	\$7,155,535	\$10,160,850	(13)	\$1,058,312	\$2,528,956	\$4,582,267	\$1,609,823	\$2,166,654	\$3,776,477
S.R. 581	S.R. 56	County Line Rd	1,215	1,104	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	1.00	\$6,974,500	\$6,974,500	\$13,949,000	\$4,581,549	\$4,581,549	\$9,163,058	(11)	\$6,974,500	\$6,974,500	\$13,949,000	\$4,581,549	\$4,581,549	\$9,163,058
BB Downs Blvd	County Line Rd	Pebble Creek Dr.	1,089	989	4DL	1860	1530	8DL	3540	2900	64.82%	72.19%	1.37	\$20,996,637	\$20,996,637	\$67,530,785	\$14,697,927	\$14,697,927	\$40,272,320	(4)	\$18,846,138	\$20,765,624	\$39,411,812	\$13,052,547	\$14,536,250	\$27,588,796
BB Downs Blvd	Palm Springs Blvd.	Bearss Ave.	101	92	4DL	1860	1530	6DL	2790	2290	10.86%	12.11%	3.25	\$15,436,989	\$15,436,989	\$106,939,929	\$10,851,835	\$10,851,835	\$70,536,928	(5)	\$6,448,240	\$6,972,843	\$11,521,083	\$3,830,231	\$4,269,340	\$8,099,571
Collier Parkway	S.R. 54	Weeks Blvd.	86	78	4DL	1620	1330	6DL	2450	2000	10.36%	11.64%	0.64	\$6,571,907	\$6,571,907	\$8,412,041	\$4,620,193	\$4,620,193	\$5,913,847	(14)	\$436,805	\$488,656	\$925,461	\$306,380	\$344,239	\$650,619
Collier Parkway	Weeks Blvd.	Hale Road	43	39	2UL	760	630	6DL	2450	2000	2.54%	2.85%	1.93	\$8,999,364	\$8,999,364	\$34,606,946	\$6,257,675	\$6,257,675	\$24,154,625	(14)	\$498,081	\$491,143	\$990,124	\$307,293	\$343,807	\$651,099
I-275	I-75 / County Line Rd	Bearss Ave.	543	494	4F	4040	4040	6F	6100	6100	26.35%	23.98%	6.80	\$8,879,109	\$8,879,109	\$120,755,892	\$6,242,206	\$6,242,206	\$84,894,003	(3)	\$15,915,156	\$14,478,982	\$30,394,138	\$11,185,700	\$10,179,036	\$21,367,736
I-75	S.R. 52	S.R. 54	355	390	4F	2890	2890	6F	4460	4460	22.61%	24.84%	6.64	\$4,198,204	\$4,198,204	\$68,996,408	\$22,464,800	\$22,464,800	\$44,929,600	(11)	\$7,732,715	\$8,495,095	\$16,227,810	\$5,079,620	\$5,589,428	\$10,669,049
I-75	S.R. 54	S.R. 56	341	375	4F	2940	2940	8F	6150	6150	10.62%	11.68%	3.48	\$20,904,746	\$20,904,746	\$41,809,492	\$13,732,328	\$13,732,328	\$27,464,655	(11)	\$2,229,722	\$2,442,143	\$4,662,865	\$1,458,792	\$1,604,244	\$3,063,036
I-75	S.R. 56	I-275	633	575	4F	2940	2940	6F	4550	4550	39.32%	35.71%	1.67	\$11,008,550	\$11,008,550	\$22,019,100	\$7,232,173	\$7,232,173	\$14,464,347	(11)	\$4,328,599	\$3,931,982	\$8,260,582	\$2,843,457	\$2,582,918	\$5,426,376
I-75	C.R. 581	Fletcher Ave.	391	355	4F	3580	3580	8F	7480	7480	10.03%	9.10%	4.34	\$12,077,712	\$12,077,712	\$104,834,540	\$8,454,560	\$8,454,560	\$73,385,579	(6)	\$5,255,167	\$4,771,948	\$10,026,483	\$3,678,687	\$3,339,985	\$7,018,672
S.R. 52	C.R. 581	Pasco Rd	77	84	2UL	670	820	4DL	1480	1810	9.51%	8.48%	1.31	\$14,463,255	\$14,463,255	\$97,899,728	\$9,850,248	\$9,850,248	\$25,807,651	(1)	\$1,891,122	\$1,697,619	\$3,498,734	\$1,226,660	\$1,094,870	\$2,321,530
S.R. 52	Pasco Rd	I-75	139	127	2UL	670	820	4DL	1480	1810	17.16%	12.83%	0.72	\$14,463,255	\$14,463,255	\$40,627,067	\$9,850,248	\$9,850,248	\$14,184,358	(1)	\$1,787,046	\$1,395,679	\$3,122,894	\$1,217,053	\$909,895	\$2,126,858
S.R. 52	McKendree Road	C.R. 577	89	81	2UL	820	670	4DL	1810	1480	8.99%	10.00%	2.46	\$14,463,255	\$14,463,255	\$71,159,215	\$9,850,248	\$9,850,248	\$48,463,222	(1)	\$3,198,571	\$3,557,961	\$6,756,531	\$2,179,397	\$2,423,161	\$4,601,558
S.R. 52	CR 577	Happy Hill Road	47	51	2UL	820	670	4DL	1810	1480	4.75%	6.30%	2.44	\$14,463,255	\$14,463,255	\$70,589,694	\$9,850,248	\$9,850,248	\$48,069,212	(1)	\$1,675,469	\$2,221,985	\$3,897,385	\$1,141,037	\$1,513,290	\$2,654,327
S.R. 54	US 41	Collier PKWY	198	180	4DL	1860	1530	8DL	3540	2900	11.79%	13.14%	1.81	\$16,963,400	\$16,963,400	\$36,926,806	\$11,143,257	\$11,143,257	\$22,296,515	(11)	\$1,999,258	\$2,229,728	\$4,228,026	\$1,313,912	\$1,464,078	\$2,777,390
S.R. 54	Collier PKWY	Livingston	351	300	4DL	1530	1860	8DL	2900	3540	24.09%	17.86%	0.62	\$16,111,936	\$16,111,936	\$9,259,878	\$1,058,890	\$1,058,890	\$2,117,780	(11)	\$988,676	\$967,946	\$1,956,625	\$655,059	\$189,095	\$444,144
S.R. 54	Livingston	S.R. 56	351	319	4DL	1530	1860	8DL	2900	3540	25.62%	18.99%	1.95	\$9,339,741	\$9,339,741	\$18,679,482	\$6,135,276	\$6,135,276	\$12,270,551	(11)	\$2,392,883	\$4,166,321	\$1,571,894	\$1,164,972	\$2,738,856	\$2,738,856
C.R. 54	S.R. 56	Magnolia	154	170	2UL	760	630	4DL	1620	1330	17.91%	24.28%	3.25	\$40,850,000	\$40,850,000	\$81,700,000	\$22,637,547	\$22,637,547	\$45,275,094	(15)	\$7,315,000	\$9,020,714	\$17,235,714	\$4,053,700	\$5,497,690	\$9,551,390
C.R. 54	Magnolia	I-75	361	328	4DL	1330	1620	6DL	2000	2450	53.88%	39.52%	1.31	\$6,571,907	\$6,571,907	\$17,218,396	\$4,620,193	\$4,620,193	\$12,104,905	(15)	\$4,638,687	\$3,402,189	\$8,040,877	\$3,291,813	\$5,652,910	\$8,945,910
S.R. 54	CR 577	Meadow Pointe Blvd.	376	414	2UL	860	700	4DL	1860	1530	37.60%	49.88%	1.00	\$14,463,255	\$14,463,255	\$28,926,510	\$9,850,248	\$9,850,248	\$19,700,497	(1)	\$5,198,184	\$7,214,202	\$12,652,386	\$3,703,693	\$4,915,256	\$8,616,950
S.R. 54	Meadow Pointe Blvd.	New River Road	333	367	2UL	820	670	4DL	1810	1480	33.64%	45.31%	2.74	\$14,463,255	\$14,463,255	\$70,258,637	\$9,850,248	\$9,850,248	\$53,979,361	(1)	\$13,329,862	\$17,955,506	\$31,285,368	\$9,078,347	\$12,228,558	\$21,307,005
S.R. 54	New River Road	Morris Bridge Rd.	210	231	2UL	860	700	4DL	1860	1530	21.00%	27.83%	0.73	\$14,463,255	\$14,463,255	\$21,116,352	\$9,850,248	\$9,850,248	\$14,381,363	(1)	\$2,217,217	\$2,938,480	\$5,155,697	\$1,510,043	\$2,001,262	\$3,511,305
S.R. 56	S.R. 54	I-75	409	372	4DL	1860	1530	6DL	2790	2290	43.98%	53.14%	0.27	\$15,436,989	\$15,436,989	\$8,335,434	\$10,851,835	\$10,851,835	\$5,859,991	(5)	\$1,832,890	\$2,214,944	\$4,047,742	\$1,288,568	\$1,557,083	\$2,845,651
S.R. 56	SR 581	Commercial Entrance	1,414	1,285	2UL	860	700	6DL	2790	2290	73.26%	80.82%	0.58	\$12,032,336	\$12,032,336	\$12,967,510	\$6,847,167	\$6,847,167	\$7,942,714	(16)	\$5,112,932	\$5,640,063	\$10,752,995	\$2,909,595	\$3,209,556	\$6,119,141
S.R. 56	Commercial Entrance	Porter Blvd	1,320	1,199	2UL	860	700	6DL	2790	2290	68.39%	75.41%	1.03	\$12,032,336	\$12,032,336	\$24,786,612	\$6,847,167	\$6,847,167	\$14,105,164	(16)	\$8,476,351	\$9,345,644	\$17,821,995	\$4,823,526	\$5,318,268	\$10,141,796
S.R. 56	Porter Boulevard	Wesley Chapel Blvd	676	614	2UL	860	700	4DL	1860	1530	67.60%	73.98%	1.70	\$7,427,223	\$7,427,223	\$25,424,258	\$4,196,853	\$4,196,853	\$14,269,299	(17)	\$8,593,399	\$9,403,912	\$17,997,312	\$4,823,023	\$5,277,922	\$10,100,945

Source: District 7 October-2006 June-2009 Transportation Costs and Detailed Concept Plans

ROW costs below are estimated based on the D7 Transportation Cost: (Total construction cost - scope contingency) x 120% = ROW, CEI = 15% of Construction, Design = 15% of Construction

Wiregrass DRI Improvement Costs - REVISED ~~03/16/2009~~ 10/26/2009
Concept Plans - Link Improvement Costs

Intersection	Phase(s)*	Total Construction Cost	PE Design (15%)	CEI (15%)	ROW Cost	Total Project Cost	Reduced Total Project Cost**
Links							
I-75 from I-275 to SR 56	1, 2 and 3	\$11,409,000	\$1,711,350	\$1,711,350	\$7,187,400	\$22,019,100	\$14,464,347
I-75 from SR 56 to Overpass Road	1, 2 and 3	\$54,241,000	\$8,136,150	\$8,136,150	\$8,300,000	\$78,813,300	\$51,772,457
I-75 from Overpass Road to SR 52	1, 2 and 3	\$22,389,000	\$3,358,350	\$3,358,350	\$2,286,900	\$31,392,600	\$20,621,799
SR 54 from US 41 to CR 54/SR 56	1	\$35,734,000	\$5,360,100	\$5,360,100	\$27,192,450	\$73,646,650	\$48,378,484
SR 54 from US 41 to CR 54/SR 56	2 and 3	\$22,029,000	\$3,304,350	\$3,304,350	\$27,192,450	\$55,830,150	\$36,674,826
SR 581 (Bruce B Downs)	1, 2 and 3	\$10,730,000	\$1,609,500	\$1,609,500	\$0*	\$13,949,000	\$9,163,098

*ROW included in intersection concept plan

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

		<u>Reduced Total Project Cost**</u>
I-75 from I-275 to 56:	\$22,019,100	\$14,464,347
I-75 from 56 to 54:	\$41,809,492	\$27,464,655
I-75 from 54 to 52:	\$68,396,408	\$44,929,600

		<u>Reduced Total Project Cost**</u>
Phase 1		
SR 54 from US 41 to Collier:	\$43,123,000	\$28,327,499
SR 54 from Collier to Livingston:	\$4,492,657	\$2,951,226
SR 54 Livingston to SR 56:	\$26,030,993	\$17,099,759

		<u>Reduced Total Project Cost**</u>
Phase 2 and 3		
SR 54 from US 41 to Collier:	\$33,926,800	\$22,286,515
SR 54 from Collier to Livingston:	\$3,223,869	\$2,117,760
SR 54 Livingston to SR 56:	\$18,679,481	\$12,270,551

Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.

% Change 34.31%

Above %reduction is applied to concept plans throughout

TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 05/29/2007 10/26/09

Intersection	Improvement ⁷	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	Total Improvement Cost (June '09)	% Contribution ³	Proportionate Cost	Proportionate Cost (June '09)
SR 54 @ CR 581 ⁶	2NBL	3099	7,760	13,974	6,214	\$178,396,600	\$117,188,727	49.87%	~~\$88,966,384~~	<u>\$58,442,018</u>
	NBR									
	EBR									
	WBL Fly-over									
	Signal Timings									
SR 54 @ Morris Bridge	Receiving lane for EBL	499	4,511	5,062	551	\$1,421,329	\$998,652	90.56%	~~\$1,287,193~~	<u>\$904,405</u>
	NBR									
	EBL									
	Signal Timings									
SR 54 @ Curley Road	Receiving lane for EBL	1343	4,790	9,064	4,274	\$3,383,166	\$2,209,798	31.42%	~~\$1,063,077~~	<u>\$694,375</u>
	WBT Auxiliary Lane									
	Receiving lane for EBT									
	EBL									
	Signal Timings									
Bruce B Downs Blvd @ Dona Michelle Rd	Receiving lane for SBL	1342	14,140	15,723	1,583	\$3,383,166	\$2,209,798	84.78%	~~\$2,868,104~~	<u>\$1,873,373</u>
	Receiving lane for NBT									
	NBT Auxiliary Lane									
	SBL									
	Signal Timings									
Bruce B Downs Blvd @ Regents Park	Receiving lane for SBL	2234	8,943	13,409	4,466	\$3,383,166	\$2,209,798	50.02%	~~\$1,692,341~~	<u>\$1,105,394</u>
	Receiving lane for NBL									
	SBL									
	NBL									
	NBT Auxiliary Lane									
	Receiving lane for NBT									
	EBL									
	Signal Timings									
County Line Road @ SR 581	NBR	2756	8,749	13,396	4,647	\$1,421,329	\$998,652	59.31%	~~\$842,949~~	<u>\$592,271</u>
	SBL									
	WBL									
	NBL									
	Signal Timings									
Bruce B. Downs @ Cross Creek	Receiving lane for SBL	1895	12,346	13,124	778	\$3,383,166	\$2,209,798	100.00%	~~\$3,383,166~~	<u>\$2,209,798</u>
	EBL									
	NBL									
	SBL									
	Signal Timings									

TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 05/29/2007 10/26/09

Intersection	Improvement ⁷	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	Total Improvement Cost (June '09)	% Contribution ³	Proportionate Cost	Proportionate Cost (June '09)
Bruce B. Downs @ Tampa Palms	NBL	214	9,192	11,585	11,585	~~\$788,245~~	<u>\$473,645</u>	1.85%	~~\$14,561~~	<u>\$8,749</u>
	Signal Timings					~~\$52,849~~	<u>\$58,716</u>		~~\$976~~	<u>\$1,085</u>
Bruce B. Downs @ Commerce Palms	Receiving lane for SBL					~~\$3,383,166~~	<u>\$2,209,798</u>		~~\$491,233~~	<u>\$320,861</u>
	NBL	620	9,156	12,882	3,726	~~\$788,245~~	<u>\$473,645</u>	14.52%	~~\$114,453~~	<u>\$68,773</u>
	SBL					~~\$788,245~~	<u>\$473,645</u>		~~\$114,453~~	<u>\$68,773</u>
	Signal Timings					~~\$52,849~~	<u>\$58,716</u>		~~\$7,674~~	<u>\$8,526</u>
Bruce B. Downs @ Pebble Creek	NBT Auxiliary Lane					~~\$3,383,166~~	<u>\$2,209,798</u>		~~\$1,201,747~~	<u>\$784,951</u>
	SBL	2078	7,022	12,872	5,850	~~\$788,245~~	<u>\$473,645</u>	35.52%	~~\$279,995~~	<u>\$168,245</u>
	Signal Timings					~~\$52,849~~	<u>\$58,716</u>		~~\$48,773~~	<u>\$20,857</u>
Bruce B Downs @ I-75	NBL at WB Ramp	14	331	661	330	~~\$788,245~~	<u>\$473,645</u>	4.24%	~~\$33,441~~	<u>\$20,094</u>
	Signal Timings					~~\$52,849~~	<u>\$58,716</u>		~~\$2,242~~	<u>\$2,491</u>
Bruce B. Downs @ Amberly Drive	NBL					~~\$788,245~~	<u>\$473,645</u>		~~\$66,047~~	<u>\$39,687</u>
	SBL	214	9,924	12,478	2,554	~~\$788,245~~	<u>\$473,645</u>	8.38%	~~\$66,047~~	<u>\$39,687</u>
						~~\$52,849~~	<u>\$58,716</u>			
	Signal Timings								~~\$4,438~~	<u>\$4,920</u>
Bruce B. Downs @ Bearss	Receiving lane for NBL					~~\$3,383,166~~	<u>\$2,209,798</u>		~~\$275,158~~	<u>\$179,727</u>
	NBL					~~\$788,245~~	<u>\$473,645</u>		~~\$64,109~~	<u>\$38,522</u>
	EBL	193	9,377	11,750	2,373	~~\$788,245~~	<u>\$473,645</u>	8.13%	~~\$64,109~~	<u>\$38,522</u>
	SBR					~~\$1,421,329~~	<u>\$998,652</u>		~~\$115,599~~	<u>\$81,222</u>
	Signal Timings					~~\$52,849~~	<u>\$58,716</u>		~~\$4,398~~	<u>\$4,775</u>
Collier Pkwy @ County Line Rd.	EBL					~~\$788,245~~	<u>\$473,645</u>		~~\$101,310~~	<u>\$60,876</u>
	WBR	123	5,274	6,231	957	~~\$1,421,329~~	<u>\$998,652</u>	12.85%	~~\$182,679~~	<u>\$128,353</u>
						~~\$52,849~~	<u>\$58,716</u>			
	Signal Timings								~~\$6,793~~	<u>\$7,547</u>
US 41 @ County Line Road	NBR					~~\$1,421,329~~	<u>\$998,652</u>		~~\$123,925~~	<u>\$87,072</u>
	EBL					~~\$788,245~~	<u>\$473,645</u>		~~\$68,737~~	<u>\$41,297</u>
	EBT Auxiliary Lane	130	5,860	7,351	1,491	~~\$3,383,166~~	<u>\$2,209,798</u>	8.72%	~~\$294,978~~	<u>\$192,672</u>
	Receiving lane for EBT					~~\$3,383,166~~	<u>\$2,209,798</u>		~~\$294,978~~	<u>\$192,672</u>
	Signal Timings					~~\$52,849~~	<u>\$58,716</u>		~~\$4,608~~	<u>\$5,119</u>

TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 05/29/2007 10/26/09

Intersection	Improvement ⁷	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	Total Improvement Cost (June '09)	% Contribution ³	Proportionate Cost	Proportionate Cost (June '09)
SR 54 @ Coats Road	NBL					\$788,245	\$473,645		\$150,704	\$90,556
	Receiving lane for NBL					\$3,383,166	\$2,209,798		\$646,826	\$422,490
	SBR	217	3,946	5,081	1,135	\$1,421,329	\$998,652	19.12%	\$271,743	\$190,932
	EBR					\$1,421,329	\$998,652		\$271,743	\$190,932
	Signal Timings					\$52,849	\$58,716		\$10,104	\$11,226
SR 52 @ US 41	NBL					\$788,245	\$473,645		\$90,340	\$54,266
	Receiving lane for NBL					\$3,383,166	\$2,209,798		\$387,611	\$253,177
	WBT Auxiliary Lane	92	5,322	6,125	803	\$3,383,166	\$2,209,798	11.46%	\$387,611	\$253,177
	Receiving Lane for WBT					\$3,383,166	\$2,209,798		\$387,611	\$253,177
	Signal Timings					\$52,849	\$58,716		\$6,055	\$6,727
SR 54 @ SR 56	Receiving lane for EBT					\$3,383,166	\$2,209,798		\$1,077,449	\$703,762
	WBT Auxiliary Lane					\$3,383,166	\$2,209,798		\$1,077,449	\$703,762
	Receiving lane for EBL	893	10,221	13,025	2,804	\$3,383,166	\$2,209,798	31.85%	\$1,077,449	\$703,762
	EBL					\$788,245	\$473,645		\$251,035	\$150,843
	Signal Timings					\$52,849	\$58,716		\$16,831	\$18,699
SR 54 @ Collier Pkwy ⁶	Interchange	636	9,068	19,388	10,320	\$161,951,025	\$106,385,628	6.16%	\$9,976,183	\$6,553,355
	SR 54 Fly-over, WBL									
CR 54 @ I-75 ⁶	Interchange Reconstruction	2227	15,948	21,679	5,731	\$130,658,700	\$85,829,700	33.76%	\$44,110,377	\$28,976,107
	NBL, SBL									
SR 56 @ I-75 ⁶	Interchange Reconstruction	1594	18,929	24,367	5,438	\$34,562,000	\$22,703,778	24.49%	\$8,464,334	\$5,560,155
	EBL, NBL, SBL									
US 41 @ SR 54 ⁴	Interchange	357	10,699	21,933	11,234	\$160,000,000	\$124,145,000	3.18%	\$5,088,000	\$3,947,811
	US 41 Fly-over, NBR,EBR,WBR - free flow turns									
SR 56 @ SR 581 ⁶	Each Approach - Triple Lefts, Three Thrus, Excl. Rights (EB Dual Right)	4505	9,060	13,707	4,647	\$3,768,700	\$2,475,659	96.94%	\$3,653,538.52	\$2,400,009
Total:						\$781,875,115	\$532,067,157	Intersection Total	\$204,326,453	\$134,533,625

TABLE 21-14B
WIREGRASS DRI - PHASE 2
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 05/29/2007 10/26/09

Intersection	Improvement ⁷	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	Total Improvement Cost (June '09)	% Contribution ³	Proportionate Cost	Proportionate Cost (June '09)
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Pasco:	\$730,151,399	\$498,653,961	Pasco:	\$178,390,300	\$117,710,546
Hillsborough:	\$51,723,716	\$33,413,196	Hillsborough:	\$26,036,145	\$16,823,079

Notes:

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

(1) D7 ~~October 2006~~ June 2002 Construction Cost for 300 feet exclusive right turn lane is

\$457,344	\$251,069
\$498,174	\$119,078

Construction cost for 300 feet exclusive left turn lane is

For intersection turn lanes, assume each turn lane leg is 0.1 miles

Total Construction Cost for 0.1 mile exclusive right turn lane is

\$628,006	\$441,881
\$348,784	\$209,577

Total Construction Cost for 0.1 mile exclusive left turn lane is

To obtain the total cost for the turn lane improvement, Right-of-way cost at a rate of 120% of construction cost (less scope contingency) was added to the construction costs

Total Improvement Cost for 0.1 mile exclusive right turn lane is

\$1,421,339	\$998,652
\$788,245	\$473,645

Total Improvement Cost for 0.1 mile exclusive left turn lane is

(2) For through lanes, a transition length of 0.25 miles was used.

Construction Cost for adding 1 mile of 1 through lane

\$5,987,905	\$3,911,148
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Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of

\$2,383,166	\$2,209,798
-------------	-------------

120% of construction cost is

(3) Before and After Improvement capacities were considered from HCS and Synchro software for the respective intersections

(4) Total cost for new interchange at SR 54 and US 41 is

\$160,000,000	\$124,145,000	(Revised from \$160M based on latest estimates)
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(5) Cost for modifying signal timings and or phasing =

\$52,849	\$58,716
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15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.

(6) Updated using costs from detailed concept plans - for detailed cost breakdowns, see attached worksheet

Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.

(7) Improvements provided are in addition to the 'Existing plus Committed' Improvements, with the exception of SR 56 @ SR 581

TABLE 21-15C
WIREGRASS DRI PHASE 3
PROPORTIONATE SHARE
Without Porter, Chancey and the Loop Road - REVISED 6/8/2007 10/26/2009

Roadway	From	To	2016	2016	No. Lane	PM Peak Hour		Require Imp	PM Peak Hour		Percent Contribution		Length Mile	Cost/-Mile		Total Project Cost	Cost/ Mile		Total Project Cost	Ref.	Proportionate Share per Direction		Total Proportionate Share	Proportionate Share per Direction		Total Proportionate Share		
			Peak Hour Project	Peak Hour Project		Before Improvement	After Improvement		NB/EB	SB/WB	NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB
			NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB			NB/EB	SB/WB		NB/EB	SB/WB		NB/EB	SB/WB
C.R. 577 (Curley Rd)	S.R. 54	Zwest	294	307	2UL	720	580	4DL	1550	1260	35.42%	45.15%	0.71	\$8,682.318	\$8,682.318	\$12,328.892	\$7,155.535	\$7,155.535	\$10,160.860	(15)	\$2,183.551	\$2,783.066	\$4,966.617	\$1,799.574	\$2,293.665	\$4,093.239		
S.R. 581	S.R. 56	County Line Rd	1,253	1,200	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	1.00	\$6,974.599	\$6,974.599	\$13,949.999	\$4,581.549	\$4,581.549	\$9,163.098	(13)	\$6,974.599	\$6,974.599	\$13,949.999	\$4,581.549	\$4,581.549	\$9,163.098		
BB Downs Blvd	County Line Rd	Pebble Creek Dr.	1,272	1,218	4DL	1860	1530	8DL	3540	2900	75.71%	88.91%	1.37	\$20,996.637	\$20,996.637	\$67,530.785	\$14,697.927	\$14,697.927	\$40,272.320	(4)	\$21,779.612	\$25,673.904	\$47,353.416	\$15,245.950	\$17,902.075	\$33,148.025		
BB Downs Blvd	Palm Springs Blvd.	Bearss Ave.	106	102	4DL	1860	1530	6DL	2790	2290	11.40%	13.42%	3.25	\$15,436.989	\$15,436.989	\$10,851.835	\$10,851.835	\$5,736.928	\$70,536.928	(5)	\$6,717.956	\$6,732.936	\$12,450.890	\$4,019.846	\$4,733.399	\$8,753.246		
Collier Parkway	S.R. 54	Weeks Blvd.	98	94	4DL	1620	1330	6DL	2450	2000	11.81%	14.03%	0.64	\$6,571.907	\$6,571.907	\$8,412.041	\$4,620.193	\$4,620.193	\$5,913.847	(16)	\$496.614	\$590.098	\$1,086.713	\$349.131	\$414.852	\$763.983		
Collier Parkway	Weeks Blvd.	Hale Road	68	65	2UL	760	630	6DL	2450	2000	4.02%	4.74%	1.93	\$8,939.364	\$8,939.364	\$34,506.945	\$6,257.675	\$6,257.675	\$24,154.625	(16)	\$694.202	\$818.672	\$1,512.774	\$485.951	\$573.011	\$1,058.962		
Cross Creek Blvd	Kinnan Street	Morris Bridge Rd.	44	42	2UL	760	630	4DL	1620	1330	5.12%	6.00%	3.00	\$14,463.255	\$14,463.255	\$86,779.530	\$9,850.248	\$9,850.248	\$59,101.490	(1)	\$2,219.944	\$2,603.386	\$4,823.327	\$1,511.899	\$1,773.045	\$3,284.943		
I-275	I-75 / County Line Rd	Bearss Ave.	572	548	4F	4040	4040	6F	6100	6100	27.77%	26.60%	6.80	\$8,879.109	\$8,879.109	\$120,756.882	\$6,242.206	\$6,242.206	\$84,894.003	(3)	\$16,766.197	\$16,061.795	\$32,826.942	\$11,786.255	\$11,291.727	\$23,077.981		
I-75	S.R. 52	S.R. 54	405	422	4F	2890	2890	6F	4460	4460	25.80%	26.88%	6.64	\$34,198.204	\$34,198.204	\$68,396.408	\$22,464.800	\$22,464.800	\$44,929.600	(13)	\$8,821.830	\$9,192.129	\$18,013.958	\$5,795.060	\$6,038.309	\$11,833.369		
I-75	S.R. 54	S.R. 56	370	387	4F	2940	2940	8F	6150	6150	11.53%	12.06%	3.48	\$20,994.746	\$20,994.746	\$41,899.492	\$13,732.328	\$13,732.328	\$27,464.655	(13)	\$2,409.581	\$2,520.292	\$4,929.873	\$1,582.854	\$1,655.580	\$3,238.434		
I-75	S.R. 56	I-275	670	642	4F	2940	2940	6F	4550	4550	41.61%	39.88%	1.67	\$11,099.550	\$11,099.550	\$22,019.100	\$7,232.173	\$7,232.173	\$14,464.347	(13)	\$4,581.614	\$4,390.144	\$8,971.758	\$3,009.662	\$2,883.885	\$5,893.548		
I-75	C.R. 581	Fletcher Ave.	418	400	4F	3580	3580	8F	7480	7480	10.72%	10.26%	4.34	\$12,077.712	\$12,077.712	\$104,834.540	\$8,454.560	\$8,454.560	\$73,385.579	(6)	\$5,618.056	\$5,376.130	\$10,994.186	\$3,932.714	\$3,763.363	\$7,696.077		
S.R. 52	C.R. 581	Pasco Rd	85	88	2UL	820	670	4DL	1810	1480	8.59%	10.86%	1.31	\$14,463.255	\$14,463.255	\$37,893.728	\$9,850.248	\$9,850.248	\$25,807.651	(1)	\$1,626.751	\$2,058.425	\$3,685.176	\$1,107.904	\$1,401.897	\$2,509.801		
S.R. 52	Pasco Rd	I75	147	141	2UL	820	670	4DL	1810	1480	14.85%	17.41%	0.72	\$14,463.255	\$14,463.255	\$20,827.087	\$9,850.248	\$9,850.248	\$14,184.358	(1)	\$1,546.253	\$1,812.728	\$3,358.981	\$1,053.081	\$1,234.564	\$2,287.646		
S.R. 52	Mckendree Road	C.R. 577	90	94	2UL	820	670	4DL	1810	1480	9.09%	11.60%	2.46	\$14,463.255	\$14,463.255	\$71,159.215	\$9,850.248	\$9,850.248	\$48,463.222	(1)	\$3,234.610	\$4,128.991	\$7,363.601	\$2,202.874	\$2,812.063	\$5,014.937		
S.R. 52	C.R. 577	Happy Hill Road	55	57	2UL	820	670	4DL	1810	1480	5.56%	7.04%	2.44	\$14,463.255	\$14,463.255	\$70,680.684	\$9,850.248	\$9,850.248	\$48,069.212	(1)	\$1,960.676	\$2,483.394	\$4,443.969	\$1,335.256	\$1,691.324	\$3,026.580		
S.R. 54	US 41	Collier PKWY	205	196	4DL	1860	1530	8DL	3540	2900	12.20%	14.31%	1.81	\$16,963.400	\$16,963.400	\$33,926.800	\$11,143.257	\$11,143.257	\$22,286.515	(13)	\$2,069.939	\$2,426.881	\$4,496.819	\$1,359.743	\$1,594.218	\$2,953.961		
S.R. 54	Collier PKWY	Livingston	351	336	4DL	1860	1530	8DL	3540	2900	20.89%	24.53%	0.62	\$1,611.935	\$1,611.935	\$3,223.870	\$1,058.880	\$1,058.880	\$2,117.760	(13)	\$336.779	\$395.336	\$732.115	\$221.230	\$259.696	\$480.926		
S.R. 54	Livingston	S.R. 56	373	357	4DL	1860	1530	8DL	3540	2900	22.20%	26.06%	1.95	\$9,339.741	\$9,339.741	\$18,679.482	\$6,135.276	\$6,135.276	\$12,270.551	(13)	\$2,073.645	\$2,493.787	\$4,567.431	\$1,362.177	\$1,598.754	\$2,960.932		
C.R. 54	S.R. 56	Magnolia	167	175	2UL	760	630	4DL	1620	1330	19.42%	25.00%	3.25	\$40,850.000	\$40,850.000	\$81,700.000	\$22,637.547	\$22,637.547	\$45,275.094	(17)	\$7,992.500	\$10,212.500	\$18,145.000	\$4,395.896	\$5,659.387	\$10,055.283		
C.R. 54	Magnolia	I-75	376	360	4DL	1330	1620	6DL	2000	2450	56.12%	43.37%	1.31	\$6,571.907	\$6,571.907	\$7,218.396	\$4,620.193	\$4,620.193	\$12,104.905	(17)	\$4,831.431	\$3,794.110	\$8,665.541	\$3,396.600	\$2,625.160	\$6,021.760		
S.R. 54	I-75	S.R. 581	1,170	1,221	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	0.29	\$0	\$0	\$0	\$0	\$0	\$0	(19)	\$0	\$0	\$0	\$0	\$0	\$0		
S.R. 54	S.R. 581	Porter Blvd	843	880	6DL	2790	2290	8DL	3540	2900	100.00%	100.00%	0.33	\$0	\$0	\$0	\$0	\$0	\$0	(19)	\$0	\$0	\$0	\$0	\$0	\$0		
S.R. 54	CR 577	Meadow Pointe Blvd.	418	437	2UL	860	700	4DL	1860	1530	41.80%	52.65%	1.00	\$14,463.255	\$14,463.255	\$28,926.510	\$9,850.248	\$9,850.248	\$19,700.497	(1)	\$6,045.641	\$7,614.991	\$13,660.631	\$4,117.404	\$5,186.215	\$9,303.619		
S.R. 54	Meadow Pointe Blvd.	New River Road	347	363	2UL	820	670	4DL	1810	1480	35.05%	44.81%	2.74	\$14,463.255	\$14,463.255	\$79,258.637	\$9,850.248	\$9,850.248	\$53,979.361	(1)	\$13,890.276	\$17,769.806	\$31,660.082	\$9,460.019	\$12,095.375	\$21,555.395		
S.R. 54	New River Road	Morris Bridge Rd.	242	253	2UL	860	700	4DL	1860	1530	24.20%	30.48%	0.73	\$14,463.255	\$14,463.255	\$21,116.352	\$9,850.248	\$9,850.248	\$14,381.363	(1)	\$2,565.079	\$3,218.336	\$5,773.414	\$1,740.145	\$2,191.858	\$3,932.003		
S.R. 56	S.R. 54	I-75	430	411	4DL	1860	1530	6DL	2790	2290	46.24%	54.08%	0.75	\$0	\$0	\$0	\$0	\$0	\$0	(19)	\$0	\$0	\$0	\$0	\$0	\$0		
S.R. 56	SR 581	Commercial entrance	1,533	1,468	2UL	860	700	6DL	2790	2290	79.43%	92.33%	0.58	\$12,032.336	\$12,032.336	\$13,957.610	\$6,847.167	\$6,847.167	\$7,942.714	(21)	\$5,543.229	\$6,443.278	\$11,986.507	\$3,154.451	\$3,666.636	\$6,821.087		
S.R. 56	Commercial entrance	Porter Blvd	1,336	1,279	2UL	860	700	6DL	2790	2290	69.22%	80.44%	1.03	\$12,032.336	\$12,032.336	\$24,786.612	\$6,847.167	\$6,847.167	\$14,105.164	(21)	\$5,578.993	\$9,969.207	\$15,548.209	\$4,881.995	\$5,673.115	\$10,555.110		
S.R. 56	Porter Blvd	Wesley Chapel Blvd.	846	811	2UL	860	700	6DL	2790	2290	43.83%	51.01%	1.70	\$12,032.336	\$12,032.336	\$40,909.942	\$6,847.167	\$6,847.167	\$23,280.368	(21)	\$8,966.272	\$10,433.322	\$19,399.594	\$5,102.381	\$5,937.226	\$11,039.607		
Chancey Road	Project Boundary	Meadow Pointe Blvd.	80	84	0L	0	0	2UL	760	630	10.53%	13.33%	0.23	\$6,387.472	\$6,387.482	\$2,938.239	\$3,698.657	\$3,698.657	\$1,701.382	(11)	\$154.644	\$195.883	\$360.527	\$89.546	\$113.425	\$202.972		
Wesley Chapel Blvd.	SR 56	SR 54	204	195	2UL	760	630	4DL	1620	1330	23.72%	27.86%	2.57	\$5,136.096	\$5,136.096	\$26,394.393	\$3,497.274	\$3,497.274	\$17,975.988	(12)	\$3,130.498	\$3,676.362	\$6,806.860	\$2,132.036	\$2,503.798	\$4,635.834		
Zwest	Curley Road	Handcart Road	156	150	2UL	870	720	4DL	2980	2440	7.39%	8.72%	3.5	\$5,136.096	\$5,136.096	\$56,945.672	\$3,497.274	\$3,497.274	\$24,480.913	(18)	\$1,328.797	\$1,567.398	\$2,896.196	\$904.982	\$1,067.482	\$1,972.464		
I-75	Fowler Ave.	Fletcher Ave.	345	331	6F	6640	6640	12F	11310	11310	7.39%	7.09%	1.07	\$26,087.034	\$26,087.034	\$56,826.254	\$17,855.305	\$17,855.305	\$38,210.353	(10)	\$2,062.105	\$1,978.425	\$4,040.530	\$1,411.410	\$1,354.136	\$2,765.546		
														Total: \$1,356,924.929		Total: \$910,778.724		Total: \$332,290.428		Total: \$220,100.367								
														Pascoe: \$830,864.009		Pascoe: \$544,378.052												
														Hillsborough: \$526,060.920		Hillsborough: \$366,400.672												

Source: District 7 October 2006 June 2009 Transportation Costs and Detailed Concept Plans

ROW costs below are estimated based on the D7 Transportation Cost: (Total construction cost - scope contingency) x 120% = ROW, CEI = 15% of Construction, Design = 15% of Construction

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Wiregrass DRI Improvement Costs - REVISED ~~03/16/2009~~ 10/26/2009
Concept Plans - Link Improvement Costs

Intersection	Phase(s)*	Total Construction Cost	PE Design (15%)	CEI (15%)	ROW Cost	Total Project Cost	Reduced Total Project Cost**
Links							
I-75 from I-275 to SR 56	1,2 and 3	\$11,409,000	\$1,711,350	\$1,711,350	\$7,187,400	\$22,019,100	\$14,464,347
I-75 from SR 56 to Overpass Road	1,2 and 3	\$54,241,000	\$8,136,150	\$8,136,150	\$8,300,000	\$78,813,300	\$51,772,457
I-75 from Overpass Road to SR 52	1,2 and 3	\$22,389,000	\$3,358,350	\$3,358,350	\$2,286,900	\$31,392,600	\$20,621,799
SR 54 from US 41 to CR 54/SR 56	1	\$35,734,000	\$5,360,100	\$5,360,100	\$27,192,450	\$73,646,650	\$48,378,484
SR 54 from US 41 to CR 54/SR 56	2 and 3	\$22,029,000	\$3,304,350	\$3,304,350	\$27,192,450	\$55,830,150	\$36,674,826
SR 581 (Bruce B Downs)	1,2 and 3	\$10,730,000	\$1,609,500	\$1,609,500	\$0*	\$13,949,000	\$9,163,098

*ROW included in intersection concept plan

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

		<u>Reduced Total Project Cost**</u>
I-75 from I-275 to 56:	\$22,019,100	\$14,464,347
I-75 from 56 to 54:	\$41,809,492	\$27,464,655
I-75 from 54 to 52:	\$68,396,408	\$44,929,600

		<u>Reduced Total Project Cost**</u>
Phase 1		
SR 54 from US 41 to Collier:	\$43,123,000	\$28,327,499
SR 54 from Collier to Livingston:	\$4,492,657	\$2,951,226
SR 54 Livingston to SR 56:	\$26,030,993	\$17,099,759

		<u>Reduced Total Project Cost**</u>
Phase 2 and 3		
SR 54 from US 41 to Collier:	\$33,926,800	\$22,286,515
SR 54 from Collier to Livingston:	\$3,223,869	\$2,117,760
SR 54 Livingston to SR 56:	\$18,679,481	\$12,270,551

Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.

% Change 34.31%

Above %reduction is applied to concept plans throughout

TABLE 21-14C
WIREGRASS DRI - PHASE 3
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 06/29/2007 10/26/09

Intersection	Improvement ⁷	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	Total Improvement Cost (June '09)	% Contribution ¹	Proportionate Cost	Proportionate Cost (June '09)
SR 54 @ CR 581 ⁶	NBR									
	EBR									
	2NBL	3342	8229	14,432	6,203	\$478,306,600	\$117,188,727	53.88%	\$96,145,015	\$63,137,953
	WBL Fly-over									
	Signal Timings									
SR 54 @ Morris Bridge	Receiving lane for EBL					\$3,383,166	\$2,209,798		\$699,473	\$456,878
	Receiving lane for EBT					\$3,383,166	\$2,209,798		\$699,473	\$456,878
	WBT Auxiliary Lane					\$3,383,166	\$2,209,798		\$699,473	\$456,878
	EBL	588	4,153	6,997	2,844	\$788,245	\$473,645	20.68%	\$162,970	\$97,927
	NBR					\$1,421,329	\$998,652		\$293,861	\$206,472
	EBR					\$1,421,329	\$998,652		\$293,861	\$206,472
	Signal Timings					\$52,849	\$58,716		\$10,927	\$12,140
SR 54 @ Curley Road	Receiving lane for EBL					\$3,383,166	\$2,209,798		\$1,084,872	\$708,611
	EBL					\$788,245	\$473,645		\$252,765	\$151,883
	SBL	1460	4,246	8,799	4,553	\$788,245	\$473,645	32.07%	\$252,765	\$151,883
	Receiving lane for EBT					\$3,383,166	\$2,209,798		\$1,084,872	\$708,611
	WBT Auxiliary Lane					\$3,383,166	\$2,209,798		\$1,084,872	\$708,611
	Signal Timings					\$52,849	\$58,716		\$16,947	\$18,828
Bruce B Downs Blvd@ Dona Michelle Rd	Receiving lane for SBL					\$3,383,166	\$2,209,798		\$3,179,309	\$2,076,644
	Receiving lane for NBT					\$3,383,166	\$2,209,798		\$3,179,309	\$2,076,644
	NBT Auxiliary Lane	1466	13,856	15,416	1,560	\$3,383,166	\$2,209,798	93.97%	\$3,179,309	\$2,076,644
	SBL					\$788,245	\$473,645		\$740,748	\$445,105
	Signal Timings					\$52,849	\$58,716		\$49,665	\$55,178
Bruce B Downs Blvd @ Regents Park	Receiving lane for SBL					\$3,383,166	\$2,209,798		\$1,775,327	\$1,159,533
	Receiving lane for NBL					\$3,383,166	\$2,209,798		\$1,775,327	\$1,159,533
	SBL					\$788,245	\$473,645		\$413,644	\$248,533
	NBL	2515	8,670	13,463	4,793	\$788,245	\$473,645	52.47%	\$413,644	\$248,533
	NBT Auxiliary Lane					\$3,383,166	\$2,209,798		\$1,775,327	\$1,159,533
	Receiving lane for NBT					\$3,383,166	\$2,209,798		\$1,775,327	\$1,159,533
	EBL					\$788,245	\$473,645		\$413,644	\$248,533
	Signal Timings					\$52,849	\$58,716		\$27,734	\$30,810
Bruce B. Downs @ Pebble Creek	NBT Auxiliary Lane					\$3,383,166	\$2,209,798		\$1,422,747	\$929,302
	SBL	2490	7,067	12,988	5,921	\$788,245	\$473,645	42.05%	\$334,486	\$199,185
	Signal Timings					\$52,849	\$58,716		\$22,225	\$24,692
Bruce B Downs Blvd @ Highwoods Preserve	Receiving lane for SBL					\$3,383,166	\$2,209,798		\$3,383,166	\$2,209,798
	SBL					\$788,245	\$473,645		\$788,245	\$473,645
	NBR	1719	14,054	14,055	1	\$1,421,329	\$998,652	100.00%	\$1,421,329	\$998,652
	WBL					\$788,245	\$473,645		\$788,245	\$473,645
	Signal Timings					\$52,849	\$58,716		\$52,849	\$58,716
County Line Road@ SR 581	NBR					\$1,421,329	\$998,652		\$1,061,576	\$745,883
	SBL					\$788,245	\$473,645		\$588,732	\$353,761
	EBL	3302	8,951	13,372	4,421	\$788,245	\$473,645	74.69%	\$588,732	\$353,761
	WBL					\$788,245	\$473,645		\$588,732	\$353,761
	NBL					\$788,245	\$473,645		\$588,732	\$353,761
	Signal Timings					\$52,849	\$58,716		\$39,472	\$43,854

TABLE 21-14C
WIREGRASS DRI - PHASE 3
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 06/29/2007 10/26/09

Intersection	Improvement ²	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	Total Improvement Cost (June '09)	% Contribution ¹	Proportionate Cost	Proportionate Cost (June '09)
Bruce B. Downs @ Cross Creek	Receiving lane for SBL					\$3,383,166	\$2,209,798		\$3,383,166	\$2,209,798
	EBL	2110	12,271	13,050	779	\$788,248	\$473,645	100.00%	\$788,248	\$473,645
	NBL					\$788,248	\$473,645		\$788,248	\$473,645
	SBL					\$788,248	\$473,645		\$788,248	\$473,645
	Signal Timings					\$52,849	\$58,716		\$52,849	\$58,716
Bruce B. Downs @ Amberly Drive	NBL					\$788,248	\$473,645		\$61,489	\$36,948
	WBL	227	10,016	12,926	2,910	\$788,248	\$473,645	7.80%	\$61,489	\$36,948
	SBL					\$788,248	\$473,645		\$61,489	\$36,948
	Signal Timings					\$52,849	\$58,716		\$4,423	\$4,580
Bruce B. Downs @ Tampa Palms	NBL					\$788,248	\$473,645		\$15,059	\$9,049
	WBL	227	9,229	11,882	11,882	\$788,248	\$473,645	1.91%	\$15,059	\$9,049
	Signal Timings					\$52,849	\$58,716		\$1,010	\$1,122
Bruce B. Downs @ Commerce Palms	Receiving lane for SBL					\$3,383,166	\$2,209,798		\$637,940	\$351,369
	NBL	671	9,499	12,794	3,295	\$788,248	\$473,645	15.90%	\$125,335	\$75,312
	SBL					\$788,248	\$473,645		\$125,335	\$75,312
	Signal Timings					\$52,849	\$58,716		\$8,403	\$9,336
Bruce B. Downs @ Bearss	Receiving lane for NBL					\$3,383,166	\$2,209,798		\$332,718	\$217,323
	NBL					\$788,248	\$473,645		\$77,520	\$46,581
	EBL	208	9,390	11,505	2,115	\$788,248	\$473,645	9.83%	\$77,520	\$46,581
	SBR					\$1,421,329	\$998,652		\$139,781	\$98,213
	Signal Timings					\$52,849	\$58,716		\$5,197	\$5,774
Bruce B. Downs @ Skipper Road	NBL	228	7,911	10,385	2,474	\$788,248	\$473,645	9.22%	\$72,643	\$43,650
	Signal Timings					\$52,849	\$58,716		\$4,870	\$5,411
Bruce B. Downs @ Lake Forest Road	SBL	103	9,327	12,316	2,989	\$788,248	\$473,645	3.45%	\$27,163	\$16,322
	Signal Timings					\$52,849	\$58,716		\$1,821	\$2,023
Collier Pkwy @ County Line Rd.	EBL					\$788,248	\$473,645		\$113,784	\$68,371
	WBR	138	5,274	6,230	956	\$1,421,329	\$998,652	14.44%	\$205,171	\$144,157
	Signal Timings					\$52,849	\$58,716		\$7,629	\$8,476
US 41 @ County Line Road	NBR					\$1,421,329	\$998,652		\$131,237	\$92,202
	EBL					\$788,248	\$473,645		\$72,776	\$43,730
	WBL	148	5,308	6,911	1,603	\$788,248	\$473,645	9.23%	\$72,776	\$43,730
	EBT Auxiliary Lane					\$3,383,166	\$2,209,798		\$313,357	\$204,024
	Receiving lane for EBT					\$3,383,166	\$2,209,798		\$313,357	\$204,024
	Signal Timings					\$52,849	\$58,716		\$4,879	\$5,421
SR 54 @ Old Pasco Road	EBL	520	4,538	6,906	2,368	\$788,248	\$473,645	21.96%	\$173,094	\$104,010
	Signal Timings					\$52,849	\$58,716		\$11,605	\$12,894
Morris Bridge @ Cross Creek	Receiving lane for EBL					\$3,383,166	\$2,209,798		\$329,578	\$215,468
	NBL	86	3,525	4,407	882	\$788,248	\$473,645	9.75%	\$76,858	\$46,183
	Signal Timings					\$52,849	\$58,716		\$5,153	\$5,725

TABLE 21-14C
WIREGRASS DRI - PHASE 3
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS
REVISED 06/29/2007 10/26/09

Intersection	Improvement ⁷	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	Total Improvement Cost (June '09)	% Contribution ¹	Proportionate Cost	Proportionate Cost (June '09)
SR 52 @ US 41	EBT Auxiliary Lane	105	5,243	7,184	1,941	\$3,383,166	\$2,209,798	5.41%	\$483,016	\$119,541
	Receiving lane for EBT					\$3,383,166	\$2,209,798		\$483,016	\$119,541
	WBT Auxiliary Lane					\$3,383,166	\$2,209,798		\$483,016	\$119,541
	Receiving lane for WBT					\$3,383,166	\$2,209,798		\$483,016	\$119,541
	NBT Auxiliary Lane					\$3,383,166	\$2,209,798		\$483,016	\$119,541
	Receiving lane for NBT					\$3,383,166	\$2,209,798		\$483,016	\$119,541
	SBT Auxiliary Lane					\$3,383,166	\$2,209,798		\$483,016	\$119,541
	Receiving lane for SBT					\$3,383,166	\$2,209,798		\$483,016	\$119,541
	NBL					\$788,248	\$473,645		\$42,644	\$25,622
	Signal Timings					\$52,849	\$58,716		\$2,859	\$3,176
SR 54 @ Coats Road	EBR	306	3,769	5,008	1,239	\$1,421,329	\$998,652	24.70%	\$351,030	\$246,640
	EBL					\$788,248	\$473,645		\$194,676	\$116,978
	Receiving lane for EBL					\$3,383,166	\$2,209,798		\$835,552	\$545,761
	NBL					\$788,248	\$473,645		\$194,676	\$116,978
	Receiving lane for NBL					\$3,383,166	\$2,209,798		\$835,552	\$545,761
	SBR					\$1,421,329	\$998,652		\$351,030	\$246,640
	Signal Timings					\$52,849	\$58,716		\$13,052	\$14,501
SR 54 @ SR 56 ⁶	SBR	971	7,492	16,553	9,061	\$140,683,880	\$72,688,317	10.72%	\$14,857,018	\$7,789,466
	EBL Fly-over									
	Receiving lane for EBT									
	WBT Auxiliary Lane									
	WBR									
	Signal Timings									
Bruce B Downs @ I-75	NBL at WB Ramp	1325	14,648	14,989	341	\$788,248	\$473,645	100.00%	\$788,248	\$473,645
	Signal Timings					\$52,849	\$58,716		\$52,849	\$58,716
SR 54 @ Suncoast Pkwy NB Ramp	2WBT	183	5,977	10,066	4,089	\$6,766,333	\$4,419,597	4.48%	\$302,832	\$197,796
	NBL					\$788,248	\$473,645		\$35,272	\$21,198
	Receiving lane for EBT					\$3,383,166	\$2,209,798		\$151,444	\$98,898
	Receiving lane for EBL					\$3,383,166	\$2,209,798		\$151,444	\$98,898
	Acceleration lane for NBR					\$3,383,166	\$2,209,798		\$151,444	\$98,898
	Signal Timings					\$52,849	\$58,716		\$2,365	\$2,628
SR 54 @ Porter Blvd.	WBT Auxiliary Lane	2223	11,128	12,897	1,769	\$3,383,166	\$2,209,798	100.00%	\$3,383,166	\$2,209,798
	Receiving lane for EBT					\$3,383,166	\$2,209,798		\$3,383,166	\$2,209,798
Collier Pkwy @ SR 54 ⁶	Interchange	810	8,844	19,328	10,484	\$161,954,025	\$106,385,628	7.73%	\$12,512,434	\$8,219,416
	SR 54 Fly-over, WBL									
CR 54 @ I-75 ⁶	Interchange Reconstruction	2343	18,268	22,434	4,166	\$130,658,700	\$85,829,700	35.31%	\$46,135,587	\$30,306,467
	NBL, SBL									
SR 56 @ I-75 ⁶	Interchange Reconstruction	1668	18,661	27,842	9,181	\$43,774,100	\$28,755,206	26.67%	\$14,674,552	\$7,669,014
	EBL, NBL, SBL									
US 41 @ SR 54	Interchange ⁴ US 41 Fly-over, NBR,EBR,WBR - free flow turns	397	10,753	21,830	11,077	\$160,000,000	\$124,145,000	3.58%	\$5,734,405	\$4,449,360
SR 56 @ SR 581 ⁶	Each Approach - Triple Lefts, Three Thrus, Excl. Rights (EB Dual Right)	5028	8403	13,161	4,758	\$3,768,700	\$2,475,659	100.00%	\$3,768,700	\$2,475,659
Total:						\$961,670,932	\$649,718,703	Intersection Total	\$246,873,390	\$162,410,949

TABLE 21-14C
WIREGRASS DRI - PHASE 3
PROPORTIONATE SHARE CALCULATIONS - INTERSECTIONS

REVISED ~~06/29/2007~~ 10/26/09.

Intersection	Improvement ⁷	Project Traffic	Before Capacity	After Imp. Capacity	Difference in Capacity	Total Improvement Cost	Total Improvement Cost (June '09)	% Contribution ³	Proportionate Cost	Proportionate Cost (June '09)
Pasco:						\$900,284,704	\$607,336,879			
Hillsborough:						\$61,446,228	\$42,381,823			
Future Proportionate Share payments will be adjusted to account for inflation based on the actual year of when the road improvement is to be constructed									\$244,567,482	\$139,281,523
(1) D7 ~~October 2006~~ June 2009 Construction Cost for 300 feet exclusive right turn lane is						\$487,434	\$251,069			
Construction cost for 300 feet exclusive left turn lane is						\$198,171	\$119,078			
For intersection turn lanes, assume each turn lane leg is 0.1 miles										
Total Construction Cost for 0.1 mile exclusive right turn lane is						\$628,906	\$441,881			
Total Construction Cost for 0.1 mile exclusive left turn lane is						\$348,781	\$209,577			
To obtain the total cost for the turn lane improvement, Right-of-way cost at a rate of 120% of construction cost (less scope contingency) was added to the construction costs										
Total Improvement Cost for 0.1 mile exclusive right turn lane is						\$1,421,329	\$998,652			
Total Improvement Cost for 0.1 mile exclusive left turn lane is						\$788,245	\$473,645			
(2) For through lanes, a transition length of 0.25 miles was used.										
Construction Cost for adding one mile of one (1) through lane on the inside						\$5,987,005	\$3,911,148			
Total Improvement Cost for adding 0.25 miles of one (1) through lane, including right-of-way cost at the rate of 120% of construction cost is							\$3,883,166		\$2,209,798	
(3) Before and After Improvement capacities were considered from HCS and Synchro software for the respective intersections										
(4) Total cost for new interchange at SR 54 and US 41 is						\$160,000,000	\$124,145,000			(Revised from \$160M based on latest estimates)
(5) Cost for modifying signal timings and or phasing =						\$52,849	\$58,716			
15% of the construction cost for traffic signal was considered as PE Design Cost for signal timing.										
(6) Updated using costs from detailed concept plans - for detailed cost breakdowns, see attached worksheet										
<u>Concept plan costs were reduced by 34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.</u>										
(7) Improvements provided are in addition to the 'Existing plus Committed' Improvements, with the exception of SR 56 @ SR 581										

EXHIBIT I

WIREGRASS RANCH DRI NO. 260

WIREGRASS RANCH TRANSPORTATION MITIGATION TABLE

WIREFRASS - PHASE 1 TRANSPORTATION MITIGATION

Rev. May 13, 2010

Agreed Proportionate Share Requirements

	Gross Prop Share	L.E. Credit ⁽⁴⁾	Net Prop. Share
Phase 1	\$ 179,257,826	\$ 13,122,985	\$ 166,134,841
Phase 2	\$ 148,251,087	\$ 24,668,924	\$ 123,582,163
Phase 3	\$ 55,002,403	\$ 13,122,985	\$ 41,879,418
Gross Total	\$ 382,511,316	Net Total	\$ 331,596,422

Proposed Improvements Final Configuration

- 4 Lanes
- 6 Lanes

Proposed Phase 1 Pipeline Projects Agreed Proportionate Share and Impact Fee Credits					
Roadway	Total Construction Cost	Proportionate Share Credit	Impact Fee Credit	Financial Assurance ⁽¹⁾	Start Date ⁽²⁾
1 SR 56 / 581 Intersection	\$ 2,475,659	100%	50%	3/31/2008 ⁽⁵⁾	1/1/2008 ⁽⁵⁾
2 SR 56 - 581 to Wiregrass Ranch Blvd. ⁽⁶⁾	\$ 22,047,878	100%	50%	3/31/2008 ⁽⁵⁾	1/1/2008 ⁽⁵⁾
3 SR 56 - Wiregrass Ranch Blvd. to Meadow Pointe Blvd. ⁽⁶⁾	\$ 14,269,298	100%	50%/100%	3/31/2008 ⁽⁵⁾	1/1/2008 ⁽⁵⁾
4 Mansfield Blvd.	\$ 5,956,019	50%	50%	3/31/2008 ⁽⁵⁾	6/1/2008 ⁽⁵⁾
5 Meadow Pointe Blvd.	\$ 17,975,988	100%	100%	3/31/2014	10/1/2014
6 CR 54 Widening	\$ 45,275,094	100%	100%	1/15/2014	10/1/2017
7 Wiregrass Ranch Blvd. ⁽⁶⁾	\$ 29,579,924	50%	50%	3/31/2017	10/1/2017
8 SR 581 Realignment	\$ 34,920,553	100%	67%	3/31/2017	10/1/2017
9 Chancey Road	\$ 12,343,775	50%	50%	3/31/2017	10/1/2017
10 SR 54 ROW Acquisition Fund	\$ 5,000,000	100%	100%	N/A	N/A
11 Park & Ride Facility	\$ 3,454,459	100%	100%	N/A ⁽⁷⁾	N/A ⁽⁷⁾
Total	\$ 169,358,788 ⁽³⁾				

- ⁽¹⁾ A letter of credit, bond or other form of financial assurance shall satisfy this requirement.
- ⁽²⁾ Schedule shown does not preclude the developer from initiating construction of the improvements earlier than the dates required.
- ⁽³⁾ Additional proportionate share credit in excess of the required Phase 1 net proportionate share identified above shall be applied to the initial development to be constructed in Phase 2.
- ⁽⁴⁾ The Limited Exemption (L.E.) credit is made up of the following:
Office: \$26,499,278
Hospital/Med Office: \$7,550,211
Community College: \$2,255,258
Town Center: \$12,869,677
Hotel: \$1,740,470
- ⁽⁵⁾ These obligations have been satisfied.
- ⁽⁶⁾ Wiregrass Ranch Boulevard is formerly known as Porter Boulevard.
- ⁽⁷⁾ To be determined in accordance with the Easement Agreement.
- ⁽⁸⁾ All costs identified are based on June 2009 FDOT cost index.

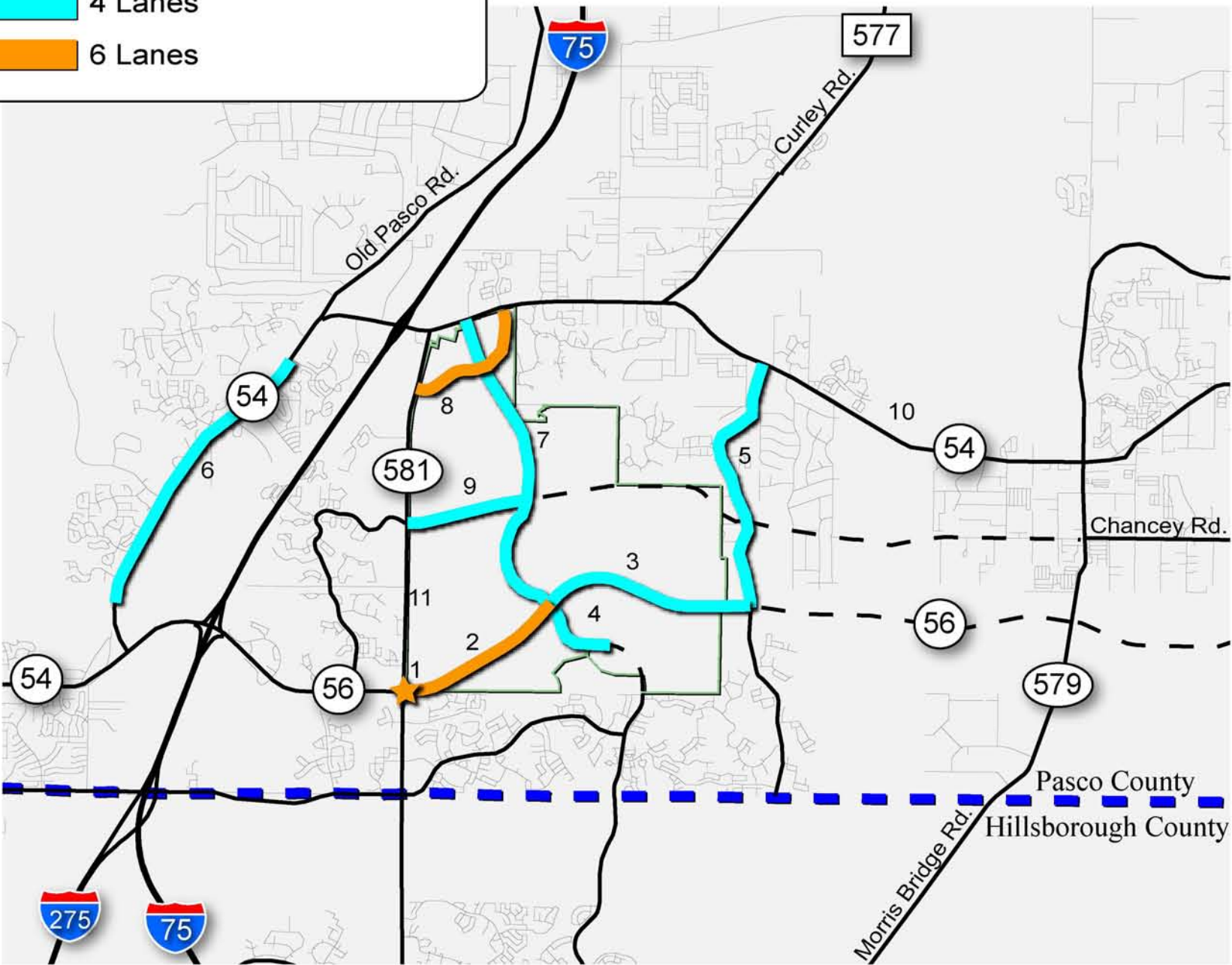


EXHIBIT "I" Page 1 of 10

PASCO COUNTY

SCALE
0' 6,000' 12,000'

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

TABLE 1
PROPOSED MITIGATION FOR WIREGRASS DRI - PHASE 1
Date 07/16/07 10/26/09

Item	Description	Improvement	Cost/Mile (D7 Oct. 2006)	Cost/Mile (D7 June 2009)	Reference	Link Length (feet)	Link Length (mile)	Total Project Cost- Source: District 7 Oct. 2006 Cost	Total Project Cost Source: District 7 June 2009 Cost	Percentage Proportionate Share Credit	Total Proportionate Share Credit (D7-Oct-2006)	Total Proportionate Share Credit (D7 June 2009)
1	SR 56/ SR 581 (FDOT ultimate intersection)	n/a	n/a	n/a	County's Final- Proportionate Share Tables	n/a	n/a	\$3,768,700	\$2,475,659	100%	\$3,768,700	\$2,475,659
2	SR 56 - from SR 581 to Porter Wiregrass Ranch Blvd.	2 lanes to 6 lanes	n/a	n/a	County's Final- Proportionate Share Tables	8,501	1.61	\$38,744,122	\$22,047,878	100%	\$38,744,122	\$22,047,878
3	SR 56 - from Porter Wiregrass Ranch Blvd. to Meadow Pointe Blvd.	2 lanes to 4 lanes	n/a	n/a	County's Final- Proportionate Share Tables	8,976	1.70	\$25,424,258	\$14,269,298	100%	\$25,424,258	\$14,269,298
4	Mansfield Blvd. - from SR 56 to School Entrance	New 4 lanes	\$18,461,922	\$10,361,706	VII	3,035	0.57	\$10,612,110	\$5,956,019	50%	\$5,306,055	\$2,978,009
5	Meadow Pointe - from SR 54 to SR 56	2 lanes to 4 lanes	\$10,270,191	\$6,994,548	IX	13,554	2.57	\$26,394,393	\$17,975,988	100%	\$26,394,393	\$17,975,988
6	CR 54 Widening - CCTC to Magnolia Drive	2 lanes to 4 lanes	n/a	n/a	Meeting 07/12/07	n/a	n/a	\$45,275,094	\$45,275,094	100%	\$45,275,094	\$45,275,094
7	Porter Wiregrass Ranch Blvd. - from SR 54 to SR 56	New 4 lanes	\$18,461,922	\$10,361,706	VII	15,073	2.85	\$52,703,893	\$29,579,924	50%	\$26,351,947	\$14,789,962
8	¹ SR 581 Realignment	New 6 lanes	\$36,097,008	\$20,541,502	I	8,976	1.70	\$61,364,912	\$34,920,553	100%	\$61,364,912	\$34,920,553
9	Chancey Road - from SR 581 to Porter Blvd.	New 4 lanes	\$18,461,922	\$10,361,706	VII	6,290	1.19	\$21,993,464	\$12,343,775	50%	\$10,996,732	\$6,171,887
10	² SR 54 ROW Acquisition Fund	n/a	n/a	n/a	n/a	n/a	n/a	\$5,000,000	\$5,000,000	100%	\$5,000,000	\$5,000,000
11	Park & Ride Facility	n/a	n/a	n/a	Meeting 07/12/07	n/a	n/a	\$3,454,459	\$3,454,459	100%	\$3,454,459	\$3,454,459
Total								\$294,735,406	\$193,298,647		\$252,080,672	\$169,358,788

Phase 1 Net Proportionate Share \$252,080,672 \$166,134,841

Note:
1)¹ Realignment length was taken from County's Mitigation Proposal 06/13/07
2) ² To Be paid on a "per trip" basis from the inception of Phase 1 development.
3) Concept plan costs were reduced by34.31%, consistent with the cost reduction of the Wiregrass DRI improvements on the FDOT D7 costs from October 2006 to June 2009.

Source:
Table 1A- Obtained from District 7 Transportation Cost Estimates

Ref.	Urban Road	District 7 October 2006 Costs			District 7 June 2009 Costs		
		Construction Cost- Per Mile	Design & CEI Cost- Per Mile	Total Cost Per- Mile	Construction Cost Per Mile	Design & CEI Cost Per Mile	Total Cost Per Mile
I	6 Lane Roadway	\$27,766,929	\$8,330,079	\$36,097,008	\$15,801,155	\$4,740,347	\$20,541,502
II	4 Lane Roadway	\$23,008,377	\$6,902,513	\$29,910,890	\$12,913,392	\$3,874,018	\$16,787,410
III	2 Lane Roadway	\$15,920,916	\$4,776,275	\$20,697,191	\$9,218,985	\$2,765,696	\$11,984,681
VI	Add Lanes(2 to 4)	\$12,799,341	\$3,839,802	\$16,639,143	\$8,717,034	\$2,615,110	\$11,332,144
V	Add Lanes(4 to 6)	\$13,660,167	\$4,098,050	\$17,758,217	\$9,603,394	\$2,881,018	\$12,484,412

Table 1B- County Methodology for Cost Calculations

Ref.	Urban Road	District 7 October 2006 Costs					District 7 June 2009 Costs				
		FDOT Subtotal- Construction Cost- Per Mile-	Pasco County- Construction Cost- Per Mile	Design & CEI Cost- Per Mile	Scope Contingency	Total Cost Per Mile	FDOT Subtotal- Construction Cost Per Mile	Pasco County- Construction Cost Per Mile	Design & CEI Cost Per Mile	Scope Contingency	Total Cost Per Mile
VI	6 Lane Roadway	\$22,213,543	\$18,881,512	\$1,510,521	\$1,888,151	\$22,280,184	\$12,640,924	\$10,744,785	\$859,583	\$1,074,479	\$12,678,847
VII	4 Lane Roadway	\$18,406,702	\$15,645,697	\$1,251,656	\$1,564,570	\$18,461,922	\$10,330,714	\$8,781,107	\$702,489	\$878,111	\$10,361,706
VIII	2 Lane Roadway	\$12,736,733	\$10,826,223	\$866,098	\$1,082,622	\$12,774,943	\$7,375,189	\$6,268,911	\$501,513	\$626,891	\$7,397,315
IX	Add Lanes(2 to 4)	\$10,239,473	\$8,703,552	\$696,284	\$870,355	\$10,270,191	\$6,973,627	\$5,927,583	\$474,207	\$592,758	\$6,994,548
X	Add Lanes(4 to 6)	\$10,928,134	\$9,288,914	\$743,113	\$928,891	\$10,960,918	\$7,682,715	\$6,530,308	\$522,425	\$653,031	\$7,705,763

Calculation:
1.Subtotal construction cost per mile was taken from District 7 (October 2006) cost and June 2009 costs.
2. Total construction cost per mile is 85% of FDOT District 7 (October 2006) cost and June 2009 costs.
3. Design and CEI is 8% of the Pasco County construction costs.
4. Contingency cost is 10% of the Pasco County construction cost.

Exhibit I (Continued from Pages 1 & 2)

Wiregrass DRI Transportation Mitigation Terms and Conditions:

1. The Owner/Applicant and the County have agreed on the specific pipeline projects required for Phase 1 as identified on Page 1 of this Exhibit I. The remaining pipeline project(s) for Phases 2 and 3 shall be determined by mutual agreement prior to the completion of Phase 1, or March 1, 2014, whichever is first to occur. The Phase 2 and 3 proportionate share shall be utilized for facility or mobility improvements in Pasco County that benefit one or more of the following roadway segments: (1) I-75 from the I-75/I-275 apex north to S.R. 52, or (2) S.R. 54/56 east of U.S. 41. Prior to the County authorizing the commencement of development for Phases 2 and 3, the specific Phase 2 and 3 improvements shall be identified through the filing of a NOPC and development order amendment. The improvements shall be consistent with s. 163.3180(12), F.S., and the schedule of capital improvements in the comprehensive plan shall be amended at the next regularly scheduled update to include the improvements if they are not already in the schedule. The County has agreed to the total construction costs for all the pipeline projects, except for the Park and Ride Facility, for which a conceptual cost estimate only has been included on Page 1. The final agreed to construction costs for the Park and Ride Facility shall be set forth in the Development Agreement. To the extent the final proportionate share credit amount set forth on Page 1 of this Exhibit I and the DA for the Park and Ride Facility, is less than, or exceeds the final agreed to construction costs for this improvement, then such credit excess (or shortfall) shall be applied to the Phase 2 proportionate share, at the time the Phase 2 transportation mitigation improvements are established.
2. As reflected in the tables set forth on page 1 of this Exhibit I, Wiregrass DRI shall receive proportionate share credit for the pipeline projects to the extent, and as set forth, on Page 1 of this Exhibit I. All such credits shall be provided at the same cost as set forth in this Exhibit I (except for the Park and Ride Facility which shall be determined as set forth in Note 1, above), regardless of the actual cost of construction for such pipeline project.
3. The Phase 1 pipeline projects and proportionate share credit agreed to by Owner/Applicant and the County include the third and fourth lanes of some internal regional collector roadways (Wiregrass Ranch, Mansfield, and Chancey) (the "Internal Collector Roadways"). These Internal Collector Roadways would not generally be considered by the County to be viable pipeline projects or proportionate share creditable, because (1) the Internal Collector Roadways were not identified as needed improvements in Exhibit H (the Proportionate Share Calculation Table), and (2) the Internal Collector Roadways are necessary to some extent for the internal development of the DRI. However, the County has agreed that it is in the public interest to include the third and fourth lanes of these roadways as pipeline projects and provide proportionate share credit for the cost of constructing the third and fourth lanes of these Internal Collector Roadways due to the following unique circumstances relating to the Wiregrass DRI: (1) the Wiregrass DRI is uniquely surrounded by 3 major arterial roadways and close to I-75, and the third and fourth lanes of the Internal Collector Roadways serve as parallel collectors to partially relieve congestion on the surrounding arterial and interstate network, (2) the Wiregrass DRI is uniquely surrounded by three existing Developments of Regional Impact with substantial existing development, (3) the Internal Collector Roadways serve unique public facilities provided by the Wiregrass DRI Owner/Applicant, including a Community College, a Government Services Building, a High School/Middle School site, 3 Elementary School sites, and potentially a 4th Elementary School site. (4)

the Wiregrass DRI contains land uses estimated to generate over 20,000 p.m. peak hour gross trips and over Three Hundred Million Dollars worth of proportionate share mitigation at buildout of Phases 1 through 3. Notwithstanding the foregoing, the County has specifically not provided any proportionate share credit or impact fee credit for the first two lanes of construction, or four lanes of right of way, for the Internal Collector Roadways, because the County has determined, consistent with prior policy and legislative declarations in the Transportation Impact Fee Ordinance and Section 610.3 of the Land Development Code, that these portions of the Internal Collector Roadways are site access related improvements that primarily serve the internal development of the DRI. The County has additionally determined that the provision of proportionate share credit and impact fee credit for the third and fourth lanes of the Internal Collector Roadways shall not serve as a legal or policy precedent for any other DRI or non-DRI project that does not meet all of the unique criteria of the Wiregrass DRI as set forth in this paragraph.

4. The deadlines for provision of a letter of credit, bond, or other form of financial assurance acceptable to the County for each pipeline improvement are set forth in the tables contained on Page 1 of this Exhibit I and in the entitlement-related form of financial assurance requirements set forth below, for each respective pipeline project. Similarly, the deadline for each construction commencement date is set forth in these tables. All construction completion deadlines shall be 18 months after the commencement of construction, unless extended in the DA or the SR 56 Roadway Agreement between Locust Branch, LLC, Meadow Pointe IV CDD and Pasco County as may be amended by agreement of the County (based upon particular circumstances related to such pipeline).
5. Based upon a comparative analysis of expected trip generation versus levels of entitlements for various stages of development within Phase 1, Wiregrass DRI may proceed with the following subphases of Phase 1 of the development:
 - (i) Phase 1A: The Applicant/Owner (or its designee) has posted the letter of credit, bond or other form of financial assurance and commenced Pipeline Projects 1, 2 and 3, and Pipeline Project 4 has been constructed and opened to the traveling public; therefore, construction plan approvals may be procured for the following additional development : up to 463,891 s.f. of retail space; up to 120 hotel rooms (which hotel development is subject to applicable provisions relating to Limited Exemptions in Section 9, below); up to 950 multi-family units; up to 99,180 s.f. of medical office; up to 100 hospital beds; up to 310,000 s.f. of office space and up to 707 f.t.e. students of community college; up to 300,000 square feet of Attraction and Recreation Facilities ("ARF") as defined in Section 5.b(6) of the DO, including up to 360 hotel rooms, and 100,000 s.f. of medical office, and 200,000 s.f. of office; or the equivalent pm peak hour trips allowed pursuant to the DO and Equivalency Matrix. In no event shall the Phase 1A non-residential entitlements be converted to residential entitlements ("Phase 1A"). In no event shall the Phase 1A multi-family residential be converted to single family residential entitlements.
 - (ii) Phase 1B: Upon provision of the letter of credit, bond or other form of financial assurance; for pipelines, #1, 2, 3, and 5, and Pipeline #4 has been constructed and is opened to the traveling public, plats (or construction plan approvals where no plat is required) may be procured for the following additional development; up to 1,380 single family units and 620 townhome units; and up to 800,000 sf of

retail space (in addition to the previously approved Wal-Mart store on Parcel C-2 (for 217,522 s.f.) and JC Penney store on Parcel C-6 (for 99,387 s.f.); or equivalent p.m. peak hour trips allowed pursuant to the DO and Equivalency Matrix("Phase 1B").

The Applicant/Owner (or its designee) has posted the letter of credit, bond or other form of financial assurance and commenced Pipeline Projects 1, 2 and 3, and Pipeline Project 4 has been constructed and opened to the traveling public. Therefore, the foregoing paragraph notwithstanding, plats (or construction plan approvals where no plat is required) may be procured for the following portion of the Phase 1B entitlements provided the Applicant/Owner (or its designee) has not exceeded the letter of credit/bond/financial assurance deadlines for pipeline project 5: (i) Up to 800,000 s.f. of retail space; (ii) Up to 217,522 s.f. of retail may be permitted on Parcel C2 for the Wal-Mart store pursuant to the preliminary site plan approval prior to this Development Order upon completion of the improvements required by the Wal-Mart preliminary site plan approval; (iii) Up to 99,387 s.f. of retail may be permitted on Parcel C6 for the J.C. Penney store pursuant to the preliminary site plan approved prior to this Development Order upon completion of SR 56 from SR 581 to the Parcel C6 commercial entrance, including the 56/581 intersection improvements (per approved FDOT plans); (iv) Up to 1,000 residential units on Parcel(s) S1, S3-A and/or S3 may be constructed upon completion of Chancey Road (4 lanes) from SR 581 to the S1 entrance; (v) Up to 1,000 additional residential units on Parcel(s) S1, S3-A and/or S3 may be constructed upon completion of Mansfield Blvd. (4 lanes from SR 56 past the high school entrance, and two lanes south to Meadow Pointe subdivision).

- (iii) Phase 1C: Upon provision of the letter of credit, bond or other form of financial assurance for pipelines #1-5, inclusive, and #7 and provision of the required easement agreement for mitigation item #11, plats (or construction plan approvals where no plat is required) may be procured for the following additional development: up to 1,000 single family units, and up to 1,050 multifamily units, and 18 holes of golf course, or the equivalent p.m. peak hour trips allowed pursuant to the DO and Equivalency Matrix ("Phase 1C"). (See also Condition 5(vi) below).
- (iv) Phase 1D: Upon provision of the letter of credit, bond or other form of financial assurance for all Phase 1 pipelines, other than item #10 (which is a per-trip fee), and provision of the required easement agreement for item #11, plats/construction plan approvals may be procured for the following additional development: up to 1,000 single family units or the equivalent p.m. peak hour trips allowed pursuant to the DO and Equivalency Matrix ("Phase 1D"). (See also Condition 5(vi) below).
- (v) Notwithstanding the foregoing, the required easement agreement for mitigation item #11 shall be provided no later than construction plan approval for any hotel development on Parcel M11.
- (vi) Notwithstanding the foregoing, until such time as the letters of credit, bonds or other forms of financial assurance for the Phase 1C/1D Pipeline Projects (Phase 1C/1D Assurance) have been provided, Phase 1C/1D entitlements shall pay a per trip fee at the rate of \$47,557 per trip (\$125,573,805 Phase 1C/1D proportionate share obligation/2,640.5 Phase 1C/1D peak hour trips) (Phase

1C/1D Per Trip Fee). The Phase 1C/1D Per Trip Fee shall be based on the number of trips generated by the applicable entitlement using the trip generation rates in the attached LUEM (Exhibit F) and shall be payable at the same time as transportation impact fees. The Phase 1C/1D Per Trip Fee is in addition to any transportation impact fees that may be required. Whenever a Phase 1C/1D Assurance has been accepted by the County for Pipeline Projects 6, 7, 8, 9 or 11, the Phase 1C/1D Per Trip Fee rate shall be reduced. The new rate shall be determined by dividing the remaining unsecured Phase 1C/1D proportionate share obligation by the remaining Phase 1C/1D trips that have not received a building permit. (Example: Assurance posted for Pipeline Project 6 and there are no Phase 1C/1D entitlements that have received a building permit. The new rate would be $[\$125,573,805 - \$45,275,094] / 2,640.5 = \$30,410$.) Once the total aggregate contribution of all the Phase 1C/1D funds (both the Phase 1C/1D Per Trip Fees and Phase 1C/1D Assurance amounts) provided to the County equals the total proportionate share obligation for Phase 1C/1D, no additional payments or assurances shall be required for Phase 1C/1D entitlements. The County agrees to account for the Phase 1C/1D Per Trip Fee in a separate line item account (Wiregrass Phase 1C/1D Pipeline Account) that is designated and used for proportionate share funds attributable to Pipeline Projects 6, 7, 8, 9 and 11 for reimbursement to the Credit Receiving Entity as defined in the Development Agreement. . Once the Credit-Receiving Entity has posted any of the Phase 1C/1D financial assurances for any of the corresponding Pipeline Projects 6, 7, 8, 9 or 11, the County agrees to promptly reimburse to the Credit-Receiving Entity a pro-rata share of the Phase 1C/1D Per Trip Fees paid. The pro rata share shall be based on the ratio of the Phase 1C/1D Assurance posted compared to the Phase 1C/1D proportionate share obligation remaining immediately prior to posting. (Example: Bond is posted for Pipeline Project 6 which costs \$45,275,094. This represents 36% of the total Phase 1C/1D proportionate share obligation remaining immediately prior to such posting $[\$45,275,094 / \$125,573,805]$. Therefore, 36% of the Phase 1C/1D Per Trip Fees paid to date would be reimbursed.)

- (vii) Notwithstanding the foregoing, there is no limitation on the timing or quantity (including the advancement within Phase 1 or from Phase 2 or Phase 3 forward) of any specifically approved Town Center, Office/Employment Center, or other Limited Exemption entitlements authorized by this DO or the County's Concurrency Management Ordinance.
 - (viii) If plats (or construction plan approvals where no plat is required) have been procured for any entitlements set forth herein, then the C.O.'s for such entitlements shall be issued by the County subject only to compliance with all other County regulations including, but not limited to, the Master Roadway Plan.
 - (ix) All development shall be subject to and consistent with Section 4.e of the Development Order.
6. The Phase 1 pipeline projects for SR 56 require the Applicant/Owner (or its designee) to add lanes 3 through 6 (Pipeline #2, from SR 581 to Wiregrass Ranch Blvd.) and lanes 3 and 4 (Pipeline #3, from Wiregrass Ranch Blvd. to Meadow Pt. Blvd.) to an existing DO and DA obligation of Wesley Chapel Lakes DRI to build the first 2 lanes of SR 56 through Wiregrass DRI. Therefore, Wiregrass DRI has been provided no proportionate share credit for the first 2 lanes of SR 56 (a credit reduction of \$ 9,033,180).

Notwithstanding approval of this DO, Wesley Chapel Lakes DRI shall remain legally obligated for the complete cost of construction of the first 2 lanes of SR 56, the necessary SR56/SR581 intersection improvements, and the necessary SR 56/Meadow Pointe Boulevard intersection improvements, and shall only receive proportionate share and impact fee credits therefore, as limited by and set forth in the DO and DA for Wesley Chapel Lakes DRI. Commencement of pipeline #2 (S.R. 56-581 to Wiregrass Ranch Blvd.) shall constitute commencement of pipeline #3 (S.R. 56- Wiregrass Ranch Blvd. to Meadow Pointe Blvd.).

In the event Wiregrass DRI elects to construct the first 2 lanes pursuant to the existing SR 56 Road Agreement between and among Wiregrass DRI, Wesley Chapel Lakes DRI, and the County, Wiregrass DRI reserves the right to negotiate for a cost contribution from Wesley Chapel Lakes DRI for the initial 2 lanes of SR 56, the SR 56/SR 581 intersection, and the SR 56/Meadow Pointe Boulevard intersection, up to the full amount of the proportionate share (FDOT cost) credit reduction that has been made by the County to Wiregrass DRI. Absent a mutual agreement between Wiregrass DRI and Wesley Chapel Lakes DRI for such 2 lane contribution amount, and intersection contribution amounts, Wiregrass DRI shall not be obligated to construct the initial 2 lanes or the intersections under this DO, but shall be required to add the additional lanes (beyond 2 lanes) pursuant to this DO, when Wesley Chapel Lakes DRI fulfills its DO/DA obligations. Provided, however, in no event shall Wiregrass DRI be relieved of any of the deadlines or letter of credit/bond/financial assurance requirements for S.R. 56, or the SR 56/581 intersection, set forth in this Exhibit I.

7. The cost basis for the proportionate share obligation for each pipeline improvement and proportionate share credits is set forth on page 1 of this Exhibit I. With respect to FDOT projects, the June 2009 cost estimates published by FDOT District 7 have been utilized, as required by FDOT and the County. The Phase 2 and Phase 3 proportionate share amounts on Page 1 of this Exhibit I (as adjusted pursuant to Note 1 above) shall be inflated or deflated to the time of payment and/or project identification using the indexing rates of Pasco County's Transportation Impact Fee Ordinance. The Phase 1 developer construction projects shall be constructed by developer regardless of actual cost. However, in the event the FDOT published construction cost figures utilized herein for the current DRI proportionate share calculations are decreased subsequent to adoption of this DO, then the Applicant/Owner shall have the right to recalculate the required proportionate share mitigation amount for Phase 1, 2 and 3 (as adjusted pursuant to Note 1 above), based upon such adjusted FDOT cost figures. Any required adjustment shall be substituted as Exhibits H and I to this DO, after approval thereof by the County, and required adjustments shall be reflected by appropriate amendment(s) to any related DA for Wiregrass Ranch DRI. The revised Exhibits H and I shall also revise the Limited Exemption proportionate share credit shown on page 1 of Exhibit I accordingly, based on the adjusted FDOT cost figures. Exhibit H and I may also be revised as necessary to reflect additional proportionate share credit consistent with condition 16. The Phase 1 proportionate share mitigation amount may be recalculated as referenced above provided the Phase 1 mitigation pipeline projects are not modified.
8. Impact fee credits will be provided based upon the applicable percentage of the total construction cost amount set forth on page 1 of this Exhibit I, or actual cost, whichever is less, subject to the requirements of the DA and the Transportation Impact Fee Ordinance. No fee credits shall be acknowledged by the County for any developer, builder, or parcel buyer within Wiregrass DRI except upon presentation by such party of a written, executed, and notarized assignment of impact fee credits from the legal entity

that owns/holds such credits. Notwithstanding anything to the contrary in this Exhibit I, no impact fee credits shall be provided for the FDOT and County required Wal-Mart interim improvements required pursuant to the FDOT Settlement Agreement and prior County approvals for Wal-Mart, nor for the prior interim improvements made for the JC Penney store. The CIP allocations for the fee credits, including recognition of the prior impact fees already paid for the JC Penney store, shall be addressed in the DA. Phase 1 pipeline #3 (SR 56 from Wiregrass Ranch Blvd to Meadow Pointe Blvd) shall receive 50% impact fee credit for the on-site portion and 100% credit for the off-site portion, subject to the above provisions. Impact fee credits for pipeline project #1 (the 56/581 intersection) shall be reduced by any impact fee credits provided to the Wesley Chapel Lakes DRI or the Seven Oaks DRI for their required contributions to said project.

9. Limited Exemption (as defined in the DO) entitlements for which proportionate share credit has been granted shall be responsible only for the payment of transportation impact fees to address their proportionate share obligation, subject to any incentives granted pursuant to the Pasco County Economic Development Incentive Ordinance. Pasco County shall address the proportionate share obligation for compliant Limited Exemption (as defined in the DO) entitlements through the application of transportation impact fees or other revenue sources toward one or more of the improvements listed in Exhibit H (the Proportionate Share Calculation Table) or toward alternate road or mobility improvements that benefit the improvements in Exhibit H.
10. The alignment for SR 581 through Wiregrass DRI shall be mutually agreed by the Applicant/Owner and the County, and is subject to FDOT approval and permitting. The County agrees that impacts to wetlands shall be avoided where practical, provided that FDOT and County road design requirements can be met, and provided that the alignment is flexible to allow Wiregrass DRI to maximize the feasibility and marketability of frontage parcels along the SR 581 re-alignment (due to the increased quantity of donated right-of-way acreage that is required for such re-alignment). The County also agrees to support the request for signalization at the Wiregrass Ranch Blvd. and the realigned SR 581 intersections at SR54, subject to the FDOT design approval and permitting process for such pipeline. No frontage road system will be required within Wiregrass DRI for the SR 581 re-alignment, due to the increased quantity of donated right-of-way that is required for such pipeline, provided however, that appropriate interconnects will be required between adjacent parcels in accordance with LDC.
11. The Phase 1 SR 54 Right-of-Way fund contribution (Curley Road to Morris Bridge Road) shall be made on a per-trip basis, at the rate of \$576.57 per trip (\$5,000,000/8,672 Phase 1 peak hour trips), payable at the same time as transportation impact fees through the permitting of Phase 1 entitlements until the total \$5,000,000 is paid to the County, but in any event prior to December 31, 2019. Once the total aggregate contribution of all the SR 54 Right-of-Way funds being paid to the County equals \$5,000,000 no additional SR 54 Right-of-Ways payments shall be required for any remaining Phase 1 entitlements. No bond or other form of financial assurance is required for this mitigation item. The payment of the Phase 1 SR 54 Right-of-Way fund is in addition to any transportation impact fees that may be required.
12. With respect to the Phase 1 CR 54 pipeline #6 project, the County will be responsible for all design and permit approvals and right-of-way acquisition (this cost already has been deducted from the pipeline credit amount to Wiregrass DRI, which is obligated for construction costs, only, as to this pipeline project). Wiregrass DRI will be required to commence construction of this project by 10/01/17 or 6 months following acquisition of

all right-of-way and design/permit approvals by the County, whichever is later. Letter of credit, bond, or other form of financial assurance shall be provided prior to March 31, 2014. This paragraph and the CR 54 obligations may be modified within the Development Agreement.

13. The Park & Ride Facility (item #11) for Phase 1 may be located by the Applicant/Owner within any of the following DRI parcels C4, S3A, O2, M11, C5, C6, C7, O3, along SR 581 or SR 56 subject to the requirements of paragraph 5 and subject to the approval of PCPT and the County Growth Management Administrator. The facility shall consist of 150 parking spaces to be designed, permitted and constructed by Applicant/Owner, or its designee. The facility must have reasonable access to SR 581, but need not directly abut SR 581. Fee simple ownership and use of the land containing the facility may remain titled in owner or its designee, and a permanent, non-exclusive easement agreement for use of the 150 park-and-ride spaces, in favor of the County or its designated agency, shall suffice for dedication or provision of said facility as the required mitigation pipeline contemplated herein. The Park and Ride Facility shall also be made available to the Hillsborough Regional Transit Authority (HARTline), including, but not limited to, for HARTline routes 51X (the New Tampa/Pasco Express Route) and 52LX (the U.A.T.C./New Tampa/Pasco Limited Express Route).
14. To the extent funds from other sources become available in the County's Capital Improvement Program as a result of the commitment to construct the C.R. 54 widening project (project #6), the County may utilize such funds for improvements to I-75. The County may also utilize Phase 2 or Phase 3 proportionate share funds for improvements to I-75.
15. The DA shall incorporate the foregoing terms and conditions, and shall be materially consistent with this Exhibit I, and the related terms of the DO.
16. Subject to separate approval by the County Administrator or the BOCC, land use exchanges that convert a non-Limited Exemption use to a qualifying Limited Exemption use per section 402.7 of the County Land Development Code may be granted proportionate share credit in addition to the proportionate share credits approved in Exhibit I. If such separate approval is granted, the proportionate share credit to the Master Developer shall be calculated by the formula identified below in addition to what has been allowed and shown on page 1 of Exhibit I. The separate approval may be granted by a concurrency certificate approved by the County Administrator or BOCC and shall not require an amendment to the Development Order. The determination of net trips shall be determined on a case-by-case basis using the following procedure:
 - a. Use the trip generation numbers in the LUEM to determine the equivalent gross trips.
 - b. Subtract 17.3% of the trips (for internal capture based upon the DRI average internal capture rate shown on Table 21-6C of the DRI ADA.
 - c. If the land use requested is retail, subtract an additional 7.7% of the trips (for pass-by trips).
 - d. Determine the resultant net trips.
 - e. Divide the net trips by 15,604 and multiply this percentage times the prop share of \$382,511,316.

The foregoing paragraph shall also apply to the Attractions and Recreation Facilities ("ARF") if that facility is determined to qualify as a Limited Exemption per Section 402.7

of the Land Development Code or the BOCC modifies Section 402.7 to include a Attractions and Recreation Facilities ("ARF").

**Net PM Peak Hour Trips of the
land use(s) to be converted**

15,604 trips

X

**Total Phase 3 Gross
Proportionate Share**

=

**Additional Proportionate
Share Credit**

Example: Convert 400 mf units (238 net pm peak hour trips) to 168,000 s.f of office

Step 1: 400 mf units * .62 = 248 gross trips

Step 2: 248 trips – 43 trips = 205 trips

Step 3: Conversion is not to retail, so skip pass by reduction of 7.7%

Step 4: 205 Net trips

Step 5 : See formula below

205 trips

X

\$382,511,316

=

\$5,025,302 credit

15,604 trips

EXHIBIT J

WIREGRASS RANCH DRI NO. 260

SITE ACCESS/INTERSECTIONS

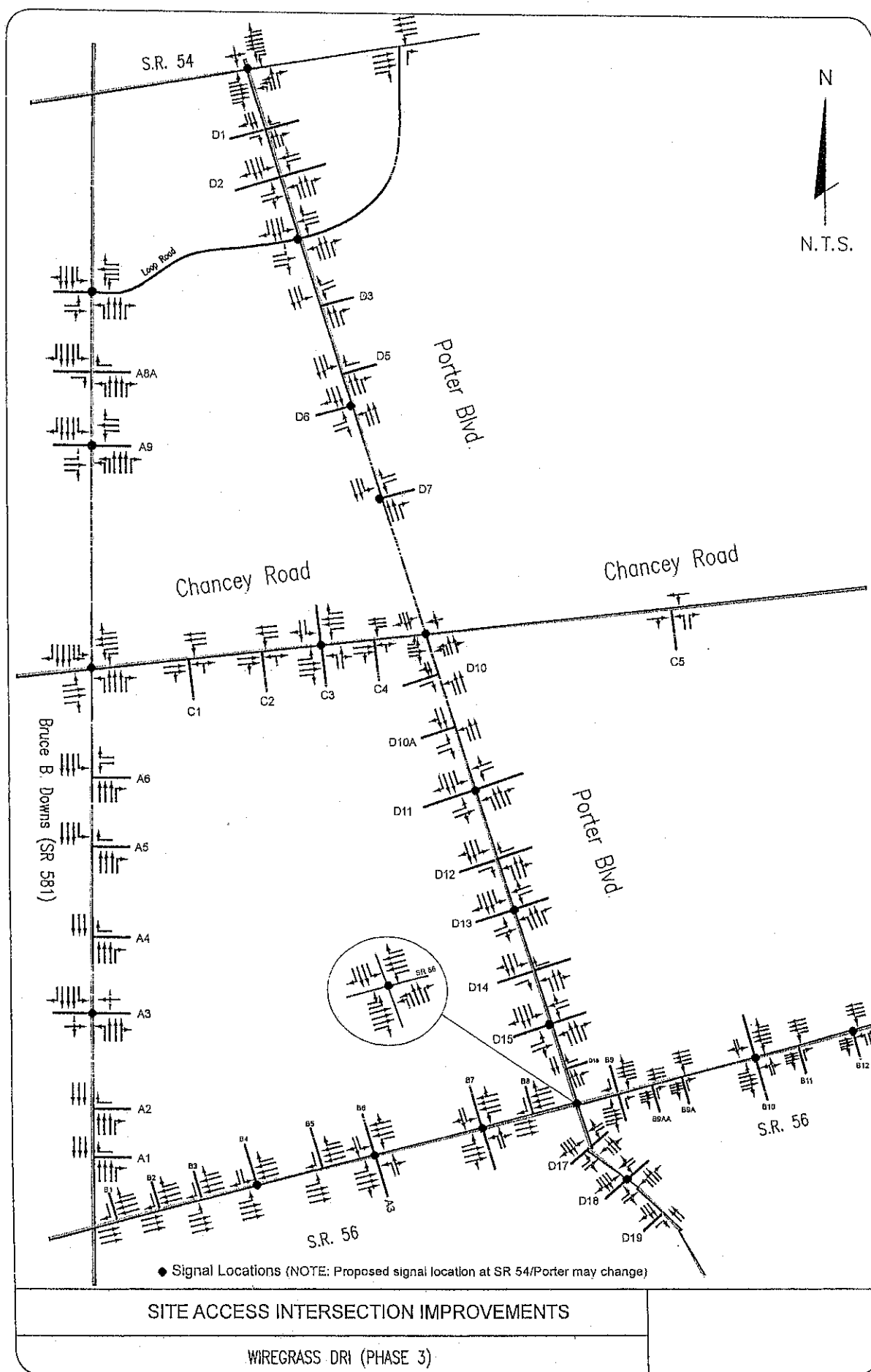


EXHIBIT J

SCALE: 1" = 1,000'

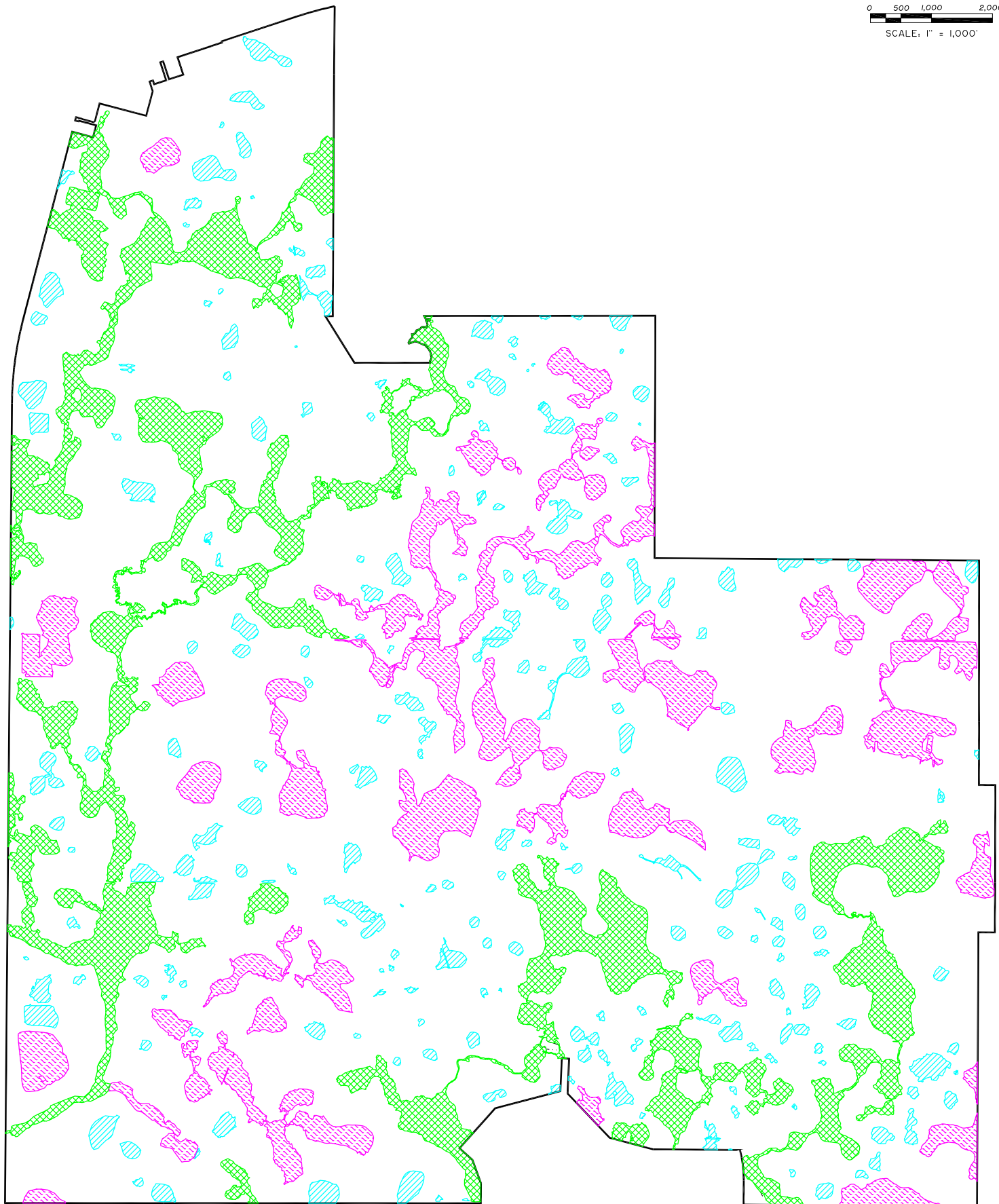
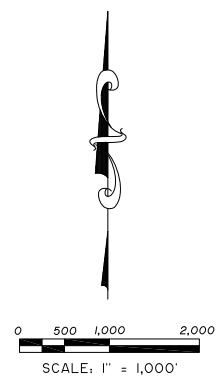
CONCEPTUAL									
Phase	Sub-Phase	Access Point	Access Point	Access Point	Access Point	Access Point	Access Point	Access Point	Access Point
1	1.1	1.1.1	1.1.2	1.1.3	1.1.4	1.1.5	1.1.6	1.1.7	1.1.8
1	1.2	1.2.1	1.2.2	1.2.3	1.2.4	1.2.5	1.2.6	1.2.7	1.2.8
1	1.3	1.3.1	1.3.2	1.3.3	1.3.4	1.3.5	1.3.6	1.3.7	1.3.8
1	1.4	1.4.1	1.4.2	1.4.3	1.4.4	1.4.5	1.4.6	1.4.7	1.4.8
1	1.5	1.5.1	1.5.2	1.5.3	1.5.4	1.5.5	1.5.6	1.5.7	1.5.8
1	1.6	1.6.1	1.6.2	1.6.3	1.6.4	1.6.5	1.6.6	1.6.7	1.6.8
1	1.7	1.7.1	1.7.2	1.7.3	1.7.4	1.7.5	1.7.6	1.7.7	1.7.8
1	1.8	1.8.1	1.8.2	1.8.3	1.8.4	1.8.5	1.8.6	1.8.7	1.8.8
1	1.9	1.9.1	1.9.2	1.9.3	1.9.4	1.9.5	1.9.6	1.9.7	1.9.8
1	1.10	1.10.1	1.10.2	1.10.3	1.10.4	1.10.5	1.10.6	1.10.7	1.10.8
1	1.11	1.11.1	1.11.2	1.11.3	1.11.4	1.11.5	1.11.6	1.11.7	1.11.8
1	1.12	1.12.1	1.12.2	1.12.3	1.12.4	1.12.5	1.12.6	1.12.7	1.12.8
1	1.13	1.13.1	1.13.2	1.13.3	1.13.4	1.13.5	1.13.6	1.13.7	1.13.8
1	1.14	1.14.1	1.14.2	1.14.3	1.14.4	1.14.5	1.14.6	1.14.7	1.14.8
1	1.15	1.15.1	1.15.2	1.15.3	1.15.4	1.15.5	1.15.6	1.15.7	1.15.8
1	1.16	1.16.1	1.16.2	1.16.3	1.16.4	1.16.5	1.16.6	1.16.7	1.16.8
1	1.17	1.17.1	1.17.2	1.17.3	1.17.4	1.17.5	1.17.6	1.17.7	1.17.8
1	1.18	1.18.1	1.18.2	1.18.3	1.18.4	1.18.5	1.18.6	1.18.7	1.18.8
1	1.19	1.19.1	1.19.2	1.19.3	1.19.4	1.19.5	1.19.6	1.19.7	1.19.8
1	1.20	1.20.1	1.20.2	1.20.3	1.20.4	1.20.5	1.20.6	1.20.7	1.20.8
1	1.21	1.21.1	1.21.2	1.21.3	1.21.4	1.21.5	1.21.6	1.21.7	1.21.8
1	1.22	1.22.1	1.22.2	1.22.3	1.22.4	1.22.5	1.22.6	1.22.7	1.22.8
1	1.23	1.23.1	1.23.2	1.23.3	1.23.4	1.23.5	1.23.6	1.23.7	1.23.8
1	1.24	1.24.1	1.24.2	1.24.3	1.24.4	1.24.5	1.24.6	1.24.7	1.24.8
1	1.25	1.25.1	1.25.2	1.25.3	1.25.4	1.25.5	1.25.6	1.25.7	1.25.8
1	1.26	1.26.1	1.26.2	1.26.3	1.26.4	1.26.5	1.26.6	1.26.7	1.26.8
1	1.27	1.27.1	1.27.2	1.27.3	1.27.4	1.27.5	1.27.6	1.27.7	1.27.8
1	1.28	1.28.1	1.28.2	1.28.3	1.28.4	1.28.5	1.28.6	1.28.7	1.28.8
1	1.29	1.29.1	1.29.2	1.29.3	1.29.4	1.29.5	1.29.6	1.29.7	1.29.8
1	1.30	1.30.1	1.30.2	1.30.3	1.30.4	1.30.5	1.30.6	1.30.7	1.30.8
1	1.31	1.31.1	1.31.2	1.31.3	1.31.4	1.31.5	1.31.6	1.31.7	1.31.8
1	1.32	1.32.1	1.32.2	1.32.3	1.32.4	1.32.5	1.32.6	1.32.7	1.32.8
1	1.33	1.33.1	1.33.2	1.33.3	1.33.4	1.33.5	1.33.6	1.33.7	1.33.8
1	1.34	1.34.1	1.34.2	1.34.3	1.34.4	1.34.5	1.34.6	1.34.7	1.34.8
1	1.35	1.35.1	1.35.2	1.35.3	1.35.4	1.35.5	1.35.6	1.35.7	1.35.8
1	1.36	1.36.1	1.36.2	1.36.3	1.36.4	1.36.5	1.36.6	1.36.7	1.36.8
1	1.37	1.37.1	1.37.2	1.37.3	1.37.4	1.37.5	1.37.6	1.37.7	1.37.8
1	1.38	1.38.1	1.38.2	1.38.3	1.38.4	1.38.5	1.38.6	1.38.7	1.38.8
1	1.39	1.39.1	1.39.2	1.39.3	1.39.4	1.39.5	1.39.6	1.39.7	1.39.8
1	1.40	1.40.1	1.40.2	1.40.3	1.40.4	1.40.5	1.40.6	1.40.7	1.40.8
1	1.41	1.41.1	1.41.2	1.41.3	1.41.4	1.41.5	1.41.6	1.41.7	1.41.8
1	1.42	1.42.1	1.42.2	1.42.3	1.42.4	1.42.5	1.42.6	1.42.7	1.42.8
1	1.43	1.43.1	1.43.2	1.43.3	1.43.4	1.43.5	1.43.6	1.43.7	1.43.8
1	1.44	1.44.1	1.44.2	1.44.3	1.44.4	1.44.5	1.44.6	1.44.7	1.44.8
1	1.45	1.45.1	1.45.2	1.45.3	1.45.4	1.45.5	1.45.6	1.45.7	1.45.8
1	1.46	1.46.1	1.46.2	1.46.3	1.46.4	1.46.5	1.46.6	1.46.7	1.46.8
1	1.47	1.47.1	1.47.2	1.47.3	1.47.4	1.47.5	1.47.6	1.47.7	1.47.8
1	1.48	1.48.1	1.48.2	1.48.3	1.48.4	1.48.5	1.48.6	1.48.7	1.48.8
1	1.49	1.49.1	1.49.2	1.49.3	1.49.4	1.49.5	1.49.6	1.49.7	1.49.8
1	1.50	1.50.1	1.50.2	1.50.3	1.50.4	1.50.5	1.50.6	1.50.7	1.50.8
1	1.51	1.51.1	1.51.2	1.51.3	1.51.4	1.51.5	1.51.6	1.51.7	1.51.8
1	1.52	1.52.1	1.52.2	1.52.3	1.52.4	1.52.5	1.52.6	1.52.7	1.52.8
1	1.53	1.53.1	1.53.2	1.53.3	1.53.4	1.53.5	1.53.6	1.53.7	1.53.8
1	1.54	1.54.1	1.54.2	1.54.3	1.54.4	1.54.5	1.54.6	1.54.7	1.54.8
1	1.55	1.55.1	1.55.2	1.55.3	1.55.4	1.55.5	1.55.6	1.55.7	1.55.8
1	1.56	1.56.1	1.56.2	1.56.3	1.56.4	1.56.5	1.56.6	1.56.7	1.56.8
1	1.57	1.57.1	1.57.2	1.57.3	1.57.4	1.57.5	1.57.6	1.57.7	1.57.8
1	1.58	1.58.1	1.58.2	1.58.3	1.58.4	1.58.5	1.58.6	1.58.7	1.58.8
1	1.59	1.59.1	1.59.2	1.59.3	1.59.4	1.59.5	1.59.6	1.59.7	1.59.8
1	1.60	1.60.1	1.60.2	1.60.3	1.60.4	1.60.5	1.60.6	1.60.7	1.60.8
1	1.61	1.61.1	1.61.2	1.61.3	1.61.4	1.61.5	1.61.6	1.61.7	1.61.8
1	1.62	1.62.1	1.62.2	1.62.3	1.62.4	1.62.5	1.62.6	1.62.7	1.62.8
1	1.63	1.63.1	1.63.2	1.63.3	1.63.4	1.63.5	1.63.6	1.63.7	1.63.8
1	1.64	1.64.1	1.64.2	1.64.3	1.64.4	1.64.5	1.64.6	1.64.7	1.64.8
1	1.65	1.65.1	1.65.2	1.65.3	1.65.4	1.65.5	1.65.6	1.65.7	1.65.8
1	1.66	1.66.1	1.66.2	1.66.3	1.66.4	1.66.5	1.66.6	1.66.7	1.66.8
1	1.67	1.67.1	1.67.2	1.67.3	1.67.4	1.67.5	1.67.6	1.67.7	1.67.8
1	1.68	1.68.1	1.68.2	1.68.3	1.68.4	1.68.5	1.68.6	1.68.7	1.68.8
1	1.69	1.69.1	1.69.2	1.69.3	1.69.4	1.69.5	1.69.6	1.69.7	1.69.8
1	1.70	1.70.1	1.70.2	1.70.3	1.70.4	1.70.5	1.70.6	1.70.7	1.70.8
1	1.71	1.71.1	1.71.2	1.71.3	1.71.4	1.71.5	1.71.6	1.71.7	1.71.8
1	1.72	1.72.1	1.72.2	1.72.3	1.72.4	1.72.5	1.72.6	1.72.7	1.72.8
1	1.73	1.73.1	1.73.2	1.73.3	1.73.4	1.73.5	1.73.6	1.73.7	1.73.8
1	1.74	1.74.1	1.74.2	1.74.3	1.74.4	1.74.5	1.74.6	1.74.7	1.74.8
1	1.75	1.75.1	1.75.2	1.75.3	1.75.4	1.75.5	1.75.6	1.75.7	1.75.8
1	1.76	1.76.1	1.76.2	1.76.3	1.76.4	1.76.5	1.76.6	1.76.7	1.76.8
1	1.77	1.77.1	1.77.2	1.77.3	1.77.4	1.77.5	1.77.6	1.77.7	1.77.8
1	1.78	1.78.1	1.78.2	1.78.3	1.78.4	1.78.5	1.78.6	1.78.7	1.78.8
1	1.79	1.79.1	1.79.2	1.79.3	1.79.4	1.79.5	1.79.6	1.79.7	1.79.8
1	1.80	1.80.1	1.80.2	1.80.3	1.80.4	1.80.5	1.80.6	1.80.7	1.80.8
1	1.81	1.81.1	1.81.2	1.81.3	1.81.4	1.81.5	1.81.6	1.81.7	1.81.8
1	1.82	1.82.1	1.82.2	1.82.3	1.82.4	1.82.5	1.82.6	1.82.7	1.82.8
1	1.83	1.83.1	1.83.2	1.83.3	1.83.4	1.83.5	1.83.6	1.83.7	1.83.8
1	1.84	1.84.1	1.84.2	1.84.3	1.84.4	1.84.5	1.84.6	1.84.7	1.84.8
1	1.85	1.85.1	1.85.2	1.85.3	1.85.4	1.85.5	1.85.6	1.85.7	1.85.8
1	1.86	1.86.1	1.86.2	1.86.3	1.86.4	1.86.5	1.86.6	1.86.7	1.86.8
1	1.87	1.87.1	1.87.2	1.87.3	1.87.4	1.87.5	1.87.6	1.87.7	1.87.8
1	1.88	1.88.1	1.88.2	1.88.3	1.88.4	1.88.5	1.88.6	1.88.7	1.88.8
1	1.89	1.89.1	1.89.2	1.89.3	1.89.4	1.89.5	1.89.6	1.89.7	1.89.8
1	1.90	1.90.1	1.90.2	1.90.3	1.90.4	1.90.5	1.90.6	1.90.7	1.90.8
1	1.91	1.91.1	1.91.2	1.91.3	1.91.4	1.91.5	1.91.6	1.91.7	1.91.8
1	1.92	1.92.1	1.92.2	1.92.3	1.92.4	1.92.5	1.92.6	1.92.7	1.92.8
1	1.93	1.93.1	1.93.2	1.93.3	1.93.4	1.93.5	1.93.6	1.93.7	1.93.8
1	1.94	1.94.1	1.94.2	1.94.3	1.94.4	1.94.5	1.94.6	1.94.7	1.94.8
1	1.95	1.95.1	1.95.2	1.95.3	1.95.4	1.95.5	1.95.6	1.95.7	1.95.8
1	1.96	1.96.1	1.96.2	1.96.3	1.96.4	1.96.5	1.96.6	1.96.7	1.96.8
1	1.97	1.97.1	1.97.2	1.97.3	1.97.4	1.97.5	1.97.6	1.97.7	1.97.8
1	1.98	1.98.1	1.98.2	1.98.3	1.98.4	1.98.5	1.98.6	1.98.7	1.98.8
1	1.99	1.99.1	1.99.2	1.99.3	1.99.4	1.99.5	1.99.6	1.99.7	1.99.8
1	1.100	1.100.1	1.100.2	1.100.3	1.100.4	1.100.5	1.100.6	1.100.7	1.100.8

Phase	Phase 1		Phase 2	Phase 3
	Sub-Phase 1	Sub-Phase 2		
Phase 1	1.000	2.000	1.000.000	1.000.000
Phase 2	1.000	2.000	1.000.000	1.000.000
Phase 3	1.000	2.000	1.000.000	1.000.000
Phase 4	1.000	2.000	1.000.000	1.000.000
Phase 5	1.000	2.000	1.000.000	1.000.000
Phase 6	1.000	2.000	1.000.000	1.000.000
Phase 7	1.000	2.000	1.000.000	1.000.000
Phase 8	1.000	2.000	1.000.000	1.000.000
Phase 9	1.000	2.000	1.000.000	1.000.000
Phase 10	1.000	2.000	1.000.000	1.000.000
Phase 11	1.000	2.000	1.000.000	1.000.000
Phase 12	1.000	2.000	1.000.000	1.000.000
Phase 13	1.000	2.000	1.000.000	1.000.000
Phase 14	1.000	2.000	1.000.000	1.000.000
Phase 15	1.000	2.000	1.000.000	1.000.000
Phase 16	1.000	2.000	1.000.000	1.000.000
Phase 17	1.000	2.000	1.000.000	1.000.000
Phase 18	1.000	2.000	1.000.000	1.000.000
Phase 19	1.000	2.000	1.000.000	1.000.000
Phase 20	1.000	2.000	1.000.000	1.000.000
Phase 21	1.000	2.000	1.000.000	1.000.000
Phase 22	1.000	2.000	1.000.000	1.000.000
Phase 23	1.000	2.000	1.000.000	1.000.000
Phase 24	1.000	2.000	1.000.000	1.000.000
Phase 25	1.000	2.000	1.000.000	1.000.000
Phase 26	1.000	2.000	1.000.000	1.000.000
Phase 27	1.000	2.000	1.000.000	1.000.000
Phase 28	1.000	2.000	1.000.000	1.000.000
Phase 29	1.000	2.000	1.000.000	1.000.000
Phase 30	1.000	2.000	1.000.000	1.000.000
Phase 31	1.000	2.000	1.000.000	1.000.000
Phase 32	1.000	2.000	1.000.000	1.000.000
Phase 33	1.000	2.000	1.000.000	1.000.000
Phase 34	1.000	2.000	1.000.000	1.000.000
Phase 35	1.000	2.000	1.000.000	1.000.000
Phase 36	1.000	2.000	1.000.000	1.000.000
Phase 37	1.000	2.000	1.000.000	1.000.000
Phase 38	1.000	2.000	1.000.000	1.000.000
Phase 39	1.000	2.000	1.000.000	1.000.000
Phase 40	1.000	2.000	1.000.000	1.000.000
Phase 41	1.000	2.000	1.000.000	1.000.000
Phase 42	1.000	2.000	1.000.000	1.000.000
Phase 43	1.000	2.000	1.000.000	1.000.000
Phase 44	1.000	2.000	1.000.000	1.000.000
Phase 45	1.000	2.000	1.000.000	1.000.000
Phase 46	1.000	2.000	1.000.000	1.000.000
Phase 47	1.000	2.000	1.000.000	1.000.000
Phase 48	1.000	2.000	1.000.000	1.000.000
Phase 49	1.000	2.000	1.000.000	1.000.000
Phase 50	1.000	2.000	1.000.000	1.000.000
Phase 51	1.000	2.000	1.000.000	1.000.000
Phase 52	1.000	2.000	1.000.000	1.000.000
Phase 53	1.000	2.000	1.000.000	1.000.000
Phase 54	1.000	2.000	1.000.000	1.000.000
Phase 55	1.000	2.000	1.000.000	1.000.000
Phase 56	1.000	2.000	1.000.000	1.000.000
Phase 57	1.000	2.000	1.000.000	1.000.000
Phase 58	1.000	2.000	1.000.000	1.000.000
Phase 59	1.000	2.000	1.000.000	1.000.000
Phase 60	1.000	2.000	1.000.000	1.000.000
Phase 61	1.000	2.000	1.000.000	1.000.000
Phase 62	1.000	2.000	1.000.000	1.000.000
Phase 63	1.000	2.000	1.000.000	1.000.000
Phase 64	1.000	2.000	1.000.000	1.000.000
Phase 65	1.000	2.000	1.000.000	1.000.000
Phase 66	1.000	2.000	1.000.000	1.000.000
Phase 67	1.000	2.000	1.000.000	1.000.000
Phase 68	1.000	2.000	1.000.000	1.000.000
Phase 69	1.000	2.000	1.000.000	1.000.000
Phase 70	1.000	2.000	1.000.000	1.000.000
Phase 71	1.000	2.000	1.000.000	1.000.000
Phase 72	1.000	2.000	1.000.000	1.000.000
Phase 73	1.000	2.000	1.000.000	1.000.000
Phase 74	1.000	2.000	1.000.000	1.000.000
Phase 75	1.000	2.000	1.000.000	1.000.000
Phase 76	1.000	2.000	1.000.000	1.000.000
Phase 77	1.000	2.000	1.000.000	1.000.000
Phase 78	1.000	2.000	1.000.000	1.000.000
Phase 79	1.000	2.000	1.000.000	1.000.000
Phase 80	1.000	2.000	1.000.000	1.000.000
Phase 81	1.000	2.000	1.000.000	1.000.000
Phase 82	1.000	2.000	1.000.000	1.000.000
Phase 83	1.000	2.000	1.000.000	1.000.000
Phase 84	1.000	2.000	1.000.000	1.000.000
Phase 85	1.000	2.000	1.000.000	1.000.000
Phase 86	1.000	2.000	1.000.000	1.000.000
Phase 87	1.000	2.000	1.000.000	1.000.000
Phase 88	1.000	2.000	1.000.000	1.000.000
Phase 89	1.000	2.000	1.000.000	1.000.000
Phase 90	1.000	2.000	1.000.000	1.000.000
Phase 91	1.000	2.000	1.000.000	1.000.000
Phase 92	1.000	2.000	1.000.000	1.000.000
Phase 93	1.000	2.000	1.000.000	1.000.000
Phase 94	1.000	2.000	1.000.000	1.000.000
Phase 95	1.000	2.000	1.000.000	1.000.000
Phase 96	1.000	2.000	1.000.000	1.000.000
Phase 97	1.000	2.000	1.000.000	1.000.000
Phase 98	1.000	2.000	1.000.000	1.000.000
Phase 99	1.000	2.000	1.000.000	1.000.000
Phase 100	1.000	2.000	1.000.000	1.000.000

EXHIBIT K

WIREGRASS RANCH DRI NO. 260

WETLANDS CATEGORIZATION MAP



LEGEND

- | | |
|---|--------------|
|  | CATEGORY I |
|  | CATEGORY II |
|  | CATEGORY III |

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

EXHIBIT K
PRELIMINARY WETLAND
CATEGORY EXHIBIT
WIREGRASS
PASCO COUNTY, FLORIDA

PREPARED BY:

King
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
Engineering License #2610

				JOB NO.	
				3109-301-000	
				DATE:	
				04/03/07	
				SCALE:	
				1" = 1,000'	
				DRAWN BY:	
				BAB	
NO.	DATE	DESCRIPTION	APPROVED		

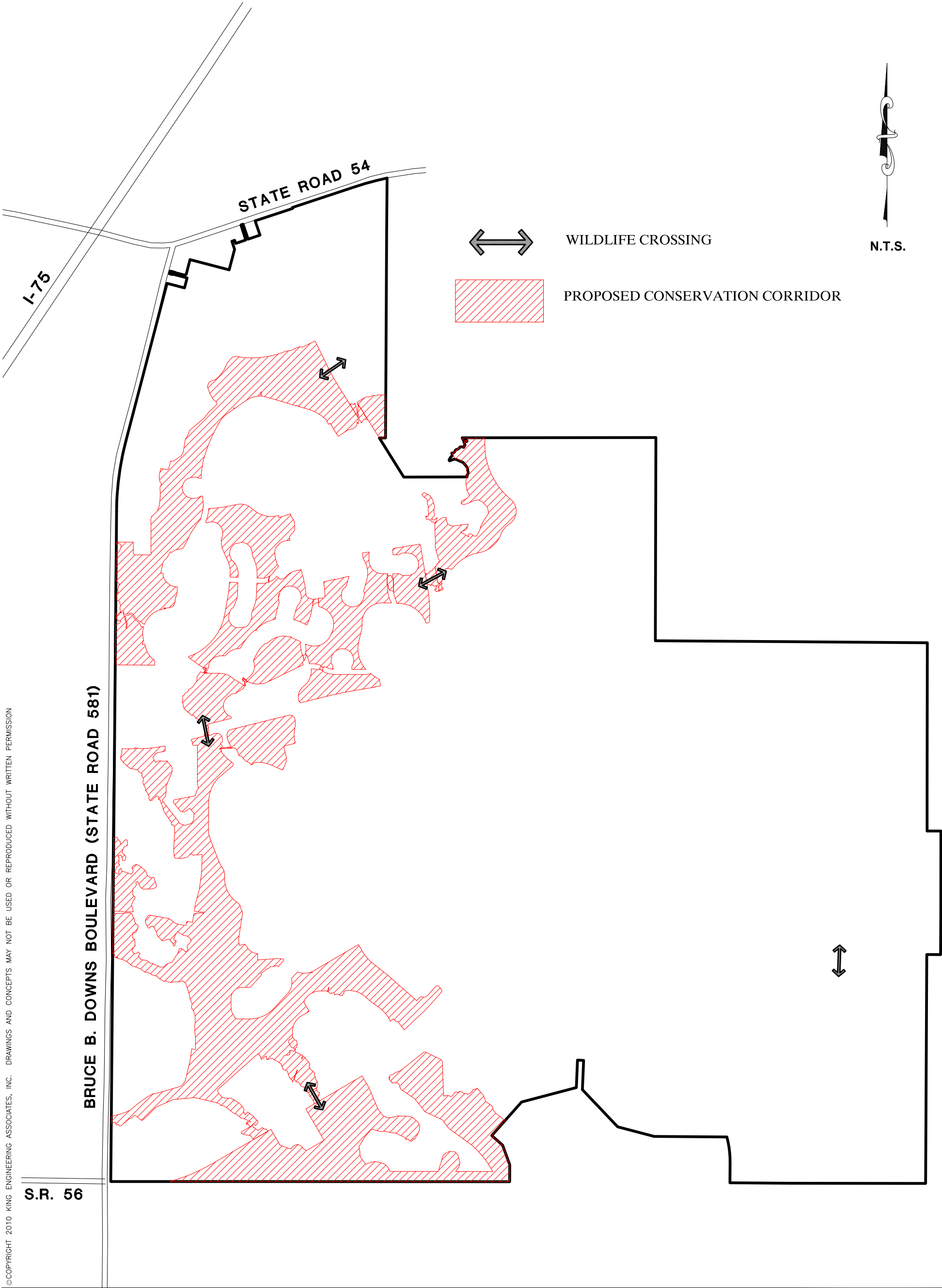
NOTE:
THIS IS A PRELIMINARY LAYOUT AND IS FOR ILLUSTRATIVE PURPOSES ONLY. THE LATEST AVAILABLE GIS DATA HAS BEEN UTILIZED, HOWEVER, KING MAKES NO GUARANTEES ON ITS ACCURACY. THE CONCEPT SHOWN IS SUBJECT TO CHANGE BASED ON FINAL ENGINEERING, FIELD SURVEY, ENVIRONMENTAL AND GOVERNMENTAL APPROVALS.

EXHIBIT L

WIREGRASS RANCH DRI NO. 260

CONSERVATION CORRIDOR

H:\PLANNING\projects\3778\001\000\Exhibits\DO\exhibit-L.dwg, July 19, 2010 10:06 AM, CCL, King Engineering Associate Inc.
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WIREGRASS DRI
PASCO COUNTY, FLORIDA

DEVELOPMENT ORDER
EXHIBIT L
CONSERVATION CORRIDOR

K
ENGINEERING

i n g
ASSOCIATES, INC.

4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
ENGINEERING LICENSE #00002610

PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

JOB NO.	3109-301-000
DATE:	06-12-07
SCALE:	N.T.S.

EXHIBIT M

WIREGRASS RANCH DRI NO. 260

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
Haydon Burns Building
605 Suwannee Street
Tallahassee, Florida

WAL-MART STORES EAST, LP,

Petitioner,

vs.

DOT CASE NO. 06-007

DEPARTMENT OF TRANSPORTATION,

Respondent,

STIPULATION OF SETTLEMENT

Petitioner, WAL-MART STORES EAST, LP, (hereinafter WAL-MART), and Respondent, DEPARTMENT OF TRANSPORTATION (hereinafter DEPARTMENT), together with GOODMAN PROPERTIES, INC. (hereinafter GOODMAN), WIREGRASS RANCH, INC. (hereinafter WIREGRASS), and the BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA (hereinafter COUNTY) hereby enter into a Stipulation of Settlement for the purpose of resolving the issues raised in the above-captioned proceeding.

WHEREAS, the DEPARTMENT, on January 18, 2006, sent a Proposed State Highway Access Driveway/Connection Notice of Intent to Deny Permit for application number 05-A-789-0088 to WAL-MART regarding WAL-MART's application for a driveway connection located at State Road 54 and Porter Boulevard in Pasco County, Florida; and

WHEREAS, Application number 05-A-789-0088 sought approval by WAL-MART to install a full median opening with a traffic signal at the intersection of State Road 54 and Porter Boulevard (the SR 54/Porter Boulevard Signalized Median Opening) in connection with the construction of a WAL-MART and Supercenter pursuant to DRC approval by the COUNTY; and

WHEREAS, WAL-MART filed a Petition for Formal Administrative Hearing on February 10, 2006, to contest the DEPARTMENT's Notice of Intent to Deny Permit; and

WHEREAS, through subsequent negotiations on April 26, 2006, the DEPARTMENT WAL-MART, and the substantially interested parties GOODMAN, WIREGRASS and COUNTY, agreed to the following as an amicable resolution to this case;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES:

1. Upon approval of this Stipulation of Settlement by Final Order entered by the DEPARTMENT, the aforesaid Proposed State Highway Access Driveway/Connection Notice to Deny Permit for Application number 05-A-789-0088 shall be deemed vacated and of no further force and effect. The DEPARTMENT hereby approves those certain roadway improvements described in Composite Exhibit A hereto (the "Roadway Improvements), which are to be installed by WAL-MART.

2. WAL-MART's engineers shall submit to the DEPARTMENT sufficiently detailed construction plans for the Roadway Improvements, along with the appropriate DEPARTMENT application, which the DEPARTMENT shall review in accordance with the procedures and timeframes set forth in DEPARTMENT regulations, to determine if said construction plans are consistent with Exhibit A and if the construction plans meet

DEPARTMENT design approval. WAL-MART's engineers will review any comments issued by the DEPARTMENT as to said construction plans and will make any revisions necessary to bring said plans into compliance with Exhibit A and to meet DEPARTMENT design regulations. Within thirty (30) days after receipt of revised construction plans from WAL-MART, and upon DEPARTMENT approval, the DEPARTMENT shall issue a notice of intent (the Roadway Improvements NOI) to issue a permit for construction of the Roadway Improvements, and, within thirty (30) days after issuance of the Roadway Improvements NOI, which permit will authorize WAL-MART to install the Roadway Improvements.

3. Subsequent to entry of the Final Order approving this Stipulation of Settlement, the DEPARTMENT, WAL-MART, GOODMAN and WIREGRASS will engage in a traffic simulation analysis to be funded by the DEPARTMENT to determine the potential impact of future development by the parties on the SR 54 corridor between the I-75 interchange and the entrance to the Saddlebrook development (hereinafter "SR 54 Corridor"). The SR 54 traffic simulation analysis will be conducted in accordance with the Scope of Services – SR 54 Traffic Simulation Analysis – Pasco County ("Scope of Services"), a copy of which is attached hereto as Exhibit "B." The SR 54 traffic simulation analysis will include an analysis of future traffic operations using a traffic microsimulation tool such as CORSIM or SIM TRAFFIC. The parties shall agree upon which traffic microsimulation tool shall be used. While COUNTY will not participate in the SR 54 traffic simulation analysis, a copy of the completed analysis will be forwarded to the COUNTY.

4. It is the intent of the parties that the SR 54 traffic simulation analysis will be a collaborative effort by the DEPARTMENT, WAL-MART, GOODMAN and WIREGRASS.

All such parties will have approval authority of the data input and methodology for the analysis and agree to be obligated by the results of the analysis. All data necessary for the analysis shall be delivered to the **DEPARTMENT** in a reasonable time not to exceed 90 days from entry of the Final Order approving this Stipulation of Settlement. It is anticipated that the analysis will be completed within 90 days of the approval of the input data and methodologies by all parties. No party shall unreasonably delay completion of the SR 54 traffic simulation analysis.

5. The parties understand and agree that the SR 54 traffic simulation analysis will determine whether the SR 54 Corridor will fail the Level of Service standard at some point in the future at the SR 54/Porter Boulevard Signalized Median Opening. This determination will be made pursuant to the Scope of Services based upon all projected development traffic for which specific approval is requested in the Wiregrass Ranch Development of Regional Impact/Application for Development Approval ("Wiregrass Ranch DRI/ADA") including the WAL-MART and GOODMAN properties and background traffic projections which will be developed as part of the SR 54 traffic simulation analysis using the latest version of the Tampa Bay Regional Planning Model (TBRPM 5.1) refined to include socioeconomic data reflective of known proposed projects/developments in the area of the SR 54/Porter Boulevard Signalized Median Opening. In addition, based upon the DRI traffic study projections for each specific-approved phase of the Wiregrass Ranch DRI/ADA, the SR 54 traffic simulation analysis will determine: i) if the traffic signal at the SR54/Porter Boulevard Signalized Median Opening may need to be relocated east at some point in the future to the intersection of SR 54 and the SR 54 / SR 581 connector loop road as generally depicted on Map H of the Wiregrass Ranch DRI/ADA attached hereto as Exhibit "C" (the SR 54/Loop Road Intersection); and ii) if so, when such

relocation should be expected to occur based upon the current buildout projections for the Wiregrass Ranch DRI/ADA and other background traffic in the area, and iii) the relocation of the traffic signal to the SR54/Loop Road Intersection shall occur at the approximate year, if any, that unacceptable levels of service, including above average crashes, backing up and interfering with SR 54/SR 581 intersection, will occur along the SR 54 Corridor that may be attributable to the SR 54/Porter Road Signalized Median Opening and its relative proximity to SR 581 and I- 75, as determined by the analysis performed pursuant to the Scope of Services (the "Target Date").

6. No later than twelve (12) months prior to the Target Date, WAL-MART, GOODMAN or WIREGRASS may provide the DEPARTMENT with updated data and analysis reflecting actual conditions then existing in the SR 54 Corridor indicating that the Target Date will not occur as projected by the SR 54 Traffic Simulation Analysis performed pursuant to the Scope of Services. Such updated analysis may include, without limitation, the following:

- A. Traffic counts at the SR 54/Porter Boulevard Signalized Median Opening;
- B. Traffic counts at other locations along the SR 54 Corridor;
- C. Information concerning roadway improvements not previously included in the SR 54 Traffic Simulation Analysis;
- D. Data indicating that the increase in background traffic in the SR 54 Corridor has not occurred as projected; and
- E. Any DRI buildout modification for the Wiregrass Ranch DRI (if approved).

Upon the receipt of such data and analysis, the DEPARTMENT shall be required to conduct a single new SR 54 traffic simulation analysis for the SR 54 Corridor to determine

whether the signal at the SR 54/Porter Boulevard Signalized Median Opening should be relocated to the SR 54/Loop Road Intersection and, if appropriate, a new Target Date. The inputs and methodologies for this updated analysis shall be agreed to by the requestor(s) and the DEPARTMENT. It is the intent of the parties that WAL-MART, GOODMAN or WIREGRASS can submit the above mentioned data, individually or jointly and upon receipt of final data by the three parties the Department will be required to conduct only one new SR 54 traffic simulation analysis.

7. If the traffic signal at the Signalized Median Opening is relocated: i) the cost of relocating the signal, to the SR 54/Loop Road Intersection, and related necessary intersection improvements, shall be borne 50% by WAL-MART and 50% by GOODMAN. It is the intent of GOODMAN and WIREGRASS that GOODMAN will be assigning its share of the potential relocation cost to the entity being established to construct and own the internal Wiregrass Ranch roads and infrastructure (the "Road Club"); ii) the SR 54 / Porter Boulevard intersection shall become a restrictive directional intersection with traffic movements limited to right in, right out and west bound to south turns onto Porter Boulevard from SR 54 iii) the SR 54/Loop Road Intersection shall become a full median signalized opening; iv.) all existing County deadlines, conditions and requirements relating to Porter Boulevard shall apply to the portion of the Loop Road that functions as the primary north-south road from S.R. 56 to S.R. 54, and the County may rename this portion of the Loop Road to Porter Boulevard; and v.) the County may rename existing Porter Boulevard some other name.

8. a. Pursuant to any approved DRI development order for the WIREGRASS RANCH DRI (DRI Approval), WIREGRASS shall be obligated to reserve additional right of

way for the potential realignment of Porter Boulevard and/or the Loop Road in order to maintain the primary north-south connector between SR 54 and SR 56, as generally depicted on Exhibit "C." Maintaining such primary north-south alignment will be necessary in order to have a full median opening and traffic signal at the intersection of the Loop Road (or Porter Boulevard if renamed in accordance with paragraph 7) and SR 54. If the DRI Approval occurs, **WIREGRASS** shall dedicate such additional right of way on or before the Target Date or new Target Date as determined herein, or the date set forth in the DRI Approval, whichever occurs first. **WIREGRASS** shall provide the realigned right-of-way, including any necessary land for drainage, wetland and floodplain mitigation needed for the ultimate construction of Porter Boulevard, at no cost to the County (collectively, the Realigned ROW); this obligation shall be binding upon **WIREGRASS'** successors and assigns who become owners of such Realigned ROW.

b. In addition, in the event **WIREGRASS** or any successor or assign seeks any Preliminary Development Agreement, sub-threshold DRI level of development, or other zoning, land use or development permit authorization for any portion of the land impacted by such potential future realignment of Porter Boulevard, as conceptually depicted on Exhibit "C", then such further development authorization shall include terms and conditions for such potential realignment of right-of-way as mutually acceptable to the County and **WIREGRASS**. **WIREGRASS** and/or its successors and assigns, shall provide the realigned right-of-way, including any necessary land for drainage, wetland and floodplain mitigation needed for the ultimate construction of Porter Boulevard, at no cost to the County. All other terms and conditions relating to the potential future realigned Porter Boulevard not set forth in this

Agreement shall be addressed in the conditions of the development authorization(s) for the land impacted by the potential future realignment of Porter Boulevard; this obligation shall be binding upon WIREGRASS' successors and assigns who become owners of such Realigned ROW.

9. The COUNTY agrees that this Stipulation of Settlement satisfies the following:

A. DRC Approval (a copy of which is attached as Exhibit D) – Recommendations 5; the first two sentences of 9; the first sentence of 13.

B. Rezoning Conditions (a copy of which is attached as Exhibit E) – Amended Conditions 9 and 11.

WAL-MART, GOODMAN and WIREGRASS acknowledge that the provisions of this paragraph are conditioned upon the issuance by FDOT of the Roadway Improvements NOI and construction by WAL-MART of the Roadway Improvements.

10. Each party will bear its own costs and attorneys' fees in this proceeding.

11. This Stipulation of Settlement constitutes a full and final compromise and settlement of all issues now pending herein and in any related matters, and each party agrees to release the other party from all claims, demands, and causes of action that would arise from the matters set forth in any pleading filed herein or in any related matters.

12. Each party acknowledges participation in the negotiation of the Stipulation of Settlement and agrees that no provision of this agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated, or drafted such provision.

13. The parties hereto represent and warrant that the terms of the Stipulation of Settlement were negotiated at arms length and this agreement was prepared without fraud, duress, undue influence, or coercion of any kind exerted by any of the parties upon the other, and that the execution and delivery of this Stipulation of Settlement is the free and voluntary act of each party hereto.

14. The Stipulation of Settlement is a compromise of disputed claims and causes of action, does not constitute an admission of liability by any party hereto, and shall never be treated as an admission of liability by any party hereto for any purpose.

15. The terms of this Stipulation of Settlement and the Final Order may only be modified by the PARTIES in the same manner as those documents were executed and adopted.

16. This Stipulation of Settlement hereby shall be governed by, interpreted, and construed in accordance with the laws of Florida. Nothing herein shall be construed to diminish the DEPARTMENT'S responsibility for coordinating the planning of a safe, viable, and balanced state transportation system.

17. Any failure of any party to insist upon the strict performance of any terms or provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof.

18. This document incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Stipulation of Settlement that are not contained in this document except as set forth in the Wiregrass Ranch DRJ/ADA and applicable County development approvals and development

applications. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

19. This Stipulation of Settlement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns; provided, however, the obligations of WAL-MART, GOODMAN, and WIREGRASS may be assigned to the Wiregrass Ranch DRI developer(s)-of-record or to one or more property owners associations community development districts, or other DRI-related master infrastructure entity or similar designee, and upon such assignment, the assignor shall thereafter be relieved of future benefits and obligations hereunder, and expressly waive any third-party beneficiary status. The DEPARTMENT and the COUNTY shall be notified at least 30 days prior to execution of any such assignment. Notwithstanding anything in this paragraph 19 to the contrary, any assignment of GOODMAN'S and WIREGRASS' obligations under paragraphs 7 and 8, may only be accomplished upon the consent of the COUNTY.

20. Any required notices under this Stipulation of Settlement shall be provided to:

DEPARTMENT

District VII Secretary
District VII General Counsel
Department of Transportation
11201 N. Malcom McKinley Blvd
Tampa, Florida 33612

WAL-MART

Wal-Mart Stores East, LP
Attn: David Roetto, Real Estate Manager - 8703
2001 SE 10th Street
Bentonville, AR 72716-0550

Wal-Mart Stores East, LP.
Attn: Bruce Wickline, Esq. - 8313
2001 SE 10th Street
Bentonville, AR 72716-0550

WIREGRASS

Wal-Mart Stores East, LP
Attn: J. Chris Callaway, Assistant Vice President
2001 SE 10th Street
Bentonville, AR 72716-0550

Wiregrass Ranch Inc.
Attn: James Don Porter
1515 N. Riverhills Drive
Temple Terrace, FL 33617

With a Copy to:

Joel R. Tew, Esq.
Tew Barnes & Atkinson, LLP
PO Box 5124
Clearwater, FL 33758-5124

GOODMAN

Goodman Properties, Inc.
Attn: John W. Dowd, III, Senior Vice President of
Development
777 S. Flagler Drive
Suite 1101 East Tower
West Palm Beach, Florida 33401

With a Copy to:

Goodman Properties, Inc.
Attn: Lawrence A. Silvestri, Esq.
777 S. Flagler Drive
Suite 1101 East Tower
West Palm Beach, Florida 33401

COUNTY

County Administrator
7530 Little Road, Suite 340
New Port Richey, FL 34654

County Attorney
7530 Little Road, Suite 340
New Port Richey, FL 34654

21. The parties stipulate to and request entry of a Final Order consistent herewith in DOT CASE NO. 06-007. The Final Order approving this Stipulation of Settlement shall be recorded in the public records of Pasco County, Florida. Prior to entry of a Final Order, this Stipulation of Settlement is contingent upon approval of the Secretary of the DEPARTMENT OF TRANSPORTATION or his authorized representative and the Board of County Commissioners of Pasco County, Florida. Until such approval is received, by issuance of a Final Order, no party incurs any liability or obligation whatsoever pursuant to this Stipulation of Settlement.

22. The parties acknowledge that this Stipulation of Settlement shall become final and binding upon the parties upon the occurrence of the following:

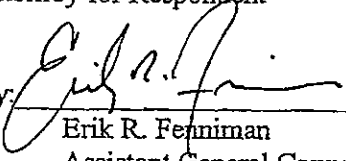
- A. Execution by WAL-MART, GOODMAN and WIREGRASS.
- B. Execution by the COUNTY after approval by the Pasco County Board of County Commissioners.
- C. Execution by the DEPARTMENT after approval by the Secretary of FDOT.

The "Effective Date" shall be the date of the last execution of this Stipulation of Settlement, as set forth in A, B and C hereinabove.

23. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

Approved as to Legal Form
~~STIPULATED AND AGREED~~ to this 6th day of December, 2006.

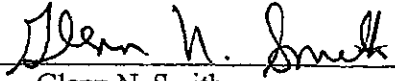
Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458
Attorney for Respondent

By: 

Erik R. Fenniman
Assistant General Counsel
Florida Bar No. 0673641

STIPULATED AND AGREED to this 22nd day of December, 2006.

Ruden, McClosky, Smith, Schuster & Russell, P.A.
200 E. Broward Boulevard, Fifteenth Floor
Post Office Box 1900
Ft. Lauderdale, Florida 33302
Attorney for Petitioner

By: 

Glenn N. Smith
Florida Bar No. 165334

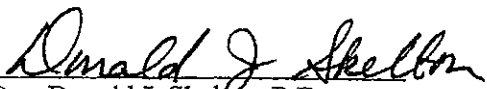
Dated: _____

Wal-Mart Stores East, LP

By: J. Chris Callaway,
Assistant Vice President

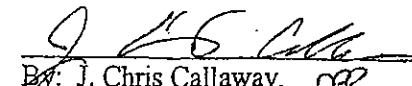
Dated: 12/21/06

Florida Department of Transportation


By: Donald J. Skelton, P.E.
District VII Secretary

Dated: 12-5-06

Wal-Mart Stores East, LP


By: J. Chris Callaway, OR
Assistant Vice President 12/4/06

Approved as to legal terms only
by BEW
WAL-MART LEGAL DEPT
Date: 12/04/2006

Dated: _____

Florida Department of Transportation

By: Donald J. Skelton, P.E.
District VII Secretary

Dated: 12/1/06

Goodman Properties, Inc.

Lawrence A. Silvestri
By: **Lawrence A. Silvestri**
Vice President

Dated: _____

Wiregrass Ranch, Inc.

By: William H. Porter, President

12/4/06

Wiregrass Ranch, Inc.

William H. Porter
By: William H. Porter, President

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA



BY: Jed Pittman BY: Ann Hildebrand
JED PITTMAN, CLERK ANN HILDEBRAND, CHAIRMAN

APPROVED

DATE: JAN 09 2007

APPROVED AS TO LEGAL FORM AND SUFFICIENCY
OFFICE OF THE COUNTY ATTORNEY

Attorney

ROADWAY IMPROVEMENTS

- (i) Construction of a second eastbound through lane on State Road 54 through the Porter Boulevard intersection to a point approximately 1200-feet east of State Road 54 - Point Pleasant Boulevard intersection; and
- (ii) Construction of a dedicated 790-foot right-turn lane on eastbound State Road 54 to Southbound Porter Boulevard; and
- (iii) Construction of a dedicated 240-foot right-turn lane eastbound State Road 54 to First Chapel Outparcel "D"; and
- (iv) Construction of 390-foot dual westbound left turn lanes on State Road 54 to southbound Porter Boulevard; and
- (v) Traffic signal construction at the State Road 54 and Porter Boulevard intersection; and
- (vi) Restriping of existing dedicated right turn lane to Point Pleasant Boulevard to a second westbound through lane on State Road 54 to provide for dual westbound through lanes on State Road 54; and
- (vii) Construction of a second westbound left turn lane at the State Road 54 and State Road 581 intersection including necessary signal modifications at State Road 54 – State Road 581 Intersection; and
- (viii) Restriping of the southbound receiving lanes on State Road 581 to receive second westbound to southbound left turn lane being added; and
- (ix) Modification of eastbound State Road 54 to southbound State Road 581 right turn lane from free flow condition to yield condition to allow second westbound State Road 54 to southbound State Road 581 left turn receiving lane; and

(x) Addition of an overlap right turn phase for northbound State Road 581 to eastbound State Road 54; and

(xi) Median improvements at the proposed State Road 581 Access Road and State Road 581 intersection including median closure if required by FDOT and Pasco County.

Financial Project No.: 416561-1-22-01
TWO #1 – SR 54 Traffic Simulation Analysis

ATTACHMENT “A”

**SCOPE OF SERVICES
PROJECT DEVELOPMENT AND ENVIRONMENT (PD&E)
STUDIES**

OPTIONAL SERVICES

TASK WORK ORDER #1

FOR

SR 54 PD&E STUDY

SR 54 TRAFFIC SIMULATION ANALYSIS

PASCO COUNTY

FINANCIAL PROJECT ID: 416561-1-22-01

EXHIBIT “B”

I. BACKGROUND AND PURPOSE

Services required of the Consultant under the Original Agreement provided for the preparation of Project Development and Environment (PD&E) Studies.

Optional Services Authorization #1 provides for the preparation of a detailed traffic simulation analysis along SR 54 of specific proposed developments (Wiregrass and Wal-Mart) and effects on the SR 54 PD&E corridor. The limits for this analysis will be on SR 54 from I-75 to Saddlebrook Way Main Entrance, in Pasco County.

II. SERVICES TO BE PROVIDED BY THE CONSULTANT

The CONSULTANT shall perform the following tasks as directed by the DEPARTMENT. The tasks below are in accordance with the standard scope (Engineering Section) and as modified below.

Data Collection

2.1 Field Review

The CONSULTANT shall conduct all anticipated meetings, field trips and presentations needed to collect engineering data and coordinate with the DEPARTMENT. It is anticipated that a maximum number of 3 field reviews, 4 meetings and 2 presentations will be required.

2.4 Existing Roadway Characteristics

The CONSULTANT shall collect information related to existing roadway conditions (number of lanes, land widths, turn lanes and storage lengths as needed for input into the analysis performed under Section 2.15.

2.6 Traffic Data

Traffic Data is to be provided by the District per the Wal-Mart Stipulation of Settlement and data collected under the Original Agreement to which this Scope of Services is an amendment. Traffic counts (two years or less) will be used for determination of the Annual Average Daily Traffic (AADT) conditions and A.M. and P.M. peak hour traffic conditions. The Consultant will supplement the available traffic counts and conduct traffic counts (A.M and P.M. Turning Movement Counts and 72 hour classification counts) for those locations where recent data is not readily available. Growth factors based on the last three years of available data will be used to bring recent counts to 2006 conditions.

In addition to counts performed in the original agreement, the CONSULTANT will furnish 8-hour manual vehicle turning movement counts (at 15-minute increments with hourly totals) for peak hours at the following intersections:

SR 54 @ I-75 West side
SR 54 @ I-75 East side

SR 54 @ SR 581
SR 54 @ Saddlebrook Way Main Entrance

The CONSULTANT will also obtain the current signal timings for the signalized intersections within the study area (3 locations – I-75 west, I-75 east, SR 581,)

The CONSULTANT will also collect traffic information in order to estimate traffic patterns for adjacent developments along the corridor that may impact the microsimulation analysis of the corridor.

2.11 Transportation Plans

The CONSULTANT shall obtain and review related to the years of the analysis:

- Development review information provided by Wiregrass and Wal-Mart developers
- Development Orders approved by the County
- County CIP and DEPARTMENT work program

2.13 Base Map

The CONSULTANT shall develop a base map showing the intersections for the purposes of documenting traffic volumes and other information that will be summarized in the related reports.

2.15 Analysis of Existing Conditions

The existing traffic occurring during the A.M. and P.M. peak hours will be evaluated for determination of the existing levels of service, delay, volume/capacity ratios, and travel speeds along SR 54 within the study limits. Prior to conducting the analysis, the traffic counts will be converted to AADTs and normalized to K100 conditions using FDOT-Approved K and D factors. Traffic conditions observed and measured in the field will be entered into a Synchro/Sim Traffic micro-simulation model. The calibration effort should show how well the model replicates existing conditions and in specific the maximum queuing at critical movements.

The results of tasks 1 and 2 will be summarized in an Existing Conditions Technical Memorandum (see 2.38).

2.18 Traffic Analysis

The current version of the Tampa Bay Regional Planning Model, Version 5.1 will be reviewed for reasonableness of the model validation year to determine the distribution and assignment of the traffic volumes compared with actual traffic counts and origin/destination travel patterns among the parallel roadways within and affecting the Study Area. The area of influence is bounded by SR 56 on the south, SR 52 to the north, US 301 to the east, and US 41 the west.

2.18.1 Adjust SE Data

A review of the socio economic data (ZDATA) files will be conducted to determine whether the projected land use densities and intensities include the more recent developments with and influencing the Study Area. At a minimum it is anticipated that the following recent DRI's in the area of influence are or will be included in the model:

<u>Approved</u>	
Seven Oaks (FKA Saddlebrook Village)	Cannon Ranch
Cypress Creek	Cypress Creek Town Center
Oakley Plaza	Wesley Chapel Lakes
Meadow Pointe	New River
Northwood	
<u>Proposed</u>	
Epperson Ranch	Pasco Town Center
Two Rivers	Wiregrass Ranch

A review of the Master Planned Unit Developments (MPUDs) by Pasco County will be conducted to ensure that their development levels are included in the future socio economic (ZDATA) data for the opening, interim, and design year (2010, 2020, and 2030). These adjustments to the socio economic data will be made based on coordination with the Tampa Bay Regional Planning Council, Pasco County, and the District. The Traffic Analysis Zones (TAZs) will be adjusted to reflect the travel patterns by refining the loadings locations (centroid connectors) of the ZDATA along and influencing the Study Area.

2.18.2 Adjust roadway network

The TBRPM road network will be reviewed and developed corresponding to the time frames for the opening year, interim year, and the design year based on the road improvements currently funded in the adopted and tentative District's Five Year Work Program, Pasco County's Capital Improvement Plan (C.I.P.), and privately funded roadways committed by the developers (i.e. SR 56 extension, Porter Boulevard, Chancey Road, Meadow Pointe Boulevard extension, and County Line Road extension).

The analysis shall also take into account the cost affordable network for the District and Pasco County; i.e. – improvements on the District's and Pasco County's long range plans which are not presently funded, but for which funding is anticipated to be obtained.

2.18.3 Develop Annual Average Daily Traffic

Based on coordination with the District, the TBRPM model volumes will be developed for the opening year, interim year, and design year conditions (2010, 2020 and 2030) as well as the years 2013 and 2016, reflective of phases II and III of the Wiregrass development¹. The TBRPM future year volumes will be reviewed for reasonableness and as necessary, will be

¹ Phases I and IV of Wiregrass DRI will be assumed to coincide with TBRPM model years 2010 and 2030.
TAL:54537:2

refined through this Sub-Area validation effort. Roadways that are not within reasonable forecast parameters will be adjusted based on the Florida Department of Transportation's (FDOT) Design Traffic Handbook and NCHRP 255 method in order to smooth the model derived volumes that are under/over forecasted by the TBRPM Model.

2.18.4 Development of DDHV's and Turning Movement Volumes

The AADT developed on the previous task will be converted to Directional Design Hourly Volumes (DDHVs) using FDOT approved K, D and T factors. A technical memorandum *SR 54 Project Traffic Forecasts* (see 2.38) will be produced, summarizing the efforts of tasks 2.18.1 through 2.18.4.

2.18.5 Development of Future Roadway and Signalization information for use in microsimulation analysis

Based upon the development conditions and future planned roadway conditions, the roadway geometry will be modeled and future intersection signalization inputs developed that will be used in the microsimulation analysis under 2.18.6

2.18.6 Conduct, Review and Validate Microsimulation Traffic Analysis

Future year traffic conditions will be evaluated using a methodology and analysis tools consistent with the Highway Capacity Manual. The operational analyses will use the calibrated micro-simulation SimTraffic or CORSIM software to evaluate the future traffic volumes for the corridor.

The analysis will assume a traffic signal at the SR 54 and Point Pleasant Blvd/proposed Porter Boulevard intersection and will identify future traffic operations for the SR 54 corridor.

2.29 Comparative Analysis and Evaluation

The analysis performed in 2.18.6 will identify the approximate year, if any, that unacceptable levels of service along the corridor will occur that may be attributable to the location of the signal at the proposed Porter Blvd and SR 54 and its relative proximity to SR 581, including the analysis of turn lane storage lengths utilizing design criteria, standards and regulations per FHWA and FDOT. If such determination is made, an alternatives traffic analysis will be prepared assuming that the signal is relocated to a location near the proposed Loop Road (per the April 2006 version of Wiregrass DRI internal roadway plan). A comparative analysis of measure of effectiveness will be performed, comparing the advantages and/or disadvantages of the SR 54/Porter Blvd and the SR 54/ Loop Road signal locations as well as additional analyses including a grade separated SR 54 and SR 581 intersection, to determine the location of signalized intersections along the SR 54 corridor study area.

2.38 Technical Documentation

The results of the analysis will be summarized in the following documents.

- 2.38.1 Analysis Methodology which will be approved by the DEPARTMENT with input and acceptance from the Wiregrass and Wal-Mart developers
- 2.38.2 Project Traffic Forecast Report that will be used for the PD&E Study developed under the original agreement.
- 2.38.3 Draft Technical Traffic Analysis Memorandum summarizing the results and documentation of the Development Review Traffic Analysis
- 2.38.4 Final Technical Traffic Analysis Memorandum

2.40 Quality Control

III. PROVISIONS FOR WORK

All services shall be performed in accordance with the governing provisions outlined in the original Contract.

IV. DEPARTMENT RESPONSIBILITIES

The DEPARTMENT will provide all services as outlined in the original Contract and subsequent Supplemental Agreements.

V. SUMMARY OF COMPENSATION

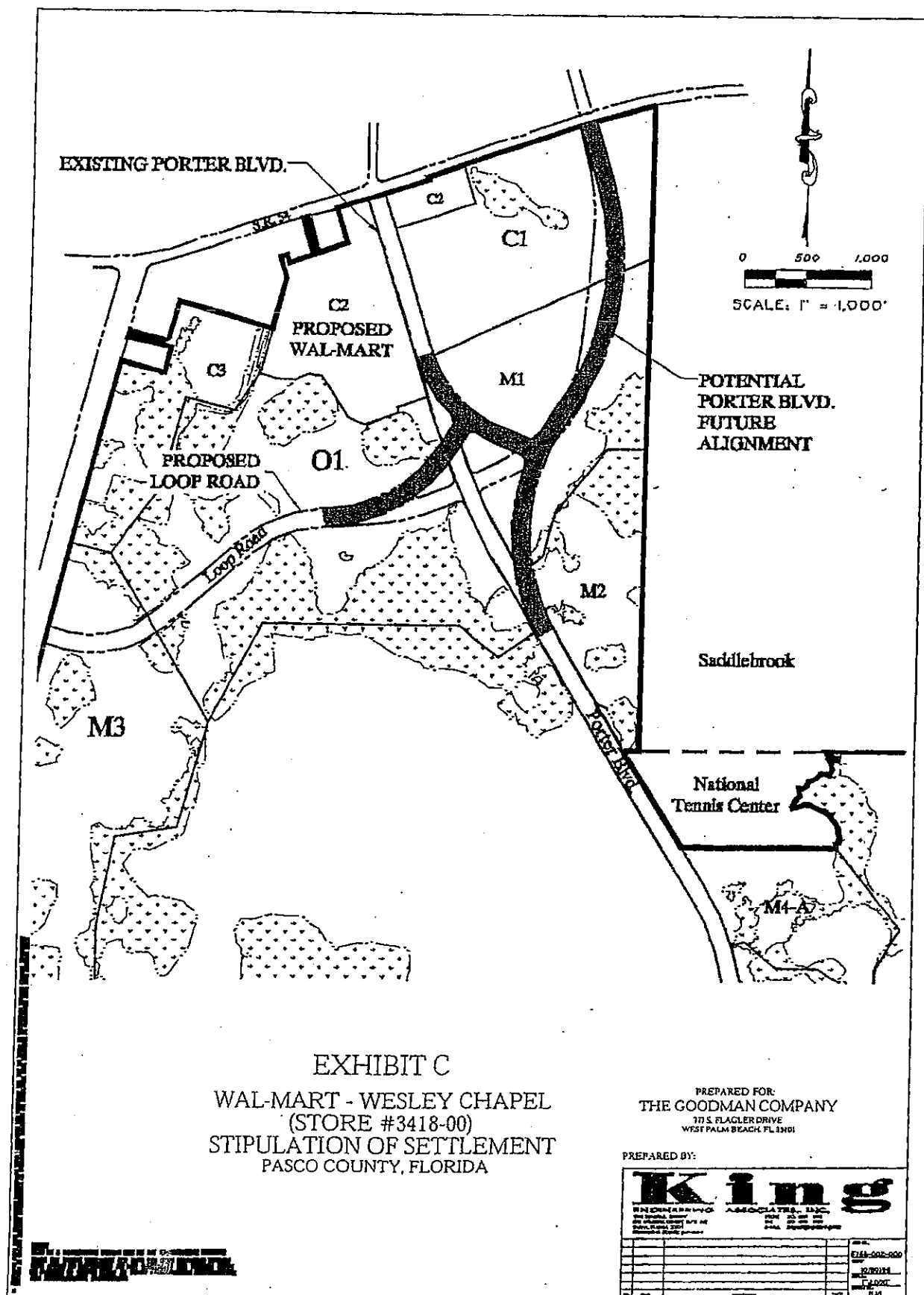
For a summary of all fees for this agreement, please refer to the attached Exhibit "B".

VI. DETAILS OF ADDED COMPENSATION

The details of added compensation will be provided with each authorized task assignment.

VII. LENGTH OF SERVICES

Services shall begin as directed by the Department's Project Manager. All traffic simulation and supporting traffic analysis shall be completed within 90 days. All other analysis done shall not be considered complete until all deliverables have been accepted by the Department..





RECEIVED

JUN 20 2005

PASCO COUNTY, FLORIDA

KIMLEY-HORN &
ASSOCIATES, INC.

DADE CITY (352) 521-4274
LAND O' LAKES (813) 929-6084
NEW PORT RICHEY (727) 847-8142
FAX (727) 847-7000

DEVELOPMENT REVIEW DIVISION
WEST PASCO GOVT. CENTER
7530 LITTLE ROAD, SUITE 230
NEW PORT RICHEY, FL 34654-5598

June 23, 2005

Wal-Mart Stores East, Inc.
2001 S.E. 10th Street
Dentonville, AR 72716

RE: Wal-Mart Wesley Chapel (Project No. IIPR05-005)

Dear Sir or Madam:

Please be advised that on June 23, 2005, the Development Review Committee (DRC) reviewed and approved the preliminary/construction plan for the above-referenced project as noted on the enclosed agenda memorandum. This approval is issued under the provisions of Section 306, Development Review Procedures, of the Land Development Code.

Also enclosed, please find the Certificate of Level of Service (LOS) Compliance for this project. Keep this for your records as it references the LOS expiration date.

The owner/developer is hereby notified that no activity shall commence on-site until both the completed notarized acknowledgment portion of the enclosed agenda memorandum and receipt for payment of Pasco County utility impact fees (if applicable) are received by the Development Review Division. Any site specific conditions listed as requiring completion prior to Site Development Permit issuance must also be completed.

The owner's/developer's acceptance of the enclosed condition(s) constitutes a notice of authorization to perform all related work as allowed by Section 306, Development Review Procedures, of the Land Development Code, but shall not include the structure, septic tanks, signs, construction within County/State right-of-way, and all other construction activities requiring separate governmental permits. Should the owner/developer object to any condition of approval as stated on the attached, a written notice of rebuttal or request for an administrative appeal shall be submitted within 30 days of the DRC's decision in accordance with Section 317, Administrative Appeals, of the Land Development Code. The owner/developer may contact this office for information regarding corresponding application and fee requirements.

Wal-Mart Stores East, Inc.
June 23, 2005

The owner/developer shall obtain a hard-copy Site Development Permit prior to commencing any activity. A stamped copy of the approved site plan shall be kept on the job site at all times. No Certificate of Occupancy shall be issued until compliance with all requirements, including building and/or site inspection finals, are completed.

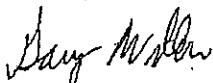
Any person failing to implement or carry out developments in accordance with all applicable requirements, conditions, or approved plans shall be subject to penalties as stated in the Development Review Procedures.

With regard to the Pasco County National Pollutant Discharge Elimination System program, information on the Florida Stormwater, Erosion and Sedimentation Control Training and Certification Program is available on the Internet at www.dep.state.fl.us/water/stormwater/npdes/index.htm.

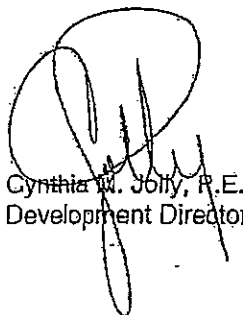
By the issuance of this permit, Pasco County, its employees and representatives, assume no responsibility and/or liability in regard to either the design, construction, or performance of the permitted facilities.

Should you have any questions, please contact this office.

Sincerely,



Gary S. Willever
Technical Specialist I



Cynthia W. Jolly, P.E.
Development Director

CMJ/GSW/ltr/walmartweschapeld/08d

Enclosures

cc: Kimley-Horn & Associates, Inc.
Suite 300
10117 Princess Palm Avenue
Tampa, FL 33610

CONDITIONAL CERTIFICATE OF LEVEL OF SERVICE COMPLIANCE

PASCO COUNTY DEVELOPMENT SERVICES BRANCH

This conditional Certificate of Level of Service (LOS) Compliance issued, pursuant to the requirements of the Pasco County Comprehensive Plan and Land Development Code, certifies that at the time of issuance this project was in compliance with the various ordinances of Pasco County regulating land development or use.

Project Name:	Wal-Mart Wesley Chapel
Project No.:	IIPR05-005
Developer's Name:	Wal-Mart Stores East, Inc.
Location:	On the south side of S.R. 54, approximately 2,000 feet east of S.R. 581, Section 07, Township 26 South, Range 20 East.
Parcel ID Nos.:	07-26-20-0000-00200-0052, 07-26-20-0000-00200-0019, 07-26-20-0000-00200-0070, and 07-26-20-0000-00200-0018
Land Use Classification:	MU (Mixed Use)
Zoning District:	C-2 General Commercial
Acreage:	36.18 Acres, m.o.l.
Number of Units:	1
Type of Units:	207,162-Square-Foot Retail Building; 10,361-Square-Foot Garden Center; and Four Out-Parcels
Traffic Impact Fee Zone:	3.
Transportation Analysis Zone:	241

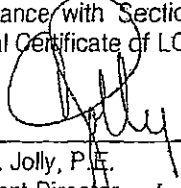
CONCURRENCY ANALYSIS:

The preliminary/construction site plan has been reviewed by the applicable County departments for compliance with the LOS requirements of the Pasco County Comprehensive Plan. Based on review of the project, the conditional Certificate of LOS is being issued.

The conditional LOS Certificate is issued with the following condition:

Utility service commitment fees shall be paid in accordance with Pasco County Code of Ordinances, Chapter 110, Articles II and IV, as amended.

In accordance with Section 402, Concurrency Management System, of the Land Development Code, the conditional Certificate of LOS shall expire on June 23, 2008.



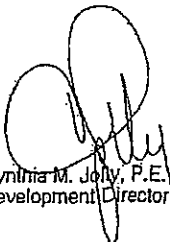
Cynthia M. Jolly, P.E.
Development Director

6/19/05

Date

PASCO COUNTY, FLORIDA
INTEROFFICE MEMORANDUM

TO: Development Review Committee DATE: 6/24/05 FILE: DR05-1808

FROM:  Cynthia M. Jolly, P.E.
Development Director

SUBJECT: Class II, Commercial Development
Review - Wal-Mart Wesley Chapel
Preliminary/Construction Site Plan
(Project No. IIPR05-005)
(Cont. from 3/24/05, 5/26/05, and
6/9/05)

REFERENCES: Land Development Code,
Section 306, Development
Review Procedures:
Comm. Dist. 2

It is recommended that the data herein presented be given formal consideration by the Development Review Committee (DRC).

Commission District:	The Honorable Pat Mulieri, Ed.D.
Project Name:	Wal-Mart Wesley Chapel
Developer's Name:	Wal-Mart Stores East, Inc.
Location:	On the south side of S.R. 54, approximately 2,000 feet east of S.R. 581, Section 07, Township 26 South, Range 20 East.
Parcel ID Nos.:	07-26-20-0000-00200-0052, 07-26-20-0000-00200-0019, 07-26-20-0000-00200-0070, and 07-26-20-0000-00200-0018
Land Use Classification:	MU (Mixed Use)
Zoning District:	C-2 General Commercial
Flood Zone:	"X"
Acreage:	36.18 Acres, m.o.l.
Number of Units:	1
Type of Units:	207,162-Square-Foot Retail Building; 10,361-Square-Foot Garden Center; and Four Out-Parcels
Water/Sewage:	Central/Central (Pasco)
Drainage:	On-Site Retention
Traffic Impact Fee Zone:	3
Transportation Analysis Zone:	241
Present Land Use:	Vacant
Level of Service (LOS) Analysis:	Conditional

DEVELOPER'S REQUEST:

The developer is requesting preliminary/construction site plan approval to construct a 207,162-square-foot retail building, a 10,361-square-foot garden center, and four out-parcels.

BACKGROUND:

In October 2003, Rezoning Petition No. 6080 was approved changing the zoning from A-R Agricultural-Residential and C-2 General Commercial Districts to a C-2 General Commercial District.

FINDINGS OF FACT:

1. The preliminary/construction site plan has been reviewed by the Growth Management Department for compliance with the Pasco County Comprehensive Plan and was found to be consistent with the above-referenced zoning district's permitted uses.
2. The preliminary/construction site plan for the above-subject project was prepared for Wal-Mart Stores East, Inc., by Kimley-Horn and Associates, Inc., and consists of 44 sheets dated October 1, 2004; the sheets were last revised on June 15, 2005. The plans were originally received by the Development Review Division (DRD) on October 26, 2004, and final revisions were received on June 16, 2005.

CONCURRENCY ANALYSIS:

The preliminary/construction site plan was reviewed by the applicable County departments for compliance with the LOS requirements of the Pasco County Comprehensive Plan. Based on review of the project, a conditional Certificate of LOS is being issued.

The conditional LOS Certificate is being issued with the following condition:

Utility service commitment fees shall be paid in accordance with the Pasco County Code of Ordinances, Chapter 110, Articles II and IV, as amended.

In accordance with Section 402, Concurrency Management System, of the Land Development Code, the conditional Certificate of LOS shall expire in three years from the date of approval of this project by the DRC.

RECOMMENDATION:

The Development Director recommends approval of the preliminary/construction site plan with the following conditions:

1. The developer acknowledges that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect, including all impact fee ordinances.
2. The S.R. 54/Porter Boulevard Intersection construction plans shall be submitted to the County for separate plan design review and approval. The S.R. 54/Porter Boulevard Intersection shall be constructed, inspected, and accepted by the County prior to the issuance of the first Certificate of Occupancy (CO).
3. Prior to the issuance of any on-site Development Permit and commencement of any on-site development activity, the applicant shall, at no cost to the County, be required to revise the site plans and construct the following improvements, ~~including the dedication of the following right-of-way:~~
 - a. Revise the site plans.
 - (1) Add/modify standard general notes.
 - ~~(2) Remove parking along on-site perimeter circulation isle.~~
 - (2) Revise the traffic signage and signalization plan in accordance with Memorandum No. TRM05-2019-746 and any revisions required due to redesign required in other conditions.
 - (3) Revise the tree survey recap sheet to eliminate the discrepancy with inches to be replaced.
 - (4) Add profile information to all pressurized piping and storm culvert crossings.
 - ~~(6) Add utility notes limiting the pipe depth; fire hydrants must be flow tested and color coded; and reclaimed water is unavailable.~~
 - (5) Add a complete fixture count and fire-flow requirements table.
 - ~~(8) Extend the proposed 12-inch water main to C.R. 581 to connect to the existing 12-inch water main.~~
 - ~~(9) Add a battery backup to the pump station.~~
 - ~~(10) Add a reduced pressure backflow preventer to the private pump station, wash-down water service.~~
 - (6) Add two-inch backflow preventers to the downstream side of the water meters (to be installed by the Pasco County Utilities Services Branch).
 - (7) Remove all reuse irrigation services from the plans.
 - (8) Include the jack and bore as the method to cross S.R. 54 for water and force mains.
 - (9) Show that the water main on Porter Boulevard is a 12-inch diameter.
 - (10) Note that the fire hydrant in the northeast corner shall be on an eight-inch minimum main.
 - (11) Provide a fire hydrant on the northwest corner of S.R. 54 and Porter Boulevard and along the southwest corner of the parking lot near the access road to S.R. 581 and on both sides of Porter Boulevard.

b. Documentation.

- ~~(1) Provide the location and design drawings for the County stormwater management ponds for the two abutting drainage basins located along S.R. 54 from the intersection of S.R. 581 easterly along S.R. 54 to a point easterly of the proposed Porter Boulevard.~~
- (1) Proof of ownership or agent of record documentation for entire site.
- ~~(3) A copy of the deed restriction limiting commercial to 227,500 square feet.~~
- ~~4. All required road right-of-way along S.R. 54 and Porter Boulevard (minimum of 140 feet) shall be dedicated to Pasco County prior to the issuance of any CO.~~
4. Any improvements within the Florida Department of Transportation (FDOT) controlled right-of-way (S.R. 581 and S.R. 54) are subject to the FDOT review/approval/permit.
5. The applicant shall provide written evidence that the appropriate FDOT committee has approved a full median opening and a traffic light at the intersection of Porter Boulevard and S.R. 54 at the location shown on the preliminary/construction plan prior to or concurrent with submittal of any application for construction plan approval a Site Development Permit for the project. If the appropriate FDOT committee, or other body with appellate jurisdiction over the appropriate FDOT committee, fails to approve a median and a traffic light at such location, the preliminary/construction plan approval and the associated conditions of approval shall become null and void.
6. This approval does not include any access management onto S.R. 54 for any of the out-parcels. Access management shall be reviewed and approved at the time of out-parcel site plan approval, subject to the FDOT approval.
7. The applicant and successors in interest acknowledge that any approved ~~access locations onto median openings on~~ Porter Boulevard are subject to modification in the future.
8. Access location, type, and spacing from the site to S.R. 581 shall be based on data and analysis as required and approved by Pasco County and the FDOT.
9. Prior to the issuance of the first CO, the developer shall, at its sole expense, design and construct all needed interim intersection improvements, including signalization and turn lanes, at the intersection of Porter Boulevard and S.R. 54. The interim improvements shall be based on data and analysis as required and approved by the FDOT and Pasco County. In addition ~~the developer shall dedicate, at no cost to the County, additional right-of-way required to implement the interim improvements shall be dedicated or perpetual easement prior to the issuance of the first CO.~~
10. The developer agrees to assume the future cost of reconstruction of interim improvements to provide ultimate improvements compatible with the S.R. 54 Capital Improvement Plan (CIP) project design including, but not limited to, design, permitting, additional right-of-way ~~(or an alternative design solution subject to review and approval by the FDOT and the County), and drainage at the intersection of Porter Boulevard and S.R. 54 consistent with the final CIP planned improvements on S.R. 54 prior to the issuance of the first CO.~~
- ~~12. The owner/developer shall provide sufficient right of way, tapering from zero feet to approximately 60 feet, m.o.l., in accordance with the proposed Project Development and Environment Study for S.R. 54 and stormwater retention and flood plain mitigation on the subject site for the six laning of S.R. 54 prior to the issuance of the first CO.~~
- ~~13. The owner/applicant agrees to transfer sufficient right of way along the entire western boundary of the subject property pursuant to the approved FDOT Project Development and Environment Study for Bruce B. Downs Boulevard (S.R. 581) prior to the issuance of the first CO.~~
- ~~14. The owner/applicant agrees to provide all necessary documents and/or information pertaining to the aforementioned transference of right of way to the Pasco County Real Estate Division.~~
11. The developer shall provide a minimum 24-foot paved travel lane(s) connection to neighboring properties or project(s) to the north to Out-lot A and west. Such travel lane(s) shall be free and clear of buildings, parking spaces, landscaping, retention/detention ponds, or any other obstruction that would prevent the free flow of traffic between the project and neighboring properties or project(s).
12. The owner/developer or project contractor shall obtain a hard-copy Site Development Permit from the DRD prior to commencing any construction. To obtain this permit, the following must be submitted to the DRD: the completed notarized acknowledgment portion of the attached agenda memorandum, a copy of the recorded Agenda Memorandum Conditions of Approval, the receipt for payment of Pasco County utility impact fees (If the project is served by County water and/or sewer), completion of any site-specific conditions listed as requiring completion

prior to the issuance of the Site Development Permit, and a copy of the approved Southwest Florida Water Management District (SWFWMD) Permit and Plan must be submitted to the DRD. In the event the SWFWMD Permit and Plan require any changes to the County-approved plan, an amendment to the County-approved plan shall be submitted for review and approval prior to the issuance of the Site Development Permit. No construction shall commence until the permit has been properly posted on the site.

17. ~~The developer shall convey at no cost to Pasco County a minimum of 140 feet of right-of-way for Porter Boulevard (check Table 7-4, Pasco County Corridor Preservation Table, located in the Comprehensive Plan, Transportation Element, for arterial/collector and major intersection right-of-way requirements). In addition, the developer and its successors and assigns shall, at no cost to Pasco County, design, construct, provide, and obtain any and all permits required by any local, State, or Federal agency for appropriate and sufficient drainage/retention, wetland, and floodplain mitigation facilities on the developer's property or at another site acceptable to the County to mitigate all impacts associated with the initial and future improvements of Porter Boulevard within or adjacent to the boundaries of the developer's property including, but not limited to, mitigation for initial and future lanes of travel, shoulders, frontage roads, sidewalks, multimodal paths, medians, and other roadway appurtenances. All conveyances shall occur at record plat or construction plan approval where a record plat is not required or within 90 days of the County's request, whichever occurs first. All conveyances shall include access easements, be in a form acceptable to the Real Estate Division, and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions. All stormwater management plans, reports, or calculations for the developer's project shall include a detailed scope of design and permitting parameters and a signed and sealed certification that such plans, reports, or calculations comply with this condition.~~
13. Prior to final site/construction plan approval of any project abutting a State roadway, the owner/developer shall furnish to the DRD a Letter of Intent indicating approval and/or an approved Driveway Permit from the FDOT. Prior to the issuance of the first CO, the owner/developer shall provide a letter from the FDOT stating that the improvements within the State right-of-way have been inspected and completed to its satisfaction.
14. ~~The developer acknowledges that approval of this preliminary plan and/or construction plan does not establish vested rights with respect to construction of the project. Further, the developer acknowledges that no permit shall be issued or plat approved without the issuance of an unconditional Certificate of LOS Compliance. The issuance of such unconditional Certificate shall be contingent upon completion of the S.R. 581 and S.R. 54 projects by the FDOT and Pasco County as set forth in the Capital Improvements Element of the Pasco County Comprehensive Plan as of the date of the BCC or FDOT approval of these construction plans. The developer is, however, put on further notice and hereby agrees that the BCC or FDOT is not irrevocably bound by the current schedule of capital projects and shall not be held liable for any expenses, costs, or other damages incurred by the developer in reliance on the current schedule. The developer may apply for such unconditional Certificate of LOS Compliance within two years of the scheduled completion of the S.R. 581 and S.R. 54 construction plans.~~
15. The developer acknowledges that in accordance with the Land Development Code, Section 402, Concurrency Management System, the unconditional Certificate of LOS shall expire in three years from the date of approval of this project by the DRD.
16. Site plans submitted with Building Permit applications are invalid as to final site approval unless stamped approved by the DRD or the DRD. These plans are submitted to show building location in regard to property line, other buildings, etc., only. The site must conform to those plans submitted and/or approved by the DRD or DRD in accordance with Section 306 of the Land Development Code.
17. The owner/developer shall acknowledge that this project is subject to the Pasco County Transportation Impact Fee Ordinance and may be subject to the School Impact Fee Ordinance, the Parks and Recreation Impact Fee Ordinance, the Library Impact Fee Ordinance, the Fire Combat Impact Fee Ordinance, the Rescue Impact Fee Ordinance, and the Hurricane Preparedness Impact Fee Ordinance and shall pay any applicable impact fees assessed to the project in accordance with the said ordinances and policies. Waivers may be granted in accordance with the said ordinances and waiver procedures.
18. The owner/developer or project contractor shall notify the Engineering Services Department at least two working days prior to commencing any activity on the site.
19. In the event impact fee ordinances/resolutions are adopted by the BCC including, but not limited to, solid waste, public safety, or wildlife, the developer shall be required to comply with such ordinances/resolutions.
20. The owner/developer shall arrange for a final site inspection approval by the County prior to occupancy/use of the permitted facilities.
21. Prior to the issuance of the first CO, the developer shall submit all necessary State and Federal permits including, but not limited to, dredge and fill, surface water operation and maintenance,

water distribution, wastewater collection, and reclaimed water from the appropriate agencies. The permit shall include the copies of the actual permit itself and all drawings that are approved by the respective regulatory agency. Any annual reports required by such agencies shall be submitted to the Biologist and stormwater engineer.

22. All construction work, including roads, drainage, and utilities, shall be constructed in accordance with Pasco County design standards and tested in compliance with the Engineering Services Department's *Testing Specifications for Construction of Roads, Storm Drainage, and Utilities*.
23. Utility service commitment fees shall be paid in accordance with the Pasco County Code of Ordinances, Chapter 110, Articles II and IV, as amended.
24. If a Pasco County Global Positioning System (GPS) network point is located within the boundary of the site or within 50 feet of the same, the point shall be re-established using GPS methods and "Blue Booked" prior to the issuance of any Building Permits or the recording of any plat. Proof of the said Blue Booking shall be submitted to the County Surveyor prior to the issuance of the said permit or the recording of the said plat. If it is discovered that the said point has been destroyed by construction, then the owner/developer of the land will be responsible for payment to Pasco County in the amount of \$5,900.00 each.
25. The owner/developer acknowledges that a Building Permit shall be obtained for all structures that have a footer, regardless of size, through the Central Permitting Division; i.e., including, but not inclusive of, buildings, accessories, and retaining walls.
26. Prior to any construction activity, the developer shall ensure that proper erosion and sediment control measures are in place. The developer shall control all fugitive dust originating from the project site and shall indicate on the construction drawings the manner in which fugitive dust is to be controlled. Further, all retention pond side slopes and associated swales shall be sodded to prevent soil erosion.
27. The developer shall, at the time of Building Permit submittal, comply with the architectural rendering as approved by the DRC.
28. Unless otherwise approved by the Emergency Services Director, when the development is record platting, or where a plat is not required, prior to the issuance of the first Building Permit, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developer shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until such a petition has been received by the Emergency Services Director.
29. If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundation, are discovered, work shall come to an immediate stop, and the Florida Department of Historic Resources (State Historic Preservation Officer) and Pasco County shall be notified within two working days of the resources found on the site.
30. If the site is identified on Map 3-1a, 3-1b, or 3-1c in the Pasco County Comprehensive Plan as a location of known endangered and threatened species, the developer shall submit to the DRD, a copy of the approved Federal, State, or other regulatory permit, or if no permit has been issued, then the developer shall submit a copy of the application submitted to the Federal, State, or other regulatory agency prior to site development.
31. If, during construction activities, any evidence of the presence of State and Federally protected plant and/or animal species is discovered, work shall come to an immediate stop, and Pasco County shall be notified within two working days of the plant and/or animal species found on the site.
32. Site plans approved by the DRD or the DRC are the final approved documents. Changes/ additions/deletions to approved site plans, i.e., building size, location, loading zones, etc., require revised site plan submittal, review fee, and approval in accordance with Section 306 of the Land Development Code.
33. The developer acknowledges that an appeal may be filed against the decision of the DRC or DRD within 30 days of the date of this approval. Any development that takes place within the 30-day-appeal deadline shall not establish vested rights with respect to construction of the project.

34. The owner/developer is hereby notified that the effective date of this development approval shall be the date of the final County action; however, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the DRD.

The DRC's approval of this preliminary/construction site plan constitutes a finding by the DRC that the preliminary/construction site plan, as conditioned, is consistent with those Goals, Objectives, and Policies of the Comprehensive Plan and those provisions of the Land Development Code that are applicable to preliminary/construction site plan approvals. This action is based on the office review of the plans, supporting documentation, and certifications of the Engineer of Record.

DEVELOPER'S ACKNOWLEDGMENT:

The developer acknowledges that it has read, understood, and accepted the above-listed conditions of approval.

Date _____ WAL-MART STORES EAST, INC.
STATE OF FLORIDA
COUNTY OF _____
Title _____

The foregoing instrument was acknowledged before me this _____ (date),
by _____ (name of corporation
acknowledging) a _____ (State or
place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or
who has produced _____ (type of identification) as identification.

Seal:

NOTARY

ATTACHMENTS:

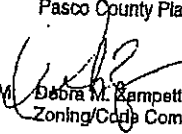
1. Location Map
2. Site Plan
3. Architectural Renderings
4. Traffic Operations Division Memorandum No. TRM05-1710

CMJ/GSW/dr/walmartweschapel/08a

DEVELOPMENT REVIEW COMMITTEE ACTION (6/23/05):

Approved with amended conditions; the deletion of Condition Nos. 3.b.(1), 4, 12, 13, 14, and 17 are contingent upon receipt of a letter from Joel R. Tew committing to the dedications.

ZONING PETITION REVIEW REPORT

TO: Pasco County Planning Commission
FROM:  Debra M. Rampetti
Zoning/Code Compliance Administrator
SUBJECT: Rezoning Request
South Central Pasco County
APPLICANT: WIREGRASS RANCH, INC., ET AL.
PETITION #6080
Commission District #2
Planning Commission
Hearing Date: 10/8/03
Board of County Commissioners
Hearing Date: 10/21/03, DC
TAZ #241

PETITION SUMMARY:

Petition No. 6080 in the name of Wiregrass Ranch, Inc., et al. has been filed for a change in zoning from A-R Agricultural-Residential and C-2 General Commercial Districts to a C-2 General Commercial District. The property is located on the east side of Bruce B. Downs Boulevard (S.R. 581), approximately 530 feet south of S.R. 54 and on the south side of S.R. 54, approximately 1,320 feet east of Bruce B. Downs Boulevard (S.R. 581) (Parcel ID Nos. 07-26-20-0000-00200-0000, 0150, 0010, and 0050 [portions of], and 07-26-20-0000-00200-0014), and contains 82.6 acres, m.o.l.

The surrounding zoning districts and land uses are as follows:

	<u>Zoning District</u>	<u>Land Use</u>
North:	C-2 General Commercial	S.R. 54, Applebee's; Commercial Strip Center; Undeveloped; Auto Supplies
East:	A-R Agricultural-Residential	Undeveloped; Single-Family Dwellings; Groves
South:	A-R Agricultural-Residential	Undeveloped
West:	A-R Agricultural-Residential; C-2 General Commercial	Bruce B. Downs Boulevard; Restaurants; Undeveloped; Commercial Strip Center

FINDINGS OF FACT:

1. Presently, the subject site contains single-family dwellings and pastureland, and the applicant proposes to develop the property commercially.
2. Access to the property is from S.R. 54, which has 120 feet of right-of-way, and/or Bruce B. Downs Boulevard (S.R. 581), which has 200 feet of right-of-way.
3. The subject property is located in Flood Zones "AE" and "X," and development within the area designated Zone "AE" is subject to the requirements of Article 700, Flood Damage Prevention, of the Land Development Code.
4. The surrounding area is characterized by commercial development and undeveloped land.
5. The subject area has been designated MU (Mixed Use) under the Comprehensive Plan.
6. The Pasco County Comprehensive Plan anticipated a higher density for this area in its future planning by designating it as an MU (Mixed Use) land use.
7. The Board of County Commissioners has approved several similar rezoning requests in the immediate vicinity. Some are as follows:
 - a. Petition No. 2675, on October 23, 1984 (from A-R Agricultural-Residential to C-2 General Commercial) located directly north of the subject request.
 - b. Petition No. 2676, on October 23, 1994 (from A-R Agricultural-Residential to C-2 General Commercial) located directly north of the subject request.
 - c. Petition No. 3018, on August 27, 1985 (from A-R Agricultural-Residential to R-2 Low Density Residential, MF-1 Multiple Family Medium Density, and C-2 General Commercial) with conditions located directly north of the subject request.

068

- d. Petition No. 4629 on August 19, 1993 (from A-R Agricultural-Residential to C-2 General Commercial) with conditions located directly north of the subject request.
- e. Petition No. 5542, on January 19, 2000 (from A-R Agricultural-Residential and C-2 General Commercial to C-2 General Commercial) with conditions located directly adjacent to the north of the subject request.
- f. Petition No. 5997, on March 11, 2003 (from A-R Agricultural-Residential to C-2 General Commercial) with conditions located directly adjacent to the north of the subject request.
- 8. Staff has noted that the existing C-2 General Commercial District portion of subject parcel is an original zoning.
- 9. The owners/applicants' request is compatible with the established pattern of land use and zoning in the area.
- 10. The proposed request is consistent with Article 300, Subsection 303.2(E)1, Criteria and Standards to be Considered in Review of Applications for Zoning Amendments, of the Pasco County Land Development Code and with the Pasco County Comprehensive Plan, October 2000.

STAFF RECOMMENDATION:

Approval with Conditions

CONDITIONS:

- 1. The owners/developers shall provide sufficient right-of-way tapering from zero feet to approximately 63 feet, m.o.l., in accordance with the proposed Project Development and Environment Study for S.R. 54 and stormwater retention and flood plain mitigation on the subject site for the six laning of S.R. 54 prior to preliminary site plan approval.
- 2. The owners/applicants agree to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the approved Florida Department of Transportation Project Development and Environment Study for Bruce B. Downs Boulevard (S.R. 581) at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.
- 3. The owners/applicants agree to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee.
- 4. Commercial development cannot exceed 227,500 square feet without a zoning amendment.
- 5. The 227,500-square-foot C-2 General Commercial development limitation shall be recorded as a deed restriction to place potential buyers on notice.
- 6. If the subject parcel is to be subdivided from the parent tract, the owners/developers shall submit a Unified Plan of Development or go through subdivision review pursuant to Section 306 of the Land Development Code prior to its division from the parent tract.
- 7. The owners/developers shall comply with the Access Management Plan for S.R. 581 as approved by the Florida Department of Transportation.
- 8. The owners/developers shall provide internal access to the adjacent two-acre parcel to the north which was rezoned (Petition No. 5997) to C-2 General Commercial by the Board of County Commissioners on March 11, 2003, and was proposed to be developed as Johnny Carlo's restaurant.
- 9. A Pasco County approved traffic study shall be submitted prior to submission of a preliminary site plan.
- 10. Site specific improvements and off-site transportation improvements shall be pursuant to the Pasco County approved traffic study and approved at the time of preliminary site plan approval.
- 11. The owners/developers shall pay for traffic signalization at Porter Boulevard and S.R. 54 if warranted.
- 12. The owners/applicants acknowledge that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.

069

13. This property may be subject to review under the Pasco County Code which shall include Building and Building Regulations, Fire Prevention and Protection, and Health and Welfare at the time of site plan review.
14. The owners/applicants shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code prior to commercial use of the property.
15. At the time of site plan review, the owners/applicants shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy No. 2.8.2, as follows:
 - 2.8.2 Require the evaluation and proper management of endangered, threatened, and species of special concern by requiring that proposed development sites be examined for the presence of State and Federally protected plant and animal species. Criteria and thresholds for reviews to examine sites in this manner shall be specified in the County's land development regulations. At a minimum, the criteria will consider:
 - (a) The Area of Potentially Significant Habitat as shown on Map 3-1 that has been identified by the Florida Fish and Wildlife Conservation Commission as a "hot spot of biological resources and rare species occurrence" or other available data sources.
 - (b) The size and distribution of listed species populations within a proposed development site.
 - (c) The feasibility and viability of on-site protection and management and whether the proposed development site includes a wildlife corridor.
 - (d) The feasibility of maintaining a wildlife corridor.
 - (e) The appropriateness of mitigation to an acceptable off-site location in the event that on-site mitigation is shown to be ineffective.

When listed species are found, the proposal shall be forwarded to the Florida Fish and Wildlife Conservation Commission for recommendations to minimize the impact of development on those species found on the site. These recommendations shall be considered during the development approval process. Failure to receive recommendations from the Florida Fish and Wildlife Conservation Commission within the development review process time frames shall not preclude a project from being scheduled, considered, or approved.
16. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.
17. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Zoning/Code Compliance Division.

PLANNING COMMISSION ACTION:

Approval of Staff Recommendation: 10 Ayes; _____ Nays

BOARD OF COUNTY COMMISSIONERS ACTION:

Note: At the Board of County Commissioners meeting on October 21, 2003, staff amended Condition Nos. 9 and 10 as outlined below.

Approval of Staff Recommendation with Amended Conditions

AMENDED CONDITIONS:

1. The owners/developers shall provide sufficient right-of-way tapering from zero feet to approximately 63 feet, m.o.j., in accordance with the proposed Project Development and Environment Study for S.R. 54 and stormwater retention and flood plain mitigation on the subject site for the six laning of S.R. 54 prior to preliminary site plan approval.
2. The owners/applicants agree to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the approved Florida Department of Transportation Project Development and Environment Study for Bruce B. Downs Boulevard (S.R. 581) at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.
3. The owners/applicants agree to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division at the

time of preliminary site plan approval unless otherwise determined by the Development Review Committee.

4. Commercial development cannot exceed 227,500 square feet without a zoning amendment.
5. The 227,500-square-foot C-2 General Commercial development limitation shall be recorded as a deed restriction to place potential buyers on notice.
6. If the subject parcel is to be subdivided from the parent tract, the owners/developers shall submit a Unified Plan of Development or go through subdivision review pursuant to Section 306 of the Land Development Code prior to its division from the parent tract.
7. The owners/developers shall comply with the Access Management Plan for S.R. 581 as approved by the Florida Department of Transportation.
8. The owners/developers shall provide internal access to the adjacent two-acre parcel to the north which was rezoned (Petition No. 5997) to C-2 General Commercial by the Board of County Commissioners on March 11, 2003, and was proposed to be developed as Johnny Carino's restaurant.
9. The owner/developer has submitted a traffic study. Based on the build-out dates and the land uses assumed in the traffic study dated October 2003, Pasco County accepts the conclusion in the study that the subject rezoning does not require any off-site improvements that are not already provided for in previously committed road improvement projects provided, however, that prior to or concurrent with the preliminary site plan approval, the County may require additional data and/or analysis related to the site-related driveway connections pursuant to the County's access management guidelines, and the Development Review Committee at the time of preliminary site plan approval may require additional site-related driveway access geometry and improvements and/or additional site access locations, subject to any applicable Florida Department of Transportation criteria.
10. This rezoning shall be aggregated into a Development of Regional Impact and any traffic studies required at that time shall include the property subject to this rezoning.
11. The owners/developers shall pay for traffic signalization at Porter Boulevard and S.R. 54 if warranted.
12. The owners/applicants acknowledge that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.
13. This property may be subject to review under the Pasco County Code which shall include Building and Building Regulations, Fire Prevention and Protection, and Health and Welfare at the time of site plan review.
14. The owners/applicants shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code prior to commercial use of the property.
15. At the time of site plan review, the owners/applicants shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy No. 2.8.2, as follows:
 - 2.8.2 Require the evaluation and proper management of endangered, threatened, and species of special concern by requiring that proposed development sites be examined for the presence of State and Federally protected plant and animal species. Criteria and thresholds for reviews to examine sites in this manner shall be specified in the County's land development regulations. At a minimum, the criteria will consider:
 - (a) The Area of Potentially Significant Habitat as shown on Map 3-1 that has been identified by the Florida Fish and Wildlife Conservation Commission as a "hot spot of biological resources and rare species occurrence" or other available data sources.
 - (b) The size and distribution of listed species populations within a proposed development site.
 - (c) The feasibility and viability of on-site protection and management and whether the proposed development site includes a wildlife corridor.
 - (d) The feasibility of maintaining a wildlife corridor.
 - (e) The appropriateness of mitigation to an acceptable off-site location in the event that on-site mitigation is shown to be ineffective.

When listed species are found, the proposal shall be forwarded to the Florida Fish and Wildlife Conservation Commission for recommendations to minimize the impact of development on those species found on the site. These recommendations shall be

EXHIBIT N

WIREGRASS RANCH DRI NO. 260

AGREEMENT WITH SCHOOL BOARD*

***INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND
GROWTH MANAGEMENT DEPARTMENT**

AGREEMENT FOR SALE
WIREFRASS RANCH SCHOOL SITES

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

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

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

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

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

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

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

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

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

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

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

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

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

School Parcels and the Option Parcel not less than fifteen (15) acres, in a configuration acceptable to Buyer for use as an educational facility.

In any event, based upon the foregoing minimum upland acres to be contained within each Parcel, and the Buyer's current wetland impact/mitigation plans, the minimum Purchase Price shall be as follows:

High School Parcel: 51.47 acres (50.69 upland acres plus 0.78 planned wetland acres impact @ \$50,000.00 = \$2,593,500.00

Middle School Parcel: 27.30 upland acres (no planned wetland impact) @ \$50,000.00 = \$ 1,365,000.00

Elementary School Parcel: 15 acres uplands @ \$50,000 = \$ 750,000.00 (minimum for each site)

3. Deed(s). Seller shall convey fee simple title to each Parcel to Buyer by statutory warranty deed free and clear of all liens and encumbrances except real estate taxes, assessments, if any, for the then current year, zoning, land use and all other requirements and restrictions of governmental authorities, and easements and restrictions of record, if any, which do not preclude the use of the Parcel as a school site.

4. Title Insurance. Seller, at Seller's expense, agrees to deliver to Buyer written title insurance commitments issued by Tew, Barnes & Atkinson, L.L.P., Clearwater, Florida, as agent for Chicago Title Insurance Company binding that company to insure title to each of the Parcels by its A.L.T.A. Form B, Owner's Title Insurance Policy, upon recording of the respective deeds for the parcels. Each title insurance commitment shall be provided within thirty (30) days after a legal description is available for each Parcel, and shall be revised and updated upon receipt of the actual survey for each Parcel. Buyer may object if the commitment is not consistent with paragraph 3, above. Such policies, when issued, shall be subject only to those matters set forth in paragraph 3 of this Agreement. The title policies shall be in the full amount of the respective Purchase Price for each Parcel.

5. Survey. Within thirty (30) days after the Effective Date hereof (defined below), King Engineering Associates, Inc., at Buyer's expense, shall prepare a boundary survey of the High School Parcel, the Middle School Parcel, the Access Parcel, and the Drainage/Mitigation Parcel, respectively, pursuant to paragraph 2, above, and which legal description shall be used for the title commitments, title policies, and deeds. With respect to the Elementary School Parcels and the Option Parcel, the survey shall be provided by King Engineering Associates, Inc., at Buyer's expense, within thirty (30) days after Seller and Buyer mutually agree on the location and configuration of each such Parcel, as required herein; provided, however, that in any event such survey shall be provided not less than sixty (60) days prior to Closing on each such Parcel.

6. Closing Costs. The closing costs for each Parcel shall be paid by the parties as follows:

(a) Buyer shall pay for the cost of the surveys, and documentary stamps due on the deed(s), if any.

(b) Seller shall pay the cost of title search expenses and title premiums, recording the deeds, and for any corrective instruments related to title matters.

(c) Real estate taxes for the then current year shall be prorated as of the Closing Date and paid by Seller at Closing, through said date.

7. Parcels to be Sold "As Is". Buyer shall have no recourse against Seller with respect to any matter regarding the Parcels (other than the warranties contained in the warranty deed to be delivered at closing), and Seller makes no other warranty or representation (implied or otherwise) with respect to the Property or this transaction. Without limiting the generality of the foregoing, Buyer acknowledges that it has conducted and will continue to conduct, prior to closing, its own due diligence investigation of each Parcel to determine its suitability for Buyer's intended use. This paragraph 7 shall survive the closing of all the transactions contemplated herein.

8. Closing Date. Closing shall take place at the offices of Tew, Barnes & Atkinson, L.L.P., Clearwater, Florida, in accordance with the following schedule, as to each parcel:

Initial Closing: High School Parcel Closing and Middle School Parcel Closing, together with the Access Parcel and Drainage/Mitigation Parcel, shall occur within forty-five (45) days after the Effective Date of this Agreement;

Second Closing: One (1) Elementary School Parcel Closing shall occur within one (1) year after the Initial Closing;

Third Closing: One (1) Elementary School Parcel Closing shall occur within two (2) years after the Initial Closing;

Fourth Closing: One (1) Elementary School Parcel Closing shall occur within three (3) years after the Initial Closing;

Option Closing: The Option Parcel Closing shall occur, if such option is exercised by Buyer, within five (5) years after the Initial Closing (defined above).

9. Default. In the event that either party should fail to consummate the transaction contemplated herein for any reason, except the other party's default, the sole and exclusive remedy hereunder shall be the right to sue for specific performance of this Agreement. No party shall be liable to any other party for any monetary damages in any event.

10. Brokerage. Each party warrants and represents to the other that no broker is involved in this transaction. Each party further agrees to indemnify and hold harmless the other party from and against any and all claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation, arising from the acts of the indemnifying party in conjunction with this Agreement or the transactions

contemplated herein. This paragraph 10 shall survive the closing of the transactions contemplated herein.

11. Notices. Any notice required to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by U.S. certified mail, postage prepaid, return receipt requested, or overnight delivery service. Such written notice shall be addressed as follows:

As to Seller: Wiregrass Ranch, Inc.
Attn: Don Porter
2528 Highway 581
Wesley Chapel, FL 33543

With a Copy to: Joel R. Tew, Esquire
Tew, Barnes & Atkinson, L.L.P.
2655 McCormick Drive
Clearwater, FL 33759

As to Buyer: Pasco County School District
Attn: Dr. John Long, School Superintendent
7227 Land O' Lakes Boulevard
Land O' Lakes, FL 34639

With a Copy to: Dennis Alfonso, Esquire
P.O. Box 4
Dade City, FL 33526-0004

Either party may, by subsequent written notice, designate a different address or parties for receiving notice.

12. Assignment. This Agreement may not be assigned by Buyer without the express written consent of Seller, which consent shall be in Seller's sole and absolute discretion.

13. Attorney's Fees. In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover reasonable attorney's fees and court costs, such attorneys' fees to include those incurred on any appeal. The provisions of this paragraph 13 shall survive the closings of the transactions contemplated in this Agreement.

14. Special Provisions. This Agreement shall be conditioned upon the following, additional covenants and obligations between and among the parties, which shall survive each Closing:

(a) At each Closing, Buyer will execute IRS Form 8283 for each parcel, acknowledging the fair market value of each respective parcel, for bargain-sell charitable contribution purposes in favor of Seller, if requested by Seller and supported by MAI appraisal.

(b) As reflected on Exhibit "A," access to both the High School Parcel and the Middle School Parcel is to be provided via the extension of new S.R. 56 eastward from C.R. 581 (Bruce B. Downs Blvd.), and then via the extension of new Porter Boulevard southward from new S.R. 56, to connect with existing Mansfield Road to the south of Wiregrass Ranch. In consideration for the Purchase Price for the High School Parcel and the Middle School Parcel, Seller shall cause its Designated Developer within the Wiregrass Ranch project, Pulte Home Corporation, or the Community Development District, to design and construct such portion of S.R. 56 Extension from C.R. 581 to Porter Blvd., and the Porter Blvd. southern extension to Mansfield Road, adjacent to the High School Parcel access road and the Middle School Parcel frontage, as generally depicted on Exhibit "A" hereto, together with sanitary sewer and potable water transmission lines having sufficient design capacity for both school sites, within the right-of-way for said public roadways (collectively the "Road and Utility Connection." The Road and Utility Connection shall be completed by Seller's Designated Developer or the CDD on or before June 30, 2006, subject to Acts of God, force majeure, and design/permitting/construction approvals, requirements and conditions of governmental entities having jurisdiction, or other such third-party events or acts not within the reasonable control of Seller or its Designated Developer or the CDD.

(c) The Buyer acknowledges that the Property is only a portion of Wiregrass Ranch, which is owned, and which is undergoing initial planning for future development by one or more developers who are or will be contract purchasers for land within Wiregrass Ranch. Incident to the future planning, zoning entitlement, and/or development of Wiregrass Ranch, Buyer covenants and agrees as follows:

i. The various school parcels covered by this Agreement shall be excluded by Seller from any initial Application for Development Approval for any Development of Regional Impact, and Buyer shall independently own, plan, and develop its school parcels, including provision for mitigation of any of its impacts, if legally required in accordance with applicable Florida law. Seller and its Designated Developer do not assume any responsibility for mitigation of impacts with respect to Buyer's development of any of the parcels, except for the commitment of Seller for the Road and Utility Connection pursuant to 14(b) above, and the provision of off-site land for potential wetland mitigation by Buyer, pursuant to paragraph 2(b) above. Upon request, Buyer shall provide Seller, its Designated Developer, and other governmental agencies having DRI-related jurisdiction with written confirmation that the provision of the school parcels covered by this Agreement is expected to fully mitigate the DRI-related school impacts for the Wiregrass Ranch project, through complete buildout of the project. In the event Seller or its Designated Developer are lawfully required to include the school parcels in any ADA for the project, the School District will negotiate its impact mitigation directly with the agencies having jurisdiction thereof (if lawfully required), and shall indemnify Seller and its Designated Developer against such additional impacts, if any.

ii. The School District agrees to cause its design architect for each of the Parcels to retain King Engineering Associates, Inc., or other engineering firm designated by Seller, as a consultant to coordinate the master drainage plan, master wetland/floodplain mitigation plan, and master transportation access plan for the parcels with the master plan for

Wiregrass Ranch, to achieve maximum public benefit from efficiency in land use and operations and to avoid inconsistency in design engineering and construction.

iii. The ultimate road design upon buildout of Wiregrass Ranch contemplates a minimum of four lanes for S.R. 56, and four lanes for the extension of Porter Blvd. south from S.R. 56, through the access road entrance to the High School Parcel, as generally depicted on Exhibit "A" hereto (with only two lanes for Porter Blvd. continuing south of the High School access to existing Mansfield Road). With respect to the intersection of the High School Parcel access road with Porter Blvd., the Buyer agrees as follows:

(x) Buyer shall engage King Engineering Associates, Inc., or other road engineering consultant designated by Seller, to design and permit the Access Parcel road from the High School Parcel to Porter Blvd., as a four-lane divided and landscaped urban section, and to procure County and/or FDOT permits, as applicable, for the signalization of the High School Access Parcel road intersection with Porter Blvd., at the earliest possible date, as an additional Purchase Price amount for the High School Parcel.

(y) Buyer shall construct the Access Parcel road from the High School Parcel to Porter Blvd., as designed above, at Buyer's expense, and shall provide Seller, its successors and assigns, with non-exclusive access and utility easement rights over the access road for the adjoining parcels fronting on the access road (with full median access), as generally depicted on Exhibit "A." An easement shall be retained by Seller at Closing pursuant to this requirement.

(z) Buyer shall pay, as an additional Purchase Price amount for the High School Parcel, the cost of installation of the traffic signalization for the intersection of the High School Parcel access road at Porter Blvd., up to a maximum additional purchase price of \$125,000.00 for such signalization cost, as certified by King Engineering Associates, Inc., or other project engineer designated by Seller. The balance of any such cost shall be paid by Seller or its Designated Developer or CDD.

iv. Incident to the future land use, zoning, or development use of Wiregrass Ranch, the School District agrees not to object to any future zoning or license request by Seller, any future developer or property owner within Wiregrass Ranch, on any adjacent parcel or other area within Wiregrass Ranch, including, without limitation, any application for AB "wet zoning" variances, licenses, permits, or other approvals.

~~v. By separate resolution of its governing board, the School District shall designate the high school to be constructed within the High School Parcel as "Wiregrass High School," in recognition/memory of James H. "Wiregrass" Porter.~~

vi. The Buyer acknowledges that all Parcels under this Agreement are within a proposed high quality, master-planned community, adjacent to future residential, office, retail and other public uses. Therefore, Buyer agrees that the final site plan for each parcel, and

the architectural design and quality of the improvements to be constructed thereon (i.e., exterior façade, style, and color scheme), shall be subject to the prior review and comment and approval of Seller, which approval shall not be unreasonably withheld. Without limiting the foregoing, Buyer agrees to utilize split-face block or better construction materials for the principal buildings within the High School and Middle School Parcels, and to use directional lighting wherever feasible for parking and recreational facilities, to minimize unnecessary impacts on adjoining properties. Buyer also agrees to participate in a master signage plan and master landscape plan along all frontage areas in cooperation with Seller's Designated Developer.

vii. The School District agrees to cooperate, to the extent financially feasible, with Seller or its Designated Developer with respect to a joint community college facility/program in conjunction with the high school campus, and/or a public-private partnership to create a public auditorium/fine arts/performing arts center for the community.

15. Effective Date; Due Diligence Period. This Agreement shall become legally effective upon the date it is accepted and approved by the Buyer's governing board, and executed by its Chairman (the "Effective Date"), notwithstanding earlier execution hereof by the Seller. From and after the Effective Date, Buyer shall have thirty (30) days within which to conduct its due diligence with respect to the Parcels which are subject to this Agreement, including any environmental analysis, flood plain analysis, appraisal analysis, Comprehensive Plan consistency approval, or other matter whatever deemed necessary by Buyer. Buyer shall notify Seller and its project engineer, King Engineering Associates, Inc., prior to access upon any of the Parcels by Buyer or any third party consultants, and shall indemnify Seller and hold it harmless from any property damage, personal injury, or other loss or casualty incurred by reason of Buyer or its consultants in connection with such entry and/or inspection. Unless Buyer terminates this Agreement on or before the 30th day (i.e., prior to expiration of the "Due Diligence" period), this Agreement shall be binding upon both Seller and Buyer, in accordance with its terms.

16. Miscellaneous. This Agreement, together with the exhibits attached hereto, constitutes the entire Agreement between the parties, and no representation, warranty, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may be modified only by an instrument in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns (where assignment is permitted). This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Time is of the essence of this Agreement. Headings to paragraphs used in this Agreement have been provided for convenience only and shall not affect the interpretation hereof. Whenever used herein, the singular form shall include the plural and vice versa, and the use of any gender shall include all genders, as appropriate. This Agreement shall be null and void if not accepted by the governing body of Buyer on or before March 15, 2004. *JSW*

17. Radon Gas. Buyer acknowledges that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from the county public health unit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

"SELLER"

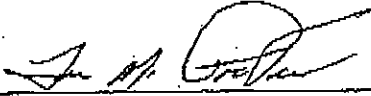
Wiregrass Ranch, Inc.

WITNESSES:





As to Seller

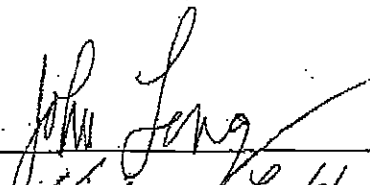
By: 

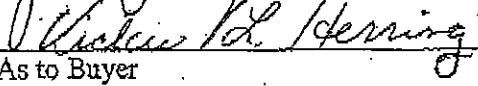
Thomas M. Porter
Title: Vice President

Date: 3/02/04

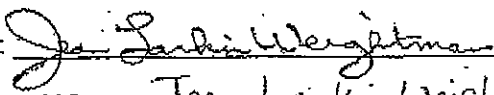
"BUYER"

School District of Pasco County, Florida
through its School Board





As to Buyer

By: 

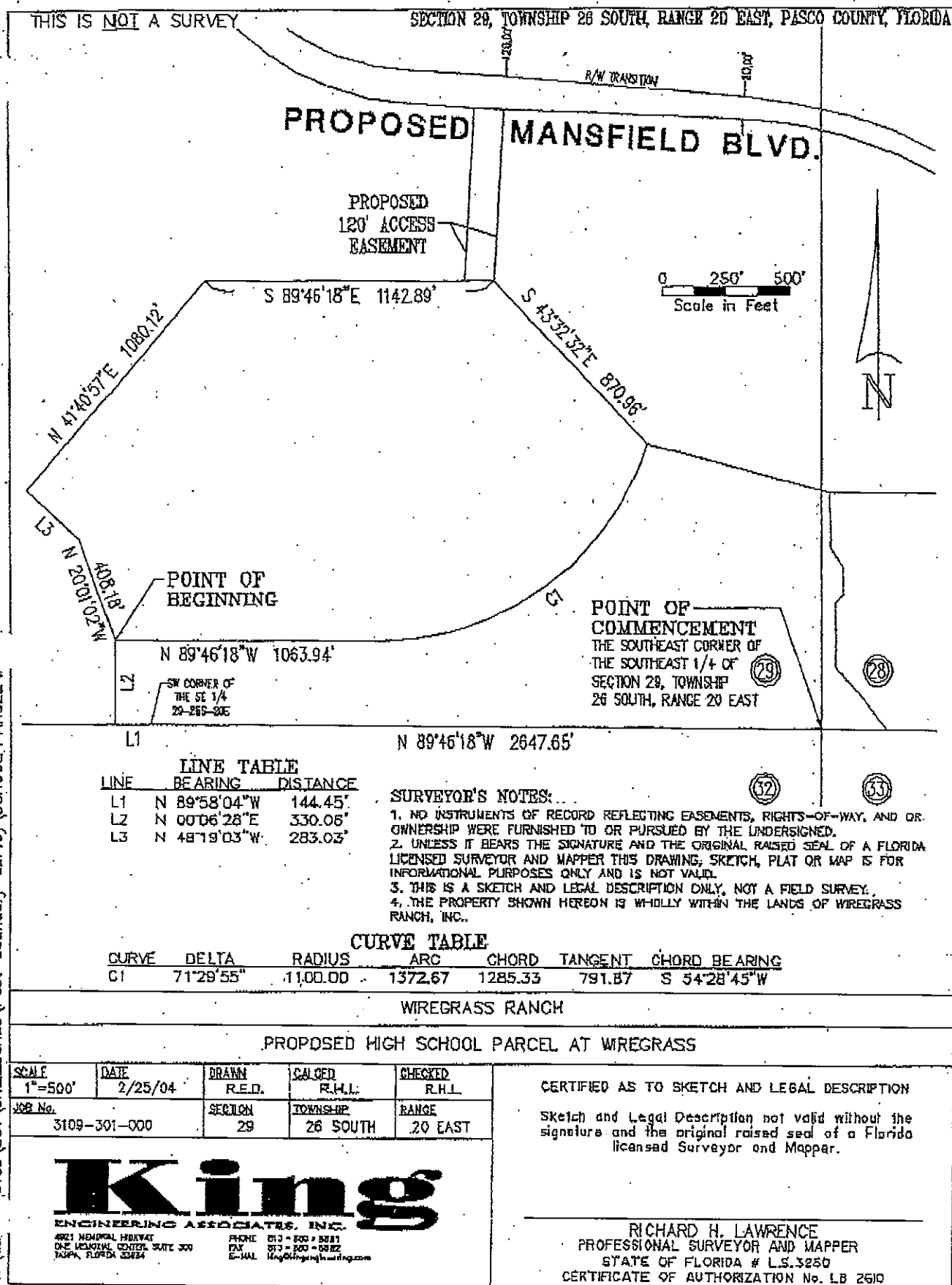
Printed Name: JEAN LARKIE WEIGHTMAN
Chairperson

Date: 3/16/04

Date: 3/16/04

List of Exhibits

- Exhibit A - Concept Plan/Educational Complex
- Exhibit B - High School Parcel Legal Description
- Exhibit C - Middle School Parcel Legal Description
- Exhibit D - Drainage/Mitigation Parcel Legal Description
- Exhibit E - Access Parcel Legal Description

3109\301\SK&LEGALS\Post-Boundary-Survey\SCHOOL PARCEL
 Q:\SL


THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet for a POINT OF BEGINNING; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 1,080.12 feet; thence S.89°46'18"E. a distance of 1,142.89 feet; thence S.43°32'32"E. a distance of 870.96 feet to a point of curvature; thence 1,372.67 feet along the arc of a non-tangent curve to the right, concave Northwesterly, having a radius of 1,100.00 feet, delta 71°29'55", chord bearing and distance S.54°28'45"W., 1,285.33 feet; thence N.89°46'18"W., a distance of 1,063.94 feet to the POINT OF BEGINNING.

Containing 59.174 acres more or less.

WIREGRASS RANCH

PROPOSED HIGH SCHOOL PARCEL AT WIREGRASS

King

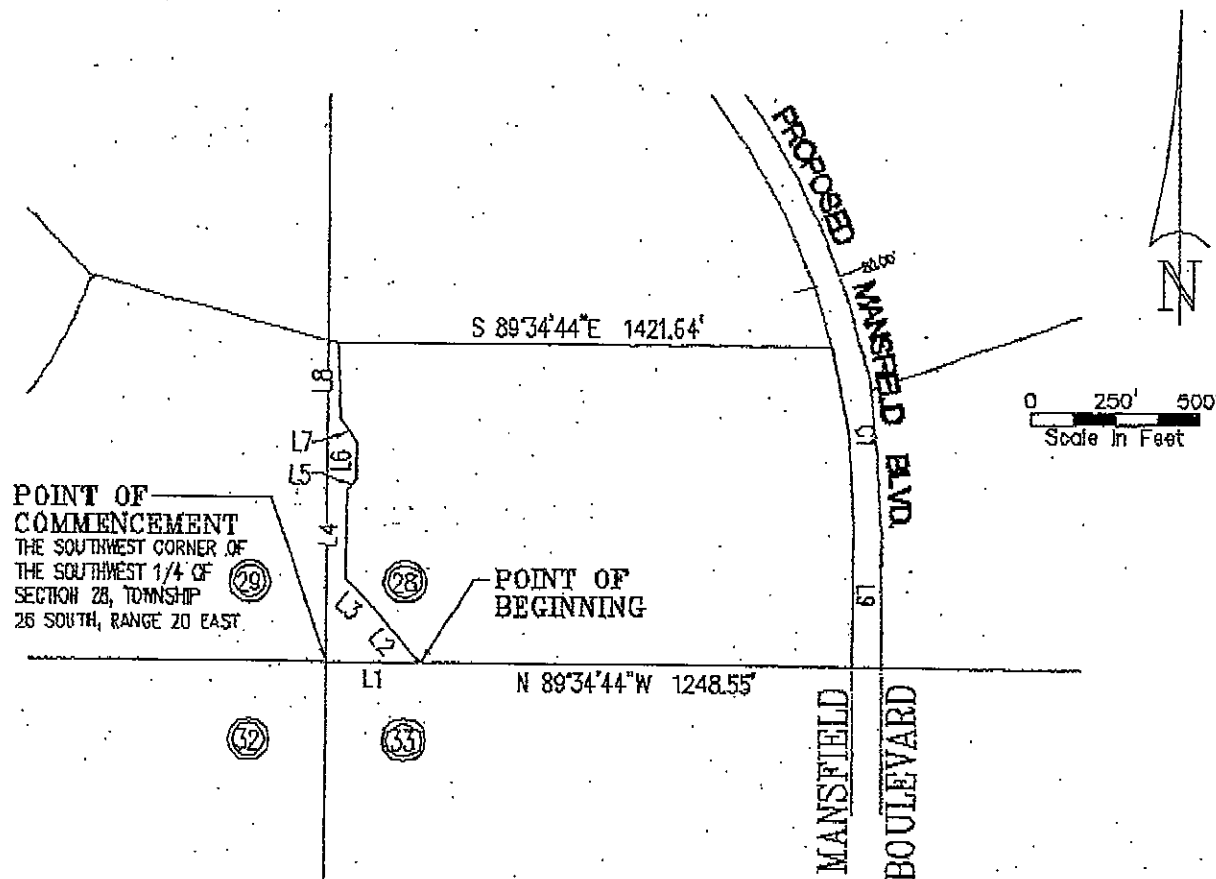
ENGINEERING ASSOCIATES, INC.
4821 MEMORIAL PARKWAY
ONE MEMORIAL CENTER, SUITE 300
TALLAHASSEE, FLORIDA 32304
PHONE 904-220-2221
FAX 904-220-2222
E-MAIL king@kingengineering.com

3108\301\SK&LEGAL\Post-Boundary-Survey\SCHOOL PARCEL

Q:\SU

THIS IS NOT A SURVEY

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°34'44\"E	263.85'
L2	N 39°10'55\"W	189.87'
L3	N 46°30'18\"W	125.95'
L4	N 00°57'59\"E	248.15'
L5	N 43°44'49\"E	44.38'
L6	N 00°00'00\"E	103.15'
L7	N 34°14'03\"W	84.30'
L8	N 02°14'18\"W	210.69'
L9	S 00°25'16\"W	395.38'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC..

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	14°55'41\"	1940.00	506.02	504.59	254.45	S 07°03'04\"E

WIREGRASS RANCH

PROPOSED MIDDLE SCHOOL PARCEL AT WIREGRASS

SCALE	DATE	DRAWN	CALC'D	CHECKED
1\"=500'	2/26/04	R.E.D.	R.H.L.	R.H.L.
JOB No.		SECTION	TOWNSHIP	RANGE
3109-301-000		28	26 SOUTH	20 EAST

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

King

ENGINEERING ASSOCIATES, INC.

4021 MONROE HIGHWAY
ONE MONROE CENTER, SUITE 200
TALLAHASSEE, FLORIDA 32304

PHONE 913-880-1881
FAX 913-880-1882
E-MAIL King@kingengineering.com

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. 15 2610

THIS IS NOT A SURVEY

SECTION 28, TOWNSHIP 28 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the Southwest 1/4 of Section 28, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence S.89°34'44"E., along the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33, a distance of 263.85 feet to the POINT OF BEGINNING; thence leaving said line, N.39°10'55"W., a distance of 189.87 feet; thence N.46°30'18"W., a distance of 125.95 feet; thence N.00°57'59"E., a distance of 248.15 feet; thence N.43°44'49"E., a distance of 44.38 feet; thence N.00°00'00"E., a distance of 103.15 feet; thence N.34°14'03"W., a distance of 84.30 feet; thence N.02°14'18"W., a distance of 210.69 feet; thence S.89°34'44"E., a distance of 1,421.64 feet to the Westerly right-of-way line of proposed Mansfield Boulevard (an 80' proposed R/W); thence 506.02 feet along the arc of a non-tangent curve to the right, concave Southwesterly, having a radius of 1,940.00 feet, delta 14°56'41", chord bearing and distance S.07°03'04"E., 504.59 feet; thence S.00°25'16"W., a distance of 395.38 feet to the South line of the Southwest 1/4 of said Section 28; thence N.89°34'44"W., along said South line of said Section 28, a distance of 1,248.55 feet to the POINT OF BEGINNING.

Containing 29.192 acres more or less.

WIREGRASS RANCH.

PROPOSED MIDDLE SCHOOL PARCEL AT WIREGRASS

King

ENGINEERING ASSOCIATES, INC.
4621 MEMORIAL HORTWAY
DUNCAN, FLORIDA 32024
PHONE 904-280-8881
FAX 904-280-8882
E-MAIL king@kingengineering.com

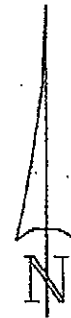
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Q:\50

THIS IS NOT A SURVEY

SECTIONS 28 & 29, TOWNSHIP 28 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PROPOSED MANSFIELD BLVD.

PROPOSED
120' ACCESS
EASEMENT0 250' 500'
Scale in Feet

S 89°46'18"E 1063.94'

POINT OF
BEGINNING
THE SOUTHEAST CORNER OF
THE SOUTHEAST 1/4 OF
SECTION 28, TOWNSHIP
28 SOUTH, RANGE 20 EASTL2
SW CORNER OF
THE SE 1/4
28-28S-22E

LINE	BEARING	DISTANCE
L1	N 89°58'04"W	144.45'
L2	N 00°06'28"E	330.06'
L3	S 02°14'18"E	210.69'
L4	S 34°14'03"E	84.30'
L5	S 00°00'00"W	103.15'
L6	S 43°44'49"W	44.38'
L7	S 00°57'59"W	248.15'
L8	S 46°30'18"E	125.95'
L9	S 39°10'55"E	189.87'
L10	N 89°34'44"W	263.85'

N 89°46'18"W 2647.65'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. THE PROPERTY SHOWN HEREON IS WHOLLY WITHIN THE LANDS OF WIREGRASS RANCH, INC.

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	71°29'55"	1100.00	1372.67	1285.33	791.87	N 54°28'45"E

WIREGRASS RANCH

PROPOSED DRAINAGE/MITIGATION EASEMENT AT WIREGRASS

SCALE	DATE	DRAWN	CALC'D	CHECKED
1"=500'	2/26/04	R.E.D.	R.H.L.	R.H.L.
JOB No.	SECTION	TOWNSHIP	RANGE	
3109-301-000	28 & 29	28 SOUTH	20 EAST	

King

ENGINEERING ASSOCIATES, INC.
4821 MEMPHIS HIGHWAY
ONE MEMPHIS CENTRAL SUITE 300
TAMPA, FLORIDA 33634

PHONE 813-880-3481
FAX 813-880-9482
E-MAIL king@kingeng.com

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the
signature and the original raised seal of a Florida
licensed Surveyor and Mapper.

RICHARD H. LAWRENCE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.3250
CERTIFICATE OF AUTHORIZATION No. LB 2610

THIS IS NOT A SURVEY

SECTIONS 28 & 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Sections 28 & 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Beginning at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32; a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence S.89°46'18"E., a distance of 1,063.94 feet to a point of curvature; thence 1,372.67 feet along the arc of a tangent curve to the left, concave Northwesterly, having a radius of 1,100.00 feet, delta 71°29'55", chord bearing and distance N.54°28'45"E., 1,285.33 feet; thence S.75°14'58"E., a distance of 737.43 feet; thence S.02°14'18"E., a distance of 210.69 feet; thence S.34°14'03"E., a distance of 84.30 feet; thence S.00°00'00"W., a distance of 103.15 feet; thence S.43°44'49"W., a distance of 44.38 feet; thence S.00°57'59"W., a distance of 248.15 feet; thence S.45°30'18"E., a distance of 125.95 feet; thence S.39°10'55"E., a distance of 189.87 feet to the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33; thence N.89°34'44"W. a distance of 263.85 feet to the POINT OF BEGINNING.

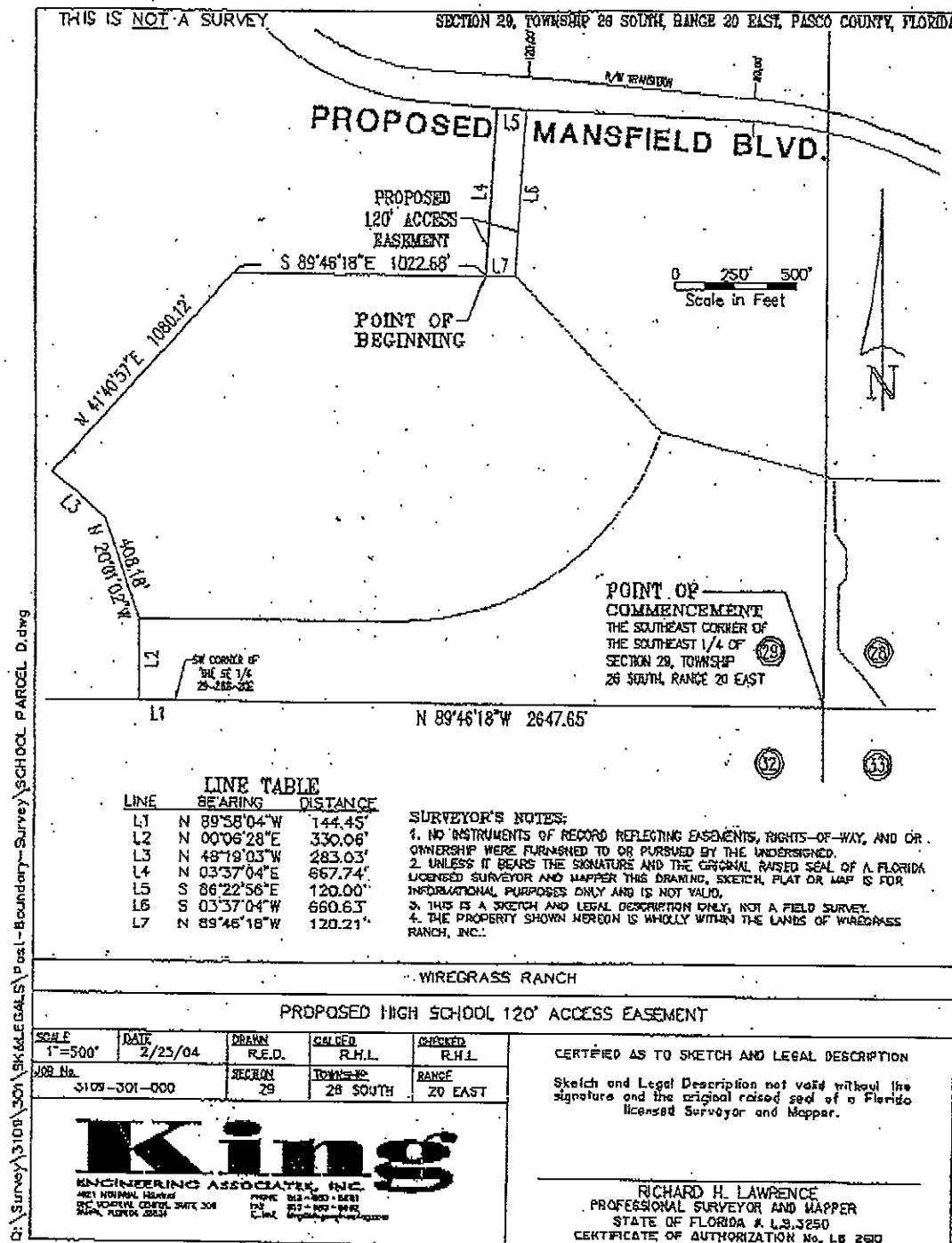
Containing 35.072 acres more or less.

WIREGRASS RANCH

PROPOSED DRAINAGE/MITIGATION EASEMENT AT WIREGRASS

King

ENGINEERING ASSOCIATES, INC.
 4011 W. 10th Street, Suite 100
 Tampa, Florida 33607
 Phone: 813-255-4444
 Fax: 813-255-4444
 Email: info@kingeng.com



THIS IS NOT A SURVEY

SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA

PARCEL DESCRIPTION:

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W., along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 1,080.12 feet; thence S.89°46'18"E., a distance of 1,022.68 feet for a POINT OF BEGINNING; thence N.03°37'04"E., a distance of 667.74 feet to the intersection of the proposed southerly right-of-way line of Mansfield Boulevard (120' R/W); thence S.86°22'56"E., along said right-of-way a distance of 120.00 feet; thence leaving said right-of-way S.03°37'04"W., a distance of 650.63 feet; thence N.89°46'18"W., a distance of 120.21 feet to the POINT OF BEGINNING.

Containing 1.830 acres more or less.

WIREGRASS RANCH

PROPOSED HIGH SCHOOL 120' ACCESS EASEMENT

King

ENGINEERING ASSOCIATES, INC.

4801 N. HAWTHORNE, SUITE 200
DADE COUNTY, FLORIDA 33134PHONE 305-200-0000
FAX 305-200-0000
E-MAIL kking@kingeng.com

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EXHIBIT O

WIREGRASS RANCH DRI NO. 260

**AGREEMENT WITH FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
DATED OCTOBER 8, 2004**

AGREEMENT REGARDING WIREGRASS RANCH DRI PROJECT
PURSUANT TO SECTION 380.032 (3), FLORIDA STATUTES
STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

THIS AGREEMENT is entered into by and between Pulte Home Corporation, its successors and assigns ("Pulte") and Goodman Properties, Inc., its successors and assigns ("Goodman") (Pulte and Goodman hereinafter collectively referred to as "Developers"), and the State of Florida, Department of Community Affairs ("DCA"), pursuant to Section 380.032(3), Florida Statutes.

Recitals

WHEREAS, pursuant to Section 380.031(18), Florida Statutes ("F.S."), DCA is the state land planning agency having the power and duty to exercise general supervision of the administration and enforcement of Chapter 380, F.S., which includes provisions relating to development of regional impact ("DRI"); and

WHEREAS, DCA is authorized pursuant to Section 380.032(3), F.S., to enter into agreements "necessary to effectuate the provisions and purposes" of Chapter 380, F.S., and this Agreement meets that statutory standard; and

WHEREAS, the Developers represent and state that:

A. Pulte previously has obtained local zoning approval from Pasco County, Florida, consistent with its local Comprehensive Plan, for a sub-DRI threshold development known as "Pulte S.R. 56 MPUD," pursuant to Pasco County, Florida, Rezoning Petition No. 6177, for the real property described on Exhibit A hereto.

B. Goodman previously has obtained local zoning approval from Pasco County, Florida, consistent with its local Comprehensive Plan, for a sub-DRI threshold development known as "Goodman S.R. 54 Commercial Project," pursuant to Pasco County, Florida, Rezoning Petition No. 6080, for the real property described on Exhibit B hereto.

C. Wiregrass Ranch, Inc. previously has obtained local zoning approval from Pasco County, Florida, consistent with its local Comprehensive Plan, for a sub-DRI threshold development known as "Wiregrass S.R. 56 Commercial Project," pursuant to Pasco County, Florida, Rezoning Petition No. 6079, for the real property described on Exhibit C hereto.

D. Pulte has acquired fee simple ownership to a portion of the Pulte S.R. 56 MPUD property, and the remainder thereof remains titled in Wiregrass Ranch, Inc.

E. Goodman is manager for the Goodman S.R. 54 Commercial Project, for First Chapel Value Associates, L.P., the fee simple owner thereof, and Goodman is manager for the Wiregrass S.R. 56 Commercial Project for Mountain Ventures Tampa, LLC, and Second Chapel Value Associates, L.P., the fee simple owners thereof (collectively the "Goodman Commercial Projects").

F. Pulte and Goodman are distinct and independent legal entities, and do not share any ownership, management, marketing or other business interests.

G. Based on the representations of the Developers herein the approved Goodman commercial projects and the Pulte residential MPUD project are not "physically proximate" to one another, pursuant to Section 380.0651(4), F.S., nor do they satisfy any of the criteria necessary to determine that there is a "unified plan of development" pursuant thereto, even if such physical proximity existed; therefore, there currently is no legal or factual basis to require "aggregation" of the separate and distinct sub-DRI threshold projects as a single development under Chapter 380, F.S.

H. In the absence of a voluntary Application for Development Approval of a DRI, the Pulte S.R. 56 MPUD, the Goodman S.R. 54 Commercial Project, and the Wiregrass S.R. 56 Commercial Project all could lawfully proceed, independent of each other and without DRI review, pursuant to their existing local zoning approvals, without review of any potential regional impacts which might result from the cumulative impact of said separate and distinct projects. (Maps identifying the locations of the three projects are included in Exhibits A, B and C).

I. Notwithstanding the foregoing, in order to procure further assurance from DCA that the three (3) sub-DRI threshold projects may proceed with site planning, permits, development authorizations, physical development, platting, marketing, and sale, lease or other disposition pursuant to the terms and conditions of the existing Pasco County, Florida, rezoning approvals, the Developers are willing and desire to enter into this Agreement, and to make the commitments and assurances set forth herein.

WHEREAS, DCA has determined that the purpose and intent of Chapter 380, F.S., would be fulfilled by authorizing the existing projects to proceed through physical development, marketing, and sale, lease or other disposition, in exchange for procurement of a binding commitment from the Developers to diligently proceed with an Application for Development Approval for a DRI project for the total geographic limits of Wiregrass Ranch, as hereinafter set forth. (A legal description for the Wiregrass Ranch property is attached as Exhibit G).

WHEREAS, DCA also has determined that the public interest would be served by this Agreement because the Pulte S.R. 56 MPUD requires, and is dependent upon, extension of State Road 56 eastward from Bruce B. Downs Blvd. (S.R. 581) to provide public right-of-way access for new public high school and public middle school sites which have been acquired by the Pasco County, Florida, School District, which roadway

otherwise is not publicly funded and could not be constructed for the schools' desired date of opening in August, 2006.

WHEREAS, DCA further has determined that the purpose and intent of Chapter 380, F.S., would be served by this Agreement, because the Developers herein are committed to include the cumulative, regional impacts of the projects into the ADA for analysis of the total mitigation necessary for the proposed DRI project, when otherwise, based upon the representations by Developers contained herein, DCA cannot compel aggregation of such impacts from the previously-approved projects.

NOW, THEREFORE, for and in consideration of the mutual covenants contained here, DCA and the Developers agree as follows:

1. The Developers assert and warrant that all of the representations and statements made by them in the recitals above and incorporated herein by reference are true, accurate, and complete. Based upon said representations and statements, DCA concludes that this Agreement is in the best interests of the State; it is in the best interests of the public; it is necessary and beneficial to DCA in its role as the state land planning agency with responsibility for administration and enforcement of Chapter 380, F.S.; and that it reasonably applies and effectuates the provisions and intent of Chapter 380, F.S.

2. The Pulte S.R. 56 MPUD, the Goodman S.R. 54 Commercial Project, and the Wiregrass S.R. 56 Commercial Project each are less than one hundred (100) percent of any applicable numerical guideline and standard contained in Section 380.0651, and Chapter 28-24, F.A.C. In addition, based upon the representations of Developers contained herein, the projects do not meet the criteria for aggregation as a single development project, pursuant to Section 380.0651(4), F.S. (A description of the currently approved development for these projects is included in Exhibits D, E and F).

3. Based upon the Developers' commitment to proceed diligently and in good faith with an ADA for DRI approval for the total Wiregrass Ranch project, as set forth herein, the Developers are hereby authorized and may complete site planning, permitting, physical development, marketing, and sale, lease or other disposition of the development projects to the extent and as authorized by the existing Pasco County, Florida, zoning approvals for the land set forth in Exhibits A, B, and C, respectively. Such development may proceed, subject to customary permitting by all agencies with jurisdiction, notwithstanding the filing and processing of the ADA for DRI approval, which will include said parcels of land.

4. Except for the levels of development previously authorized by Pasco County, Florida, for the Pulte S.R. 56 MPUD, the Goodman S.R. 54 Commercial Project, and the Wiregrass S.R. 56 Commercial Project, (see Exhibits D, E and F) no development as defined in Section 380.04, F.S., shall occur on the lands remaining in the ownership of Wiregrass Ranch, Inc. as of the date of this Agreement and not already committed to

public ownership by Pasco County, Florida, or the School District of Pasco County, Florida, until a final development order is approved for the total Wiregrass Ranch project, or this Agreement is amended to authorize such additional development.

5. Within three (3) months from the effective date of this Agreement, unless extended as provided by law, the Developers shall file an ADA for the total Wiregrass Ranch project, which shall include the lands described in Exhibits A, B, and C. All lands currently titled in Wiregrass Ranch, Inc., other than those already conveyed or under contract to Pasco County, Florida, or the Pasco County School District for public use, also shall be included in the ADA for DRI approval, as a single project. (Lands already conveyed or under contract to Pasco County, Florida, or the Pasco County School District for public use are identified in Exhibit H). In addition, although not to be included in the proposed DRI lands, the transportation analysis for the ADA shall include the regional impacts of the proposed community hospital proposed by East Pasco Medical Center, Inc., contiguous with the project, although said parcel is under independent ownership and will be developed and marketed independent from the Wiregrass Ranch DRI project.

6. The Developers shall be responsible for the mitigation of regional impacts arising from the Wiregrass Ranch DRI project, including the projects authorized herein, as identified during review of the ADA and as set forth in the final development order pursuant to Section 380.06, F.S.

7. Time is of the essence. Failure to timely file the ADA or otherwise diligently proceed in good faith to obtain a final development order, absent delay caused by review and comment agencies related thereto or absent an extension as provided by law, shall constitute a breach of this Agreement. In the event of a breach of this Agreement for failure to comply with any condition of this Agreement, or if this Agreement is based upon materially inaccurate information, DCA may terminate this Agreement or file suit to enforce this Agreement as provided in Sections 380.006 and 380.11, F.S.

8. Nothing in this Agreement shall constitute a waiver by DCA or the Developers of the right to appeal a Development Order pursuant to Section 380.07, F.S. In addition, in the event of any termination of this Agreement, nothing in this agreement shall preclude the Developers from completing development previously authorized for the lands set forth in Exhibits A, B, and C, pursuant to the terms and conditions thereof and the lawful permitting requirements of all agencies having jurisdiction thereof.

9. The restrictions and conditions of the final development order pursuant to Section 380.06, F.S., shall supersede any restrictions and conditions upon development that are set forth in this Agreement.

10. This Agreement affects the rights and obligations of the parties under Chapter 380, F.S. It is not otherwise intended to determine or influence the authority or decisions of any other state or local government or agency in the issuance of any other permits or approvals which might be required by state law or local ordinance,

independent from Chapter 380, F.S., for any development addressed by this Agreement. This Agreement shall not prohibit the Tampa Bay Regional Planning Council from subsequently reviewing or commenting on any regional issue that should be included in its report on the ADA for the total Wiregrass Ranch DRI.

11. The terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto. The Developers shall insure and provide that any successor-in-interest to any lands or parcels affected by this Agreement is bound by the terms and conditions of this Agreement. DCA has required the property owner, Wiregrass Ranch, Inc., to consent to and join in this Agreement, to the extent that it owns and controls part of the lands affected hereby.

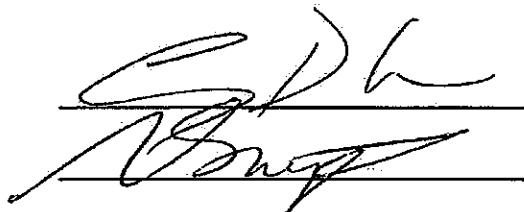
12. The Developers shall record notice of this Agreement in the Official Records of Pasco County, Florida, and shall provide DCA with a copy of the recorded notice, including the Book and Page number, within four (4) weeks after the date of execution of this Agreement.

13. The effective date shall be the date the last party hereto executes and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be signed and sealed by their respective duly authorized officers and officials.

WITNESSES:

State of Florida
Department of Community Affairs



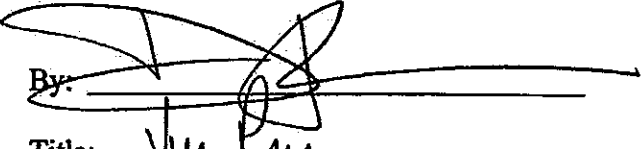
By: Valerie Hubbard
Title: Director, Division of
Community Planning

Approved as to form and legal sufficiency:


Attorney, Department of Community Affairs

Pulte Home Corporation,
a Michigan Corporation

Camela D. Manna
Linda B. Schuchman

By: 

Title: Vice Pres

Goodman Properties, Inc.,
a Delaware corporation

Carly A. Sears
John D. Salgado

By: Lauren A. Silvestri

Title: VICE PRESIDENT

Joinder and Consent By:
Wiregrass Ranch, Inc.,
a Florida corporation

William H. Foster
Robert W. Sams

By: William H. Foster

Title: President

STATE OF FLORIDA

COUNTY OF Leon

The foregoing instrument was acknowledged before me this 5th day of Oct, 2004, by Val Hubbard as Division Director of Department of Community Affairs, State of Florida. He/She is personally known to me or has produced _____ (type of identification) as identification.



(NOTARY SEAL)

[Signature]
Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Florida

Notarial Serial Number

STATE OF FLORIDA

COUNTY OF Pinellas

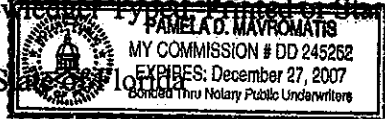
The foregoing instrument was acknowledged before me this 7th day of October, 2004, by David J. Evans as Vice President of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation. He/She is personally known to me or has produced FLDLE152170492960 (type of identification) as identification.

(NOTARY SEAL)

[Signature: Pamela D. Mavromatis]
Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Florida

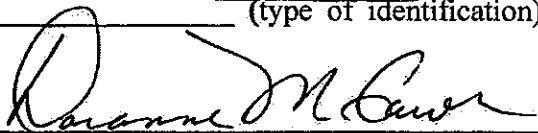


Notarial Serial Number

STATE OF FLORIDA

COUNTY OF Palm Beach

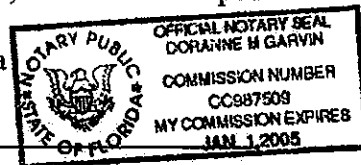
The foregoing instrument was acknowledged before me this 8th day of OCTOBER, 2004, by LAWRENCE A. SILVESTRI, as VICE PRESIDENT, of Goodman Properties, Inc., a Delaware corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.


Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

(NOTARY SEAL)

Notary Public, State of Florida

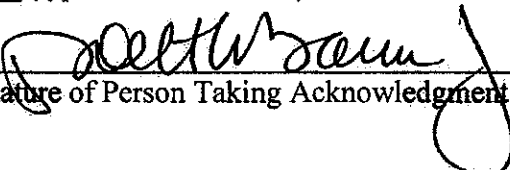


Notarial Serial Number

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7th day of OCTOBER, 2004, by William H. Porter, as PRESIDENT, of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.


Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

(NOTARY SEAL)

Notary Public, State of Florida

Notarial Serial Number



Robert L. Barnes, Jr.
MY COMMISSION # DD240580 EXPIRES
August 13, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

TABLE OF EXHIBITS

- Exhibit A: Legal Description and Map of Lands Approved for Pulte S.R. 56 MPUD
- Exhibit B: Legal Description and Map of Lands Approved for Goodman S.R. 54 Commercial Project
- Exhibit C: Legal Description and Map of Lands Approved for Wiregrass S.R. 56 Commercial Project
- Exhibit D: Description of Currently Approved Development for Pulte S.R. 56 MPUD
- Exhibit E: Description of Currently Approved Development for Goodman S.R. 54 Commercial Project
- Exhibit F: Description of Currently Approved Development for Wiregrass S.R. 56 Commercial Project
- Exhibit G: Legal Description of Wiregrass Ranch property
- Exhibit H: Description of Lands Already Conveyed or Under Contract to Pasco County, Florida, or the Pasco County School District for Public Use

LEGAL DESCRIPTION:

ALL THAT PORTION OF GOVERNMENT LOTS 3 & 4 IN SECTION 18, GOVERNMENT LOTS 1, 2 & 3 IN SECTION 19, AND GOVERNMENT LOT 4 IN SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST AND ALL THAT PORTION OF SECTIONS 17, 18, 19, 20, 21, 22, 27, 28, 29 AND 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, ALL IN PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF SECTION 30, AS A POINT OF COMMENCEMENT; THENCE ALONG THE SOUTH LINE OF SECTION 30, S.89°58'40"E., A DISTANCE OF 1,250.13 FEET TO A POINT OF BEGINNING; THENCE LEAVING SAID SECTION LINE, 177.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 3,505.00 FEET, DELTA 02°53'42", CHORD BEARING AND DISTANCE N.73°13'37"E., 177.09 FEET; THENCE N.00°29'34"E., A DISTANCE OF 479.20 FEET; THENCE 493.14 FEET ALONG THE ARC OF A NON TANGENT CURVE TO THE LEFT; HAVING A RADIUS OF 3,055.00 FEET, DELTA 09°14'56", CHORD BEARING AND DISTANCE N.64°16'13"E. 492.61 FEET TO A POINT OF TANGENCY; THENCE N.59°38'45"E., A DISTANCE OF 3,512.13 FEET TO A POINT OF CURVATURE; THENCE 1801.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT; HAVING A RADIUS OF 5,675.00 FEET, DELTA 18°11'36", CHORD BEARING AND DISTANCE N.50°32'57"E. 1,794.43 FEET TO A POINT OF TANGENCY; THENCE N.41°27'09"E., A DISTANCE OF 1,274.83 FEET; THENCE N.73°25'16"W., A DISTANCE OF 598.26 FEET; THENCE S.10°17'07"W., A DISTANCE OF 531.28 FEET; THENCE S.47°01'00"W., A DISTANCE OF 690.67 FEET; THENCE S.76°31'10"W., A DISTANCE OF 376.78 FEET; THENCE N.41°13'56"W., A DISTANCE OF 1,654.20 FEET; THENCE N.90°00'00"W., A DISTANCE OF 352.43 FEET; THENCE N.32°47'12"W., A DISTANCE OF 2,189.82 FEET; THENCE S.84°22'35"W., A DISTANCE OF 975.53 FEET; THENCE N.75°20'58"W., A DISTANCE OF 1,020.33 FEET; THENCE S.83°07'00"W., A DISTANCE OF 849.31 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD, A 200' R/W AS IT NOW EXISTS); THENCE N.00°29'34"E., ALONG SAID RIGHT OF WAY, A DISTANCE OF 1,743.53 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE S.89°30'26"E., A DISTANCE OF 307.27 FEET TO A POINT OF CURVATURE; THENCE 611.79 FEET ALONG THE ARC OF A CURVE TO THE LEFT; HAVING A RADIUS OF 2,430.00 FEET, DELTA 14°25'30", CHORD BEARING AND DISTANCE N.83°16'49"E. 610.18 FEET TO A POINT OF TANGENCY; THENCE N.76°04'04"E., A DISTANCE OF 678.78 FEET; THENCE N.39°09'22"W., A DISTANCE OF 551.66 FEET; THENCE N.89°30'26"W., A DISTANCE OF 768.00 FEET; THENCE N.00°29'34"E., A DISTANCE OF 630.00 FEET; THENCE N.89°30'26"W., A DISTANCE OF 450.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD, A 200' R/W AS IT NOW EXISTS); THENCE N.00°29'34"E., ALONG SAID RIGHT OF WAY, A DISTANCE OF 2,136.59 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE S.89°56'28"E., A DISTANCE OF 2,772.88 FEET; THENCE N.00°36'54"E., A DISTANCE OF 1,095.05 FEET; THENCE S.89°56'28"E., A DISTANCE OF 1,841.27 FEET; THENCE S.00°16'10"W., A DISTANCE OF 340.00 FEET; THENCE S.89°56'28"E., A DISTANCE OF 635.00 FEET; THENCE N.89°55'00"E., A DISTANCE OF 688.17 FEET; THENCE S.09°16'19"E., A DISTANCE OF 1,380.38 FEET TO A POINT OF CURVATURE; THENCE 770.76 FEET ALONG THE ARC OF A CURVE TO THE RIGHT; HAVING A RADIUS OF 1,930.00 FEET, DELTA 22°52'53", CHORD BEARING AND DISTANCE S.02°10'08"W. 765.65 FEET TO A POINT OF TANGENCY; THENCE S.13°36'34"W., A DISTANCE OF 1,044.29 FEET; THENCE S.80°39'41"W., A DISTANCE OF 1,212.96 FEET; THENCE S.13°41'13"E., A DISTANCE OF 889.73 FEET; THENCE S.38°33'25"W., A DISTANCE OF 301.07 FEET; THENCE N.83°58'57"W., A DISTANCE OF 642.32 FEET; THENCE S.13°19'24"E., A DISTANCE OF 1,901.85 FEET; THENCE N.90°00'00"E., A DISTANCE OF 1,306.43 FEET TO A POINT OF CURVATURE; THENCE 1,055.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT; HAVING A RADIUS OF 3,540.00 FEET, DELTA 17°04'50", CHORD BEARING AND DISTANCE S.24°01'00"E. 1,051.41 FEET TO A POINT OF A COMPOUND CURVE; THENCE 660.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT; HAVING A RADIUS OF 1,500.00 FEET, DELTA 25°14'24", CHORD BEARING AND DISTANCE S.45°10'36"E. 655.45 FEET TO A POINT OF TANGENCY; THENCE S.57°47'48"E., A DISTANCE OF 505.26 FEET; THENCE N.41°27'09"E., A DISTANCE OF 185.04 FEET TO A POINT OF CURVATURE; THENCE S.322.63 FEET ALONG THE ARC OF A CURVE TO THE RIGHT; HAVING A RADIUS OF 3,225.00 FEET, DELTA 57°17'21", CHORD BEARING AND DISTANCE N.70°05'50"E. 3,091.97 FEET TO A POINT; THENCE LEAVING SAID CURVE N.00°22'09"E., A DISTANCE OF 1,866.96 FEET; THENCE N.00°26'18"E., A DISTANCE OF 143.90 FEET; THENCE N.89°56'38"E., A DISTANCE OF 330.01 FEET; THENCE S.89°35'53"E., A DISTANCE OF 2,668.34 FEET; THENCE N.00°13'34"E., A DISTANCE OF 904.37 FEET; THENCE S.89°32'37"E., A DISTANCE OF 2,660.74 FEET TO THE EAST LINE OF SECTION 21; THENCE ALONG SAID LINE S.00°04'09"W., A DISTANCE OF 1,374.29 FEET; THENCE S.00°03'53"W., A DISTANCE OF 708.28 FEET; THENCE LEAVING SAID LINE S.89°53'05"E., A DISTANCE OF 269.81 FEET; THENCE S.00°03'53"W., A DISTANCE OF 1,599.71 FEET; THENCE S.00°17'16"W., A DISTANCE OF 814.78 FEET; THENCE N.89°56'37"W., A DISTANCE OF 269.92 FEET; THENCE N.89°42'49"W., A DISTANCE OF 1,607.04 FEET TO A POINT OF CURVATURE; THENCE 1,082.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT; HAVING A RADIUS OF 3,175.00 FEET, DELTA 19°32'11", CHORD BEARING AND DISTANCE N.79°56'43"W. 1,077.36 FEET TO A POINT; THENCE LEAVING SAID CURVE S.00°04'47"W., A DISTANCE OF 481.27 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE 542.51 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,925.00 FEET, DELTA 7°55'10", CHORD BEARING AND DISTANCE N.69°27'11"W., 542.08 FEET; THENCE N.65°29'36"W., A DISTANCE OF 2,102.50 FEET TO A POINT OF CURVATURE; THENCE 3,283.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,575.00 FEET, DELTA 73°03'15", CHORD BEARING AND DISTANCE S.77°58'47"W., 3,065.29 FEET; THENCE S.41°27'09"W., A DISTANCE OF 1,795.79 FEET TO A POINT OF CURVATURE; THENCE 2,008.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 6,325.00 FEET, DELTA 18°11'36", CHORD BEARING AND DISTANCE S.50°32'57"W. 1,999.96 FEET; THENCE S.59°38'45"W., A DISTANCE OF 3,512.13 FEET TO A POINT OF CURVATURE; THENCE 400.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 3,705.00 FEET, DELTA 06°11'56", CHORD BEARING AND DISTANCE S.62°44'43"W., 400.65 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 30; THENCE N.89°58'40"W., ALONG SAID LINE, A DISTANCE OF 589.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,506.473 ACRES, MORE OR LESS.

EXHIBIT A-1
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

PREPARED BY:

King
ENGINEERING ASSOCIATES, INC.

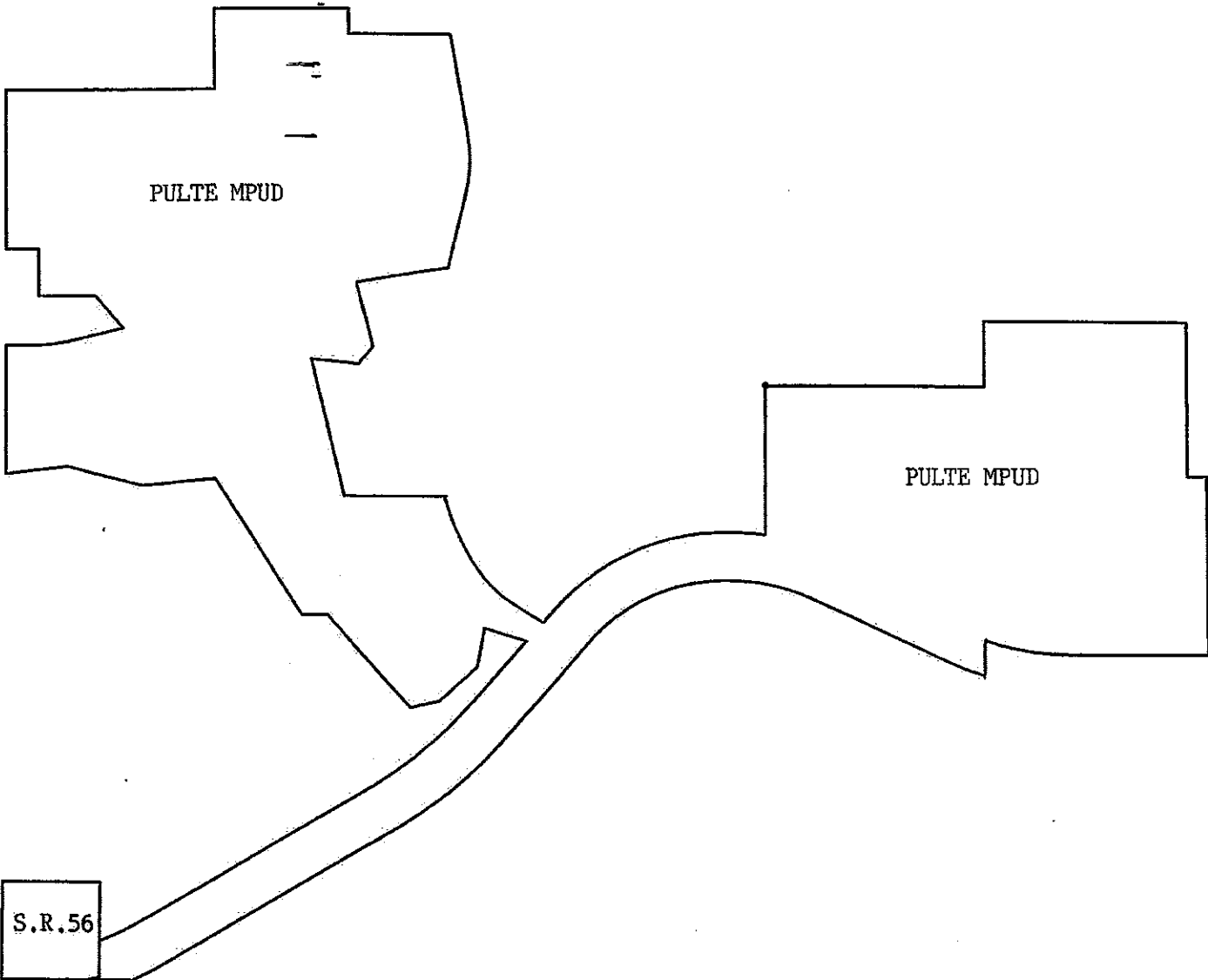
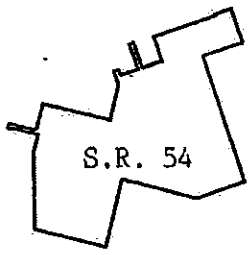
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
ENGINEERING LICENSE #00002510

PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

				JOB NO
				3109-301-000
				DATE
				10-01-04
				SCALE
				NTS
				DRAWN BY
				BAB
NO	DATE	DESCRIPTION	APPROVED BY	



			JOB NO
			3109-301-000
			DATE
			10-01-04
			SCALE
			N T S
			DRAWN BY
			BAB
NO	DATE	DESCRIPTION	APPROV'D



PROJECT MAP
EXHIBIT
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

PREPARED BY:

King
ENGINEERING ASSOCIATES, INC.
4001 W. HIGHLAND BOULEVARD
SUITE 200, DUNEDIN, FLORIDA 33515
PHONE: 813-291-1881
FAX: 813-291-1882
E-MAIL: king@kingeng.com

DATE	2009-10-05
BY	J. J. King
CHECKED BY	J. J. King
SCALE	AS SHOWN
PROJECT NO.	09-001
PROJECT NAME	WIREGRASS RANCH
PROJECT LOCATION	PASCO COUNTY, FLORIDA
PROJECT DESCRIPTION	PROJECT MAP
PROJECT STATUS	IN PROGRESS
PROJECT OWNER	PULTE
PROJECT CONTACT	JOHN KING
PROJECT PHONE	813-291-1881
PROJECT FAX	813-291-1882
PROJECT E-MAIL	king@kingeng.com

PARCEL DESCRIPTION

ALL THAT PORTION OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST AND THAT PORTION OF GOVERNMENT LOT 3, SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, ALL BEING IN PASCO COUNTY, FLORIDA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 7, THENCE ALONG THE WEST BOUNDARY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7, S.00°21'10"W., A DISTANCE OF 37.66 FEET TO THE CENTERLINE OF STATE ROAD 54 AS IT IS NOW ESTABLISHED; THENCE ALONG THE SAID CENTERLINE OF STATE ROAD 54, S.77°26'34"E., A DISTANCE OF 445.30 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID CENTERLINE, 1028.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1909.86 FEET, DELTA 30°52'10", CHORD AND BEARING OF N.87°07'21"E, 1016.58 FEET; THENCE LEAVING SAID CENTERLINE, S.18°18'44"E., A DISTANCE OF 50.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 THE FOLLOWING FOUR (4) COURSES: (1) N.71°41'16"E., A DISTANCE OF 83.51 FEET; (2) N.71°41'16"E., A DISTANCE OF 706.15 FEET; (3) S.18°18'44"E., A DISTANCE OF 10.00 FEET; (4) N.71°41'16"E., A DISTANCE OF 265.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE N.71°41'16"E., A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'44"E., A DISTANCE OF 310.00 FEET; THENCE N.71°41'16"E., A DISTANCE OF 245.00 FEET; THENCE N.18°18'44"W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 54; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N.71°41'16"E., A DISTANCE OF 768.33 FEET; (2) N.18°18'44"W., A DISTANCE OF 20.00 FEET; (3) N.71°41'16"E., A DISTANCE OF 204.04 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.18°18'44"E., A DISTANCE OF 419.71 FEET; THENCE S.71°41'16"W., A DISTANCE OF 500.65 FEET; THENCE S.18°18'44"E., A DISTANCE OF 1,525.16 FEET; THENCE S.71°41'16"W., A DISTANCE OF 612.96 FEET; THENCE N.75°21'53"W., A DISTANCE OF 880.25 FEET; THENCE S.14°38'07"W., A DISTANCE OF 801.57 FEET; THENCE N.75°21'53"W., A DISTANCE OF 828.52 FEET; THENCE N.00°00'08"E., A DISTANCE OF 904.88 FEET; THENCE N.14°38'07"E., A DISTANCE OF 201.76 FEET; THENCE N.75°21'53"W., A DISTANCE OF 292.94 FEET; THENCE S.14°38'07"W., A DISTANCE OF 10.00 FEET; THENCE N.75°21'53"W., A DISTANCE OF 60.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 581 (BRUCE B. DOWNS BOULEVARD) (AN EXISTING 200' R/W); THENCE N.14°37'47"E., ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 55.99 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE S.75°21'53"E., A DISTANCE OF 82.00 FEET; THENCE S.66°23'32"E., A DISTANCE OF 38.47 FEET; THENCE S.75°21'53"E., A DISTANCE OF 177.94 FEET; THENCE N.55°38'40"E., A DISTANCE OF 30.48 FEET; THENCE N.14°38'07"E., A DISTANCE OF 296.50 FEET; THENCE S.75°21'53"E., A DISTANCE OF 791.03 FEET; THENCE N.14°38'07"E., A DISTANCE OF 416.32 FEET; THENCE N.18°18'44"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'18"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'44"E., A DISTANCE OF 65.00 FEET; THENCE N.71°41'16"E., A DISTANCE OF 207.00 FEET; THENCE N.18°18'44"W., A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 82.601 ACRES, MORE OR LESS

EXHIBIT B-1 WIREFRASS RANCH PASCO COUNTY, FLORIDA

PREPARED BY:

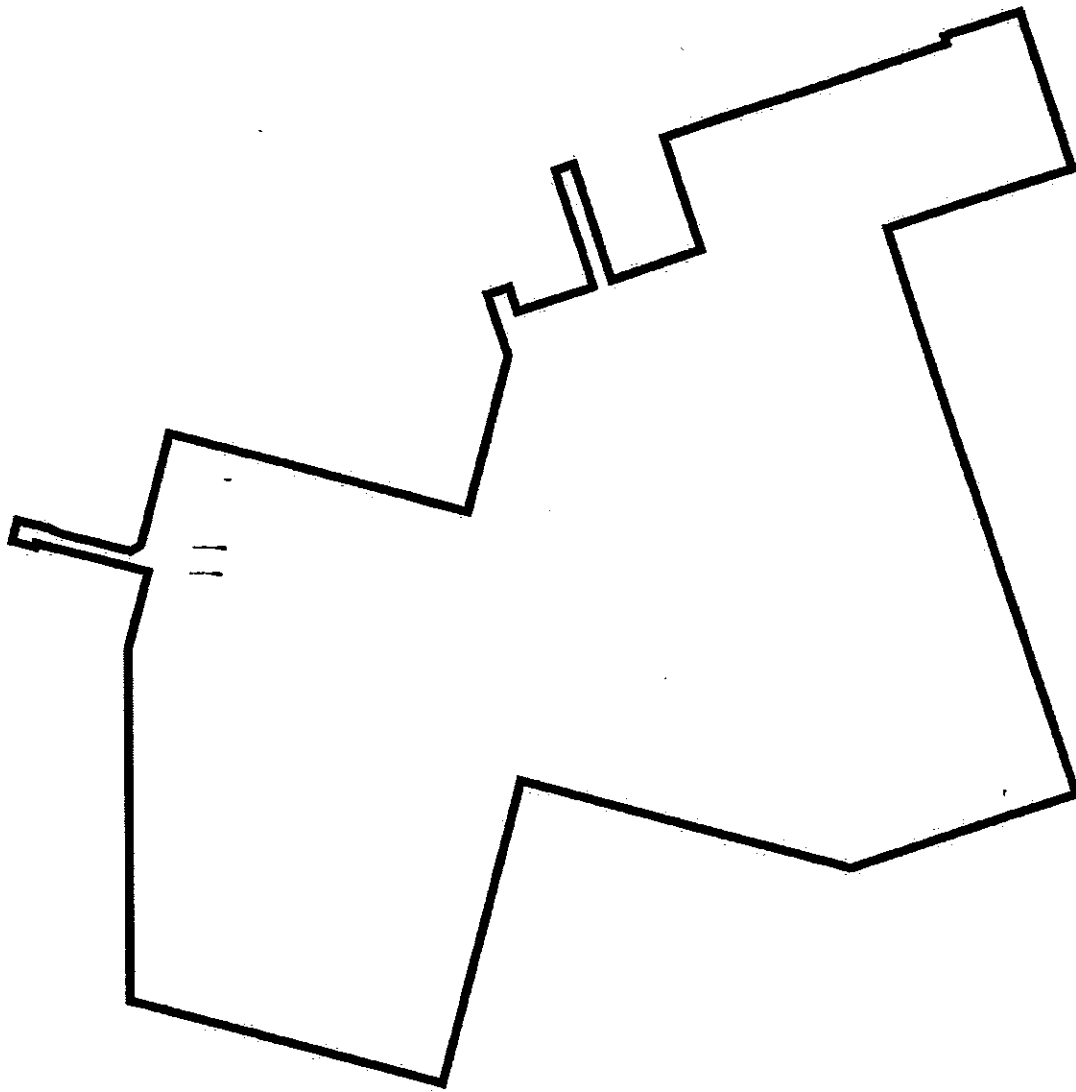
King

ENGINEERING ASSOCIATES, INC.

4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAUPE, FLORIDA 33634
ENGINEERING LICENSE #00002610

PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

		JOB NO	
		3109-301-000	
		DATE	
		10-01-04	
		SCALE	
		N.T.S.	
		DRAWN BY	
		BAB	
NO	DATE	DESCRIPTION	APP'D BY



N.T.S.

EXHIBIT B-2 WIREGRASS RANCH PASCO COUNTY, FLORIDA

PREPARED BY:

King

ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
ENGINEERING LICENSE #00002610
PHONE 813 • 860 • 8881
FAX 813 • 860 • 8882
E-MAIL king@kingengineering.com

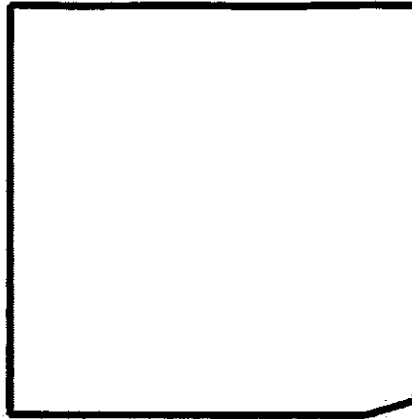
				JOB NO
				3109-301-000
				DATE
				10-01-04
				SCALE
				N.T.S.
				DRAWN BY
				BAB
NO	DATE	DESCRIPTION	APP'D BY	

§

PULTE MPUD

EXHIBIT
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

[illegible]



LEGAL DESCRIPTION:

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

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S89°58'40"E, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD - A 200' R/W) FOR A POINT OF BEGINNING; THENCE N00°29'34"E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 581, A DISTANCE OF 1320.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S89°58'40"E, A DISTANCE OF 1320.00 FEET; THENCE S00°29'34"W, A DISTANCE OF 1268.83 FEET TO THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 56; THENCE 177.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3505.00 FEET, DELTA 02°53'42", CHORD AND BEARING OF S73°13'37"W, 177.09 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE WITH THE SOUTHERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE N89°58'40"W ALONG SAID SOUTHERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 1150.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.902 ACRES, MORE OR LESS

EXHIBIT C WIREGRASS RANCH PASCO COUNTY, FLORIDA

PREPARED BY:

King

ENGINEERING ASSOCIATES, INC.

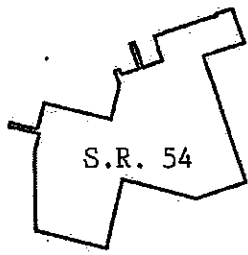
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TAMPA, FLORIDA 33634
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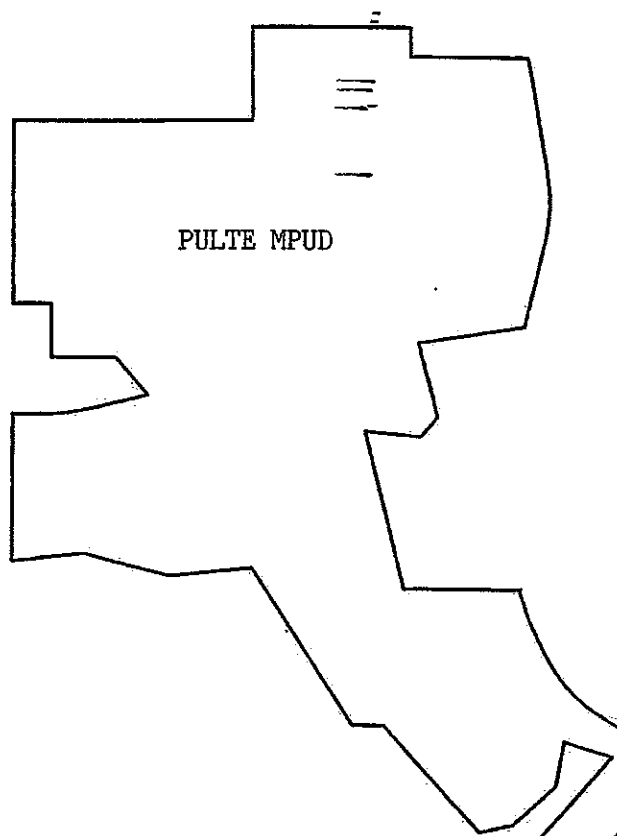


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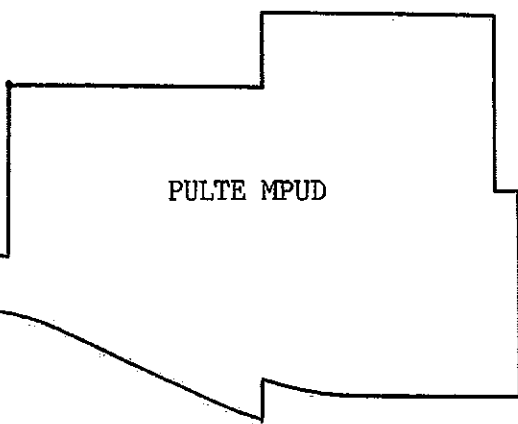
		JOB NO	
		3109-301-000	
		DATE	
		10-01-04	
		SCALE	
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		DRAWN BY	
		BAB	
NO.	DATE	DESCRIPTION	APPROVED BY



S.R. 54



PULTE MPUD



PULTE MPUD



S.R. 56

PROJECT MAP
EXHIBIT
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

PREPARED BY:

King	
ENGINEERING ASSOCIATES, INC.	
201 W. 1st Street, Suite 200 Tampa, Florida 33602 Phone: (813) 251-1234 Fax: (813) 251-1235 E-Mail: kingengr@earthlink.net	
DATE	2003-10-02
BY	20-01-03
FOR	20-01-03
BY	20-01-03
FOR	20-01-03

ZONING PETITION REVIEW REPORT

PETITION #6177

Commission District #2

Planning Commission
Hearing Date: 4/13/04

Board of County Commissioners
Hearing Date: 4/27/04, DC

TAZ #179, 180, and 241

PETITION SUMMARY:

Petition No. 6177 in the names of Wiregrass Ranch, Inc., et al./Pulte S.R. 56 MPUD Master Planned Unit Development has been filed for a change in zoning from R-2 Low Density Residential, R-3 Medium Density Residential, and A-C Agricultural Districts to an MPUD Master Planned Unit Development District. The property is located on the east side of Bruce B. Downs Blvd. (S.R. 581), approximately one mile north of the intersection of S.R. 56 and Bruce B. Downs Blvd. (S.R. 581) and on the north side of the proposed S.R. 56 extension (portions of Sections 17, 18, 19, 20, 21, 22, 27, 28, 29, and 30; Township 26 South; Range 20 East, Pasco County, Florida) and contains 1,506.47 acres, m.o.l.

Project Name:	Pulte S.R. 56
Developers' Names:	Wiregrass Ranch, Inc., and Double A Ranch, LLC
Future Land Use Classifications:	RES-3 (Residential - 3 du/ga) and MU (Mixed Use)
Water/Sewage:	Pasco County (Central)
No. of Dwelling Units:	1,999
Types of Dwelling Units:	Single-Family Attached, Single-Family Detached, Multi-family, Villas, and Duplexes
Commercial Acres/Square Feet:	Golf Course and Recreational/Clubhouse

The surrounding zoning districts and land uses are as follows:

	<u>Zoning District</u>	<u>Land Use</u>
North:	A-C Agricultural; R-2 Low Density Residential	Undeveloped
East:	MPUD Master Planned Unit Development	Undeveloped
South:	A-C Agricultural	Undeveloped
West:	MPUD Master Planned Unit Development; C-2 General Commercial	Bruce B. Downs Blvd. (S.R. 581); Undeveloped; Seven Oaks Subdivision

FINDINGS OF FACT:

1. The developers are requesting to rezone approximately 1,506.5 acres of A-C Agricultural, R-2 Low Density Residential, and R-3 Medium Density Residential properties to MPUD Master Planned Unit Development to allow 1,999 units/lots for single-family attached, single-family detached, multifamily, villas, and duplexes.
2. The developers are also requesting a variance from the Land Development Code as provided for in Section 522.4.D. Variance, as follows:

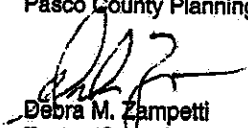
Section 615, Off-Street Parking, Loading, and Unloading Regulations.

3. On September 18, 2001, the Board of County Commissioners approved Rezoning Petition No. 5827, rezoning approximately 150 acres from A-C Agricultural to R-3 Medium Density

EXHIBIT "A"

ZONING PETITION REVIEW REPORT

TO: Pasco County Planning Commission PETITION #6177

FROM:  Debra M. Zampetti
Zoning/Code Compliance Administrator Commission District #2
Planning Commission
Hearing Date: 4/13/04

SUBJECT: Rezoning Request Board of County Commissioners
South Central Pasco County Hearing Date: 4/27/04, DC

APPLICANT: WIREGRASS RANCH, INC., ET AL./ TAZ #179, 180, and 241
PULTE S.R. 56 MPUD MASTER
PLANNED UNIT DEVELOPMENT

PETITION SUMMARY:

Petition No. 6177 in the names of Wiregrass Ranch, Inc., et al./Pulte S.R. 56 MPUD Master Planned Unit Development has been filed for a change in zoning from R-2 Low Density Residential, R-3 Medium Density Residential, and A-C Agricultural Districts to an MPUD Master Planned Unit Development District. The property is located on the east side of Bruce B. Downs Blvd. (S.R. 581), approximately one mile north of the intersection of S.R. 56 and Bruce B. Downs Blvd. (S.R. 581) and on the north side of the proposed S.R. 56 extension (portions of Sections 17, 18, 19, 20, 21, 22, 27, 28, 29, and 30; Township 26 South; Range 20 East, Pasco County, Florida) and contains 1,506.47 acres, m.o.l.

Project Name:	Pulte S.R. 56
Developers' Names:	Wiregrass Ranch, Inc., and Double A Ranch, LLC
Future Land Use Classifications:	RES-3 (Residential - 3 du/ga) and MU (Mixed Use)
Water/Sewage:	Pasco County (Central)
No. of Dwelling Units:	1,999
Types of Dwelling Units:	Single-Family Attached, Single-Family Detached, Multi-family, Villas, and Duplexes
Commercial Acres/Square Feet:	Golf Course and Recreational/Clubhouse

The surrounding zoning districts and land uses are as follows:

	<u>Zoning District</u>	<u>Land Use</u>
North:	A-C Agricultural; R-2 Low Density Residential	Undeveloped
East:	MPUD Master Planned Unit Development	Undeveloped
South:	A-C Agricultural	Undeveloped
West:	MPUD Master Planned Unit Development; C-2 General Commercial	Bruce B. Downs Blvd. (S.R. 581); Undeveloped; Seven Oaks Subdivision

FINDINGS OF FACT:

- The developers are requesting to rezone approximately 1,506.5 acres of A-C Agricultural, R-2 Low Density Residential, and R-3 Medium Density Residential properties to MPUD Master Planned Unit Development to allow 1,999 units/lots for single-family attached, single-family detached, multifamily, villas, and duplexes.
- The developers are also requesting a variance from the Land Development Code as provided for in Section 522.4.D, Variance, as follows:

Section 615, Off-Street Parking, Loading, and Unloading Regulations.
- On September 18, 2001, the Board of County Commissioners approved Rezoning Petition No. 5827, rezoning approximately 150 acres from A-C Agricultural to R-3 Medium Density

Residential. The remainder of the proposed development retains its original rezoning of A-C Agricultural and R-2 Low Density Residential.

4. Presently, the subject site is vacant with orange groves.
5. The subject property is located in Flood Zones "A" and "X," and development in the area designated Zone "A" is subject to the requirements of the Land Development Code, Article 700, Flood Damage Prevention.
6. The surrounding area is characterized by residential development.
7. Access to the site is from Bruce B. Downs Blvd. (S.R. 681) which is a two-lane arterial roadway which has 200 feet of existing right-of-way and Chancey Road, a proposed, four-lane divided, collector roadway with 140 feet of right-of-way as approved by the Board on February 24, 2004, on the **Chancey Parkway Route Study prepared by Reynolds, Smith and Hills, Inc.**

Access will also be provided by proposed S.R. 56, an arterial roadway with 250 feet of right-of-way.
8. Based on information provided by the Pasco County Geodetic Mapping Section, the site contains 228.32 acres designated MU (Mixed Use) and 1,278.16 acres designated RES-3 (Residential - 3 du/ga). Approximately 277.68 acres are jurisdictional. The maximum number of residential units allowed on the site, based on a ten percent density credit for upland acreage is 9,597.
9. Water and sewer to be provided by Pasco County.
10. The proposed request is consistent with Article 300, Subsection 303.2(E)1, Criteria and Standards to be Considered in Review of Applications for Zoning Amendments, of the Pasco County Land Development Code, and with the applicable provisions of the Pasco County Comprehensive Plan, October 2000.

VARIANCE REQUEST:

The developers have requested a variance from the provisions of the Land Development Code to be considered as a part of the MPUD Master Planned Unit Development rezoning application:

1. Section 615, Off-Street Parking, Loading, and Unloading Regulations:

Section 615.1.A, General Regulations, which, if granted, would allow the developers to parallel park along Types 1, 2, 3, and 4 roadways.

The applicants state, "Roadway designs shall comply with Land Development Code requirements with the addition of a 9' parallel parking lane adjacent to the minimum travel lane widths required for each type of roadway."
2. Staff has reviewed the developers' request and recommends approval to allow parallel parking along the roadways.

STAFF RECOMMENDATION:

Approval with Conditions

CONDITIONS:

See attachment.

DEVELOPMENT REVIEW COMMITTEE ACTION (3/25/04):

Approval with Conditions

PLANNING COMMISSION ACTION:

Approval of Staff Recommendation with Amended Conditions

AMENDED CONDITIONS:

4. All wetlands and adjoining buffer, conservation/preservation areas, and wildlife habitat/corridor areas shall be placed under a perpetual conservation easement in favor of and at no cost to

Pasco County. Prior to preliminary plan/preliminary site plan submittal, the developers shall submit one copy of the ~~executed and recorded conservation easement in a form acceptable to the County Attorney's office to the Pasco County Development Review Division (DRD) and one copy of the same to the Pasco County Biologist.~~ All conservation easement areas shall be depicted as an overlay on the preliminary plan/preliminary site plan and construction plan.

7. The developers shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association in the form of a nonprofit corporation registered with the Secretary of State, State of Florida, (Association) or, if approved by the Board, a Community Development District (CDD), that encompasses the entire boundaries of the MPUD Master Planned Unit Development except for any real property to be conveyed to the County or the District School Board of Pasco County. The developers shall convey in fee simple to the Association or the CDD, for ownership and maintenance, all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, ~~preservation/conservation areas,~~ and other special purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the Association as well, but only to the CDD if such special power pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All such conveyances required by this condition shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, Association or CDD documents, including Articles of Incorporation with proof of being filed with the Secretary of State, State of Florida, restrictive covenants, and all exhibits, shall be submitted to the Pasco County Engineering Services Director for review and approval along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the Association or the CDD. The impact fee credits for improvements or dedications shall go to the Association or the CDD which funded such improvements as applicable.
40. Attached hereto and incorporated herein as Exhibit "DC" is a letter dated January 21, 2004, from Tampa Bay Water outlining stormwater drainage and discharge conditions which are hereby incorporated into these conditions of approval as if set forth herein.
41. The residential design standards are as identified in the supporting land use classification standards attached as Exhibits "A" and "B" ~~and "C"~~. In addition, the following shall apply:
 - a. Provided the specific communities and product types are developed, the standards set forth in Exhibits "A" and "B" ~~and "C"~~ shall apply. Otherwise, the requirements of the closest conforming zoning district shall apply.

BOARD OF COUNTY COMMISSIONERS ACTION:

Approval of Planning Commission Recommendation with Amended Conditions

AMENDED CONDITIONS:

1. Village 1: Traditional Neighborhood Community Products*

The lot size, dimensions, setbacks, height restrictions, street and alley-way dimensions, lot coverage, and other standards for the proposed traditional neighborhood development community shall be consistent with the Traditional Neighborhood Development Guidelines, March 2004, formulated by the County's Traditional Neighborhood Development Task Force Committee. ~~If, as hereafter amended or modified, unless directed otherwise by the Development Review Committee and approved by the Board of County Commissioners in connection with review of the preliminary site plan. The preliminary site plan must be approved by the Board of County Commissioners if the developers intend to use the said guidelines or an amended or modified version of the said guidelines. In that case, the Development Review Committee could make a recommendation to the Board of County Commissioners.~~ In the event Pasco County has adopted a traditional neighborhood development ordinance prior to preliminary plan approval for this MPUD Master Planned Unit Development, then the requirements of the such traditional neighborhood development ordinance shall supersede the above-referenced standards.

*To be used as a guide only.

CONDITIONS:

See Attachment

**PULTE S.R. 56
MASTER PLANNED UNIT DEVELOPMENT
CONDITIONS OF APPROVAL
REZONING PETITION NO. 6177**

Master Development Plans

1. Development shall be in accordance with the application, plans, and information submitted November 13, 2003, unless otherwise stipulated or modified herein.
2. The developers shall submit, within 45 days of the Board of County Commissioners approval, or prior to the first preliminary plan/preliminary site plan submittal, whichever occurs first, 20 sets of the revised MPUD Master Planned Unit Development Plan to the Pasco County Growth Management Department, for review and approval, that addresses all applicable conditions set forth and the following specific instructions:

Instructions

- a. ~~Revise the traditional neighborhood community's rear-yard setback on the schedule of lot dimensions to 15 feet.~~
- b. Revise the schedule of lot dimensions chart for all communities to conform to the revised standards set forth on Exhibits "A" and "B" hereto; provided however, that the said lot standards are specifically limited to the specific community and product types specified on Exhibits "A" and "B." Furthermore, in the event any part or all of any community within the MPUD Master Planned Unit Development is utilized for a product type other than as specified on Exhibits "A" and "B," then in such event, the lot area setbacks and principal and accessory coverage shall be in accordance with the closest conforming zoning district.

Open Space/Buffering

3. Wetlands (conservation/preservation areas) shall be as defined by the Pasco County Comprehensive Plan, Chapter 3, Conservation Element, Wetlands, Policy 2.7.3, and shown on all preliminary plans/preliminary site plans and construction plans/construction site plans. Jurisdictional boundaries shall be delineated in accordance with the responsible regulatory agency; i.e., the Southwest Florida Water Management District, the Florida Department of Environmental Protection, or the Army Corps of Engineers. These boundaries may be adjusted following appropriate permit approval and shall be shown on each preliminary plan/preliminary site plan and platted as conservation/preservation areas. Removal, encroachment, alteration, or development within wetlands shall be in accordance with the Pasco County Comprehensive Plan, Chapter 3, Conservation Element, Wetlands, Policy Nos. 2.7.3, 2.7.5, and 2.7.6; however, no removal, encroachment, or development shall be permitted with any wetland used to obtain density credit pursuant to the Comprehensive Plan. All permits for encroachments, alterations, or development within Category I wetlands shall be obtained and submitted to Pasco County prior to construction plan/construction site plan approval.
4. All wetlands and adjoining buffer, conservation/preservation areas, and wildlife habitat/corridor areas shall be placed under a perpetual conservation easement in favor of and at no cost to Pasco County. Prior to preliminary plan/preliminary site plan submittal, the developers shall submit one copy of the executed and recorded conservation easement in a form acceptable to the County Attorney's office to the Pasco County Development Review Division (DRD) and one copy of the same to the Pasco County Biologist. All conservation easement areas shall be depicted as an overlay on the preliminary plan/preliminary site plan and construction plan.
5. The developers have submitted an environmental/habitat study which has been reviewed by Pasco County on March 18, 2004, and the following conditions shall apply:
 - a. Prior to the first preliminary plan/preliminary site plan approval, the applicants shall complete a Southeastern American Kestrel survey during the breeding season (May–August) in all Class I habitats throughout the proposed development.
 - b. If clearing and grubbing and/or construction have not commenced within the May–August breeding season, a survey shall be conducted prior to ground clearing or construction. The applicants shall submit the final survey report to the Pasco County Growth Management Department and the Florida Fish and Wildlife Conservation Commission (FFWCC) for review, recommendations, and approval as appropriate.
 - c. Prior to the first preliminary plan/preliminary site plan approval, the applicants shall complete a Sherman's Fox Squirrel breeding season survey in accordance with the FFWCC guidelines in the general area of the Live Oak Hammock in grids "T21-23" and "W21-23." The applicants shall submit the final survey report to the Pasco County Growth Management Department and the FFWCC for review, recommendations, and approval as appropriate.

- d. Prior to the first preliminary plan/preliminary site plan approval the applicants shall complete a Gopher Tortoise survey in accordance with the FFWCC guidelines and forward this report to the FFWCC and the Pasco County Growth Management Department for review, recommendations, and approval as appropriate.
 - e. As part of the development and to be shown on all preliminary plan/preliminary site plans and platted as a tract, the applicants shall provide 15-foot minimum, 25-foot average upland buffers landward of all Pasco County Category I wetlands. Consideration shall be given to the promotion of continuity within the landscape and the prevention of habitat fragmentation through this development and future continuity to off-site natural systems.
 - f. The applicants shall consider preservation of Category II wetlands with an appropriate buffer to be a minimum of 15 feet, 25-foot average to allow for continued habitation of the Blue Butterwort in the areas designated as wet, prairie-associated marsh systems and the Hooded Pitcher Plant populations in the Category II Grid "H25." The buffers are to be shown on all preliminary plan/preliminary site plans and platted as a tract.
6. The developers have submitted an Archaeological/Historical Survey, which was reviewed and found acceptable by Pasco County on February 20, 2004. Although no archaeological sites eligible for the National Register of Historic Places were found, the following statement shall be placed on all future site plans:

"If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundations are discovered, work shall come to an immediate stop, and Pasco County and the Florida Division of Historical Resources shall be notified within two working days."
 7. The developers shall create a mandatory homeowners'/property owners'/condominium owners'/merchants' association in the form of a nonprofit corporation registered with the Secretary of State, State of Florida, (Association) or, if approved by the Board, a Community Development District (CDD), that encompasses the entire boundaries of the MPUD Master Planned Unit Development except for any real property to be conveyed to the County or the District School Board of Pasco County. The developers shall convey in fee simple to the Association or the CDD, for ownership and maintenance, all open space, drainage areas, common areas, landscape areas, wetland areas, buffer areas, preservation/conservation areas, and other special purpose areas unless the said area(s) is/are required to be dedicated to another governmental entity. Recreation areas and neighborhood parks shall be conveyed to the Association as well, but only to the CDD if such special power pursuant to Section 190.012(2), Florida Statutes, is consented to by the County. All conveyances required by this condition shall be for a value that does not exceed the fair market value of the land. Prior to platting the first unit or phase, Association or CDD documents, including Articles of Incorporation with proof of being filed with the Secretary of State, State of Florida, restrictive covenants, and all exhibits, shall be submitted to the Pasco County Engineering Services Director for review and approval along with copies of instruments to be used to convey in fee simple the above-mentioned areas to the Association or the CDD. The impact fee credits for improvements or dedications shall go to the Association or the CDD which funded such improvements as applicable.
 8. The developers shall provide a 50-foot setback for S.R. 56 and Chancey Road for residential structures.
 9. Prior to any clearing or grubbing associated with the preliminary/preliminary site plan approval of any unit or phase, the developers shall submit a copy of any required Incidental Take Permit issued by the FFWCC to the DRD.

Ordinances

10. In addition to the MPUD Master Planned Unit Development conditions of approval, the developers shall comply with all Pasco County ordinances, including all impact fee ordinances.
11. In the event ordinances/resolutions are subsequently adopted by the Board including, but not limited to, solid waste, public safety, or wildlife ordinances/resolutions, the owners/developers shall be required to comply with such ordinances/resolutions.

Transportation/Circulation

Access Management

12. The developers shall provide a secondary functional access and emergency access to each increment in accordance with the Land Development Code, as amended. The emergency access may be barricaded in a manner found acceptable by the DRD and the Pasco County Emergency Services Department.
13. Prior to final site/construction plan approval of any project abutting a State roadway, the owners/developers shall furnish to the DRD a Letter of Intent indicating approval and/or an approved Driveway Permit from the Florida Department of Transportation (FDOT). Prior to the issuance of the first

Certificate of Occupancy, the owners/developers shall provide a letter from the FDOT stating that the improvements within the State right-of-way have been inspected and completed to their satisfaction.

14. At each preliminary plan/preliminary site plan approval, the Development Review Committee (DRC) may require further site specific intersection improvements along all internal road intersections, S.R. 581 (Bruce B. Downs Boulevard), Chancey Road, and S.R. 56. Intersection improvements shall be determined in accordance with the Pasco County Land Development Code as amended, and access-management guidelines.
15. Access to any commercial/office out-parcels shall be provided from internal drives or parking areas unless otherwise directed by the DRC at the time of the preliminary plan approval.

Dedication of Right-of-Way

16. In the case of private streets, or if the County does not accept the streets for maintenance, dedication and maintenance shall be to an appropriate entity (other than Pasco County).
17. Vehicular-access rights along the rear of all double-frontage lots that abut roads within or adjoining the project shall be dedicated to Pasco County concurrent with final record platting for each phase of any increment or where platting is not required prior to construction plan/construction site plan approval.
18. The developers shall convey, at no cost to Pasco County, 140 feet of right-of-way for Chancey Parkway (Road) from S.R. 581 east to the eastern boundary of Village 3. The developers shall provide appropriate and sufficient land for drainage facilities at no cost to Pasco County within the right-of-way on the developers' property or at another site acceptable to the County, to mitigate flood-plain volume, wetland impacts, environmental impacts, stormwater runoff quality treatment, attenuation, and discharge associated with the initial and future improvements of Chancey Parkway (Road) (four-lane maximum) to the eastern boundary of Village 3. The developers agree to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division prior to approval of the first preliminary plan/preliminary site plan for Village 1 or 3, whichever occurs first.

Design/Construction Specifications

19. Public roadways shall be utilized unless otherwise approved by the DRC prior to the first preliminary plan/preliminary site plan approval.
20. Alternative roadway design standards may be considered and approved by the DRC at the time of each preliminary plan approval.
21. The developers have received a variance to allow parallel parking along Types 1, 2, 3, and 4 roadways. The roadway design standards shall comply with Section 610 of the Land Development Code with an additional nine-foot parallel-parking lane adjacent to the minimum travel-lane widths required for each type of roadway.
22. The developers shall comply with the Access Management Plan for S.R. 581 as approved by the FDOT, subject to prior agreement between the FDOT and Wiregrass Ranch, Inc.
23. The intersections of Chancey Road and the main entrance road for Villages 1 and 3, S.R. 581 and Chancey Road, the proposed north-south collector road (Porter Boulevard) and S.R. 56 and S.R. 56 and the main entrance road to Village 2 shall be constructed as required by the FDOT and the Pasco County Engineering Services Department. The developers shall pay the proportionate-share cost of signalization of these intersections if such signalization is deemed to be necessary by the DRC and meets required FDOT and Pasco County Engineering Services Department traffic warrants.
24. Prior to approval of the first record plat for Villages 1 and 3, the developers shall construct the first two lanes of the road off set for Chancey Road, including bicycle and pedestrian facilities from S.R. 581 eastward through the primary entrance shared by Villages 1 and 3, as depicted on the MPUD Master Planned Unit Development Plan. The County shall have the right to require specific dates for completion of construction for any portion of the road(s) required to provide safe access to the increment which is the subject of the submittal at the time of each preliminary plan/preliminary site plan approval. The final location of the right-of-way shall be reviewed and approved by the Pasco County Engineering Services Department. The developers shall not be entitled to any transportation or right-of-way impact fee credits.
25. No excavation within the area of future lanes of multilane facilities will be allowed with the exception of excavation for drainage structures, permitted removal of wetlands, excavation to match existing grade, or as directed by the Pasco County Engineering Services Director.
26. Prior to or concurrent with the first preliminary plan/preliminary site plan submittal, the developers shall submit a roadway alignment and construction phasing plan to the Pasco County Growth Management Administrator for review. Approval of this plan must be obtained by the Pasco County Growth Management Administrator prior to approval of the first preliminary plan/preliminary site plan. The plan shall include, at a minimum, right-of-way widths, roadway cross sections, intersection geometry, phasing, design speed, internal access points, and alignment for the following roads and intersections: Chancey Road and the main entrance road for Villages 1 and 3, S.R. 581 and Chancey Road, the

proposed north-south collector road (Porter Boulevard) and S.R. 56, and S.R. 56 and the main entrance road to Village 2. The County shall reserve the right to require specific dates or deadlines for completion of construction for any portion of these roads and intersections.

27. Prior to approval of the first preliminary plan/preliminary site plan for Village 1, which provides access via the proposed north-south road (Porter Boulevard), the developers shall submit to the Growth Management Administrator for review, and obtain approval for, a roadway alignment and construction phasing plan for the proposed north-south roadway from S.R. 56 north to S.R. 54 and S.R. 56 south to Mansfield Boulevard, and the Intersection of Chancey Road and the proposed north-south road (Porter Boulevard). The plan is to include, at a minimum, right-of-way widths and all internal access points that will connect to, or are proposed to connect to, the proposed north-south roadway. The County may impose additional right-of-way and construction requirements for the proposed north-south roadway at the time of review of such plan.
28. The developers have submitted a traffic study which was reviewed by the staff of the Metropolitan Planning Organization which has determined that no off-site transportation improvements are required for the MPUD Master Planned Unit Development. However, prior to approval of the first record plat, or where platting is not required prior to approval of the first construction plan/construction site plan, the developers shall construct the following site-related improvements as applicable to each village:
 - a. Chancey Road and S.R. 581
 - (1) Construct Chancey Road as a two-lane collector road, in accordance with County standards, from S.R. 581 eastward to the primary entrance shared by Villages 1 and 3.
 - (2) An exclusive westbound, left-through, and right-turn lane on Chancey Road with a storage length a minimum of 245 feet and sufficient deceleration distance per FDOT Index No. 301.
 - (3) Exclusive southbound and northbound, deceleration lanes with storage lengths a minimum of 100 and 25 feet, respectively, and deceleration distance per FDOT Index No. 301, at the said intersection.
 - b. S.R. 56 and S.R. 581
 - (1) Construct S.R. 56 as a two-lane arterial road per FDOT standards from S.R. 581 to the entrance of Village 2 or as determined per any prior agreements with Pasco County or if there are additional accesses from Village 2 into S.R. 56.
 - (2) Exclusive westbound, through-, left- and right-turn lanes on S.R. 56 with a minimum storage distance of 420 feet with appropriate deceleration lengths per FDOT Index No. 301.
 - (3) An additional exclusive, eastbound, through lane on S.R. 56 in accordance with the FDOT standards at the said intersection.
 - (4) Exclusive southbound and northbound, deceleration lanes with a minimum of 270 and 25 feet storage, respectively, and appropriate deceleration distance per FDOT Index No. 301.
 - c. S.R. 56 and Villages 1 and 2 Entrances
 - (1) An eastbound/westbound, left-turn lane and an eastbound/westbound, right-turn lane on S.R. 56 with a storage length of at least 100 feet and deceleration distance per FDOT Index No. 301.
29. Prior to approval of any record plat or preliminary site plan/construction site plan approval occurring after December 31, 2007, the developers shall submit an updated traffic study utilizing a methodology approved by Pasco County. The DRC may impose additional conditions based upon the revised traffic study as approved by Pasco County.
30. The traffic study submitted by the applicants assumes the following land uses:
 - a. Village 3 Single Family: 333; Condominium/Townhouse: 333
 - b. Village 1 Single Family: 600; Condominium/Townhouse: 67
 - c. Village 2 Elderly Housing Attached: 333; Elderly Housing Detached: 233; Retirement Community: 100

Any development of land uses that generate greater traffic impacts than those assumed shall require an updated traffic study utilizing a methodology approved by Pasco County. The DRC may impose additional conditions based upon the revised traffic study as approved by Pasco County.

31. Prior to submittal of the last record plat, or where platting is not required, prior to construction plan/construction site plan approval, or anytime at the County's request, the developers shall pay for and perform a signal-warrant study for the S.R. 581 and Chancey Road intersection. If warranted, the developers shall pay for the proportionate-share cost of signalization. Prior to approval of the last record plat, or where platting is not required, prior to construction plan/construction site plan approval, the developers shall provide a letter of Credit acceptable to Pasco County for 125 percent of the proportionate-share cost of the signalization.
32. Transit amenities, such as bus pads, shelters, park and ride lots, and passenger security features are needed to ensure service can be planned and provided in an effective, efficient manner. These amenities need to be planned and scheduled; therefore, the developers are required to coordinate with the Pasco County Public Transportation Division (PCPT) the potential inclusion of transit amenities prior to initiation of each phase of development. A letter of compliance from the PCPT attesting to the satisfactory coordination with the developers shall be required and submitted to the Pasco County Growth Management Department.

Special Considerations

33. This rezoning shall be aggregated into a Development of Regional Impact (DRI) and any traffic studies required at that time shall include the property subject to this rezoning. Because this MPUD Master Planned Unit Development utilizes substantially less density than available for the MPUD Master Planned Unit Development acreage under the current land use classifications, the MPUD Master Planned Unit Development may be amended to increase density, subject to the Comprehensive Plan limitations, incident to such future DRI approval.
34. The DRC may approve a pedestrian/bike path plan prior to approval of the first preliminary/preliminary site plan, which provides an alternative method of pedestrian/bike path circulation from the Pasco County Land Development Code as amended. Such pedestrian/bike path plans shall comply with the handicapped provisions of Chapter 336.045, Florida Statutes. In the absence of an approved pedestrian/bike path plan, the following standards will apply: 1) sidewalks shall be constructed in accordance with the Pasco County Land Development Code as amended; 2) bicycle lanes shall be provided along all internal roadways above local status; and 3) bicycle facilities shall be in conformance with the FDOT *Bicycle Planning and Design Manual*.
35. Prior to the first preliminary plan/preliminary site plan submittal, the developers shall submit for review, and obtain approval for, a conceptual design plan for one wildlife undercrossing for S.R. 56 Extension to be installed by the developers at a location that will provide the most benefit to wildlife as determined by the County's wildlife biologists and/or the County's wildlife consultant.

Utilities: Drainage, Water Service, Wastewater Disposal

36. The developers shall submit a Stormwater Management Plan and Report for each development phase or increment in accordance with the Pasco County Land Development Code as amended. The said plans shall be approved concurrent with the construction plan approval for the development phase/increment in question. No design for an individual increment/phase or portion of an increment/phase shall be dependent upon the ultimate construction of future increments/phases, unless an interim design for drainage is approved by the DRD.
37. Finished floor elevations for all habitable structures shall be at or above the 100-year flood plain elevation. All preliminary/preliminary site plan submittals shall provide 100-year flood elevation data.
38. A Master Utility Plan for the entire development shall be submitted to the Pasco County Utilities Services Branch for review and approval prior to submittal of the first construction plan/construction site plan. This utility plan shall minimally show the following
 - a. Trunk sewer lines and lift stations.
 - b. Main potable water lines and nonpotable water lines, if applicable.
 - c. Sewage treatment facility locations, including discussion of the proposed method of treatment and the feasibility of a nonpotable water system for irrigation.
 - d. Method of lighting all nonlocal roads shall be submitted at the time of record plat submittal for each unit or phase.

Master utility plans shall be presented in a written format in conformance with the Master Utility Plan guidelines implemented by the Pasco County Utilities Services Branch. Prior to the first construction plan/construction site plan approval, the developers and the County shall enter into a Utilities Service Agreement.

39. The developers shall construct all water and wastewater facilities within the development to current Pasco County standards. A complete set of instructions may be obtained from the Pasco County Utilities Services Branch.

40. Attached hereto and incorporated herein as Exhibit "C" is a letter dated January 21, 2004, from Tampa Bay Water outlining stormwater drainage and discharge conditions which are hereby incorporated into these conditions of approval as if set forth herein.

Land Use

41. The residential design standards are as identified in the supporting land use classification standards attached as Exhibits "A" and "B." In addition, the following shall apply:
- a. Provided the specific communities and product types are developed, the standards set forth in Exhibits "A" and "B" shall apply. Otherwise, the requirements of the closest conforming zoning district shall apply.
 - b. The total aggregate number of dwelling units for Pulte S.R. 56 shall not exceed 1,999.
 - c. The maximum density or square footage set forth above is not a vested right and is subject to reduction based on, or as a result of, applicable Pasco County ordinances, including without limitation Section 402, Pasco County Land Development Code, relating to concurrency management.
 - d. Parcels may be developed out of numerical sequence and in multiples as long as the parcels being developed do not rely upon infrastructure construction of future parcels.
42. The developers shall submit and obtain Board approval of an MPUD Master Planned Unit Development amendment request to intensify development or reduce open space or preservation/conservation areas within an increment prior to any preliminary plan/preliminary site plan approval within such increment.
43. If the density/intensity increases by more than 20 percent within any specific increment shown on the Master Development Plan or a change in the overall design and/or content occurs, a substantial amendment shall be presumed.
44. Residential use may not be intensified within any one increment following approval of the plat or final site plan for the first unit in that increment without review and approval by the Board.
45. Any overall increase to density/intensity or decrease in open space shall be calculated cumulatively from the last substantial amendment.
46. The developers may designate, on the Master Development Plan, a site or sites which do not exceed a total of six acres to be used for recreational vehicle storage for the exclusive use of Pulte S.R. 56 residents. Such a site(s) shall have appropriate landscape buffering and must be approved by the Pasco County Zoning/Code Compliance Administrator, and shall be shown on the approved Master Development Plan. The site(s) must obtain commercial site plan approval prior to development and be owned by the mandatory homeowners/property owners/condominium owners/merchants' association or the CDD.

Procedures

47. Unless otherwise approved by the Pasco County Emergency Services Director, the development shall be included into a Pasco County Municipal Fire Service Taxing Unit to provide fire protection. The developers shall submit a petition for inclusion into the Pasco County Municipal Fire Service Taxing Unit at the time of record plat submission, or when no plat is required, prior to the issuance of the first Building Permit. In no case shall a Building Permit be issued until the Pasco County Emergency Services Director has received such a petition.
48. If a complete preliminary plan or preliminary site plan for the first phase of the MPUD Master Planned Unit Development is not submitted and approved within three years after the rezoning approval, the conditions of approval and any density approved shall expire. If the MPUD Master Planned Unit Development expires, a new MPUD Master Planned Unit Development must be applied for and approved by the Board, and the conditions of approval shall be in accordance with the Comprehensive Plan and Land Development Code in effect at that time.
49. Development shall be in accordance with the approved Master Development Plan. All plans shall be governed by the Land Development Code in effect at the time of submittal except as otherwise provided herein.
50. A preliminary plan must be approved for an entire increment/phase prior to any phased construction drawing approval. The maximum number of units and the density of each residential increment shall not exceed the limits shown on the Master Development Plan. A preliminary site plan must also be approved for each multifamily (nonfee simple), recreational vehicle, or commercial increment in its entirety prior to any phased site plan approval. Submittals shall also include a detailed breakdown of the individual plan approvals, including the plan name and increment or phase designation as it relates to the Master Development Plan, acreage of the site, total number of units, or gross floor area ratio of commercial space which have received preliminary/preliminary site plan approval, construction plan approval, and/or record plat approval.

51. Any decisions or matters which, under the conditions of the MPUD Master Planned Unit Development, require approval or allow modification by the DRC, or require approval by the Pasco County Zoning/Code Compliance Administrator may be appealed in accordance with the Land Development Code as amended.
52. Rezoning of this property with conditions of approval does not constitute a development order, nor does it relieve any developers of responsibilities under the State of Florida Growth Management Legislation as implemented by the Florida Department of Community Affairs and Pasco County.
53. The owners/applicants are hereby notified that the effective date of this approval shall be the date of the final County action; however, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Pasco County Growth Management Department.

DEVELOPER'S ACKNOWLEDGMENT:

The developer acknowledges that it has read, understood, and accepted the above-listed conditions of approval.

Date _____

WIREGRASS RANCH, INC.

I hereby certify on this _____ day of _____, A.D., before me personally appeared the developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at _____ County, Florida, the day and year aforesaid.

My commission expires:

Notary Public, State of _____ at Large

DEVELOPER'S ACKNOWLEDGMENT:

The developer acknowledges that it has read, understood, and accepted the above-listed conditions of approval.

Date _____

DOUBLE A RANCH, LLC

I hereby certify on this _____ day of _____, A.D., before me personally appeared the developer, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at _____ County, Florida, the day and year aforesaid.

My commission expires:

Notary Public, State of _____ at Large

**REZONING PETITION NO. 6177
EXHIBIT A**

**PULTE S.R. 56 MPUD
SPECIAL LOT STANDARDS**

1. Village 1: Traditional Neighborhood Community Products

The lot size, dimensions, setbacks, height restrictions, street and alley-way dimensions, lot coverage, and other standards for the proposed traditional neighborhood development community shall be consistent with the Traditional Neighborhood Development Guidelines, March 2004, formulated by the Traditional Neighborhood Development Task Force Committee, if approved by the Board of County Commissioners in connection with review of the preliminary site plan. The preliminary site plan must be approved by the Board of County Commissioners if the developers intend to use the said guidelines or an amended or modified version of the said guidelines. In that case, the Development Review Committee could make a recommendation to the Board of County Commissioners. In the event Pasco County has adopted a traditional neighborhood development ordinance prior to preliminary plan approval for this MPUD Master Planned Unit Development, then the requirements of the such traditional neighborhood development ordinance shall supersede the above-referenced standards.

2. Village 2: Active Adult Community (Del Webb)

a. Single-Family Detached

- (1) Minimum Lot Width of 50 Feet
- (2) Minimum Lot Depth of 100 Feet
- (3) Minimum Front-Yard Setback of 15 Feet with Side-Load Garages, Otherwise 20 Feet
- (4) Minimum Side-Yard Setback of 7.5 Feet
- (5) Minimum Rear-Yard Setback of 15 Feet
- (6) Maximum Lot Coverage of 50 Percent
- (7) Maximum Building Height of 35 Feet

b. Single-Family Attached

- (1) Minimum Lot Width of 24 Feet
- (2) Minimum Lot Depth of 100 Feet
- (3) Minimum Front-Yard Setback of 15 Feet with Side-Load Garages, Otherwise 20 Feet
- (4) Minimum Side-Yard Setback of 7.5 Feet
- (5) Minimum Rear-Yard Setback of 15 Feet
- (6) Maximum Lot Coverage of 80 Percent

c. Multifamily

- (1) Minimum Lot Depth of 100 Feet
- (2) Minimum Front-Yard Setback of 20 Feet
- (3) Minimum Side-Yard Setback of 7.5 Feet
- (4) Minimum Rear-Yard Setback of 10 Feet
- (5) Maximum Lot Coverage of 80 Percent

3. Village 3: Village Walk Community (DiVosta)

a. Single-Family Detached

- (1) Minimum Lot Width of 50 Feet**
- (2) Minimum Lot Depth of 100 Feet
- (3) Minimum Front-Yard Setback of 20 Feet (with Front-Load Garage)
- (4) Minimum Front-Yard Setback of 15 Feet (with Side-Load Garage)
- (5) Minimum Side-Yard Setback of 6'11" and 3'1" (10 Feet Between Structures)**
- (6) Minimum Rear-Yard Setback of 10 Feet (Patio Style), Otherwise 15 Feet
- (7) Minimum Corner Setback of 10 Feet
- (8) Maximum Lot Coverage of 50 Percent—Inclusive of Principal and Accessory Structures
- (9) Maximum Building Height of 35 Feet

**Lots 70 feet in width or larger will have a minimum 7.5-foot side setback.

b. Single-Family Attached

- (1) Minimum Lot Width of 26 Feet
- (2) Minimum Lot Depth of 100 Feet
- (3) Minimum Front-Yard Setback of 15 Feet
- (4) Minimum Front-Yard Setback to Porch of 7.5 Feet
- (5) Minimum Side-Yard Setback of 0 Feet to 7.5 Feet (15 Feet Between Buildings)—Attached Villas
- (6) Minimum Side-Yard Setback of 0 Feet to 5 Feet*** (10 Feet Between Buildings)—Attached Townhouses
- (7) Minimum Rear-Yard Setback of 10 Feet
- (8) Maximum Lot Coverage of 100 Percent

***Where less than 7.5-foot side setbacks are authorized above, all conditions set forth in Exhibit B hereto shall be met in accordance with the requirements of the County Engineering Services Director; otherwise, the minimum side setback shall be 7.5 feet.

**REZONING PETITION NO. 6177
EXHIBIT B**

**PULTE S.R. 56 MPUD
DRAINAGE CONDITIONS**

1. Side-yard setbacks may be reduced to 5 feet based upon the following conditions being met prior to construction plan approval for each phase or unit. Should the conditions not be met, the minimum side setback shall be 7.5 feet.
 - a. The lot drainage standards for lots with less than a 7.5-foot side setback which back up to other homes are as follows:
 - (1) Prior to any construction on the lot, proper erosion and sedimentation controls shall be installed.
 - (2) The engineer of record shall provide to Pasco County, signed and sealed design calculations for each typical lot demonstrating compliance with Pasco County's drainage criteria. The typical site-grading plan shall identify elevations, grades, ground cover, allowable tolerances, and a quality-control plan addressing construction and postconstruction phases.
 - (3) Lots shall be "Type B," graded with high points at the midpoint of the side lot-line and slope toward both the front and rear yards.
 - (4) Side-yard swales shall be sloped to create positive outfall to the front and rear of each lot with velocities no greater than allowable for grassed stabilization, as in the Florida Department of Transportation (FDOT) *Drainage Manual*.
 - (5) A traffic-bearing grate installed upon an FDOT inlet shall be placed within each rear lot-line easement. Culverts connecting rear-yard inlets to acceptable outfalls shall be installed and shall be reinforced concrete pipe with premium sealed joints, designed to sustain an H-20 loading.
 - (6) A minimum 15 foot wide drainage and access easement shall be provided along all rear lot-lines. Drainage and access easements shall extend to the road right-of-way at block ends. Side-yard, cross-access easements shall be provided connecting the rear-yard easement to the front right-of-way.
 - (7) A maintenance entity, other than and acceptable to Pasco County, shall be designated to provide perpetual maintenance to all drainage and access easements.
 - (8) The approved, maintenance entity shall provide annual inspections of side- and rear-yard easements and drainage facilities to verify that no modifications have been made to the grading and ground cover and to inspect any inlets and pipes to verify that no hydraulic restrictions exist. Any modification or hydraulic restriction observed at any time shall be corrected. Additional inspections shall be performed if requested by an adjoining resident or the County. The maintenance entity shall have the right to file a lien to charge property owners for corrections or modifications and collect sufficient funds to perform required maintenance.
 - (9) No obstruction/service equipment shall be permitted in the side yard between houses. This includes, but is not limited to air conditioning systems, water softeners, pumps, fences, etc.
 - (10) Walkways shall be allowed if they do not create any obstruction and are flush with the grade.
 - (11) Gutters and roof structures shall be installed so as to reduce direct discharge to the side-yard swales.
 - b. The lot drainage standards for lots with less than a 7.5-foot side setback which do not back up to other homes are as follows:
 - (1) Prior to any construction on the lot, proper erosion and sedimentation controls shall be installed.
 - (2) Only lots that back up to drainage-retention areas and wetland areas shall be allowed to have side-yard setbacks of five feet minimum.
 - (3) The engineer of record shall provide to Pasco County, signed and sealed design calculations for each typical lot demonstrating compliance with Pasco County's drainage criteria. The typical site-grading plan shall identify elevations, grades,

ground cover, allowable tolerances, and a quality-control plan addressing construction and postconstruction phases.

- (4) Lots shall be "Type B," graded with high points at the midpoint of the side lot-line and slope toward both the front- and rear-yards.
- (5) Side-yard swales shall be sloped to create positive outfall to the front and rear of each lot with velocities no greater than allowable for grassed stabilization, as in the *FDOT Drainage Manual*.
- (6) A minimum 15-foot wide drainage and access easement shall be provided along all rear lot-lines. Drainage and access easements shall extend to the road right-of-way at block ends. Side-yard, cross-access easements shall be provided connecting the rear-yard easement to the front right-of-way.
- (7) A maintenance entity, other than and acceptable to Pasco County, shall be designated to provide perpetual maintenance to all drainage and access easements.
- (8) **The approved, maintenance entity shall provide annual inspections of side- and rear-yard easements and drainage facilities to verify that no modifications have been made to the grading and ground cover and to inspect any inlets and pipes to verify that no hydraulic restrictions exist. Any modification or hydraulic restriction observed at any time shall be corrected. Additional inspections shall be performed if requested by an adjoining resident or the County. The maintenance entity shall have the right to file a lien to charge property owners for corrections or modifications and collect sufficient funds to perform the required maintenance.**
- (9) No obstruction/service equipment shall be permitted in the side yard between houses. This includes, but is not limited to air conditioning systems, water softeners, pumps, fences, etc.
- (10) Walkways shall be allowed if they do not create any obstruction and are flush with the grade.
- (11) Gutters and roof structures shall be installed so as to reduce direct discharge to the side-yard swales.



Board of Directors Robert Shroyer, Frank Parker, Rick Baker, Kathy Cantor,
Ann Hildebrand, Pam Jorio, Lolwaia, Jan Platt, Ted Schroeder
General Manager Jerry L. Maxwell
General Counsel Donald D. Conn
2535 Landmark Drive, Suite 211, Clearwater, FL 33761-3930
Phone: 727.794.2355 / Fax 727.791.2388 / Toll-Free: 813.7010
www.tampabaywater.org

EXHIBIT "C"
(contains 3 pages)

January 21, 2004

VIA FAX & U.S. MAIL

Ms. Corelynn Burns
Pasco County Growth Management Department
West Pasco Government Center
7530 Little Road, Suite 320
New Port Richey, FL 34654

Re: GM03-402

Dear Ms. Burns:

Tampa Bay Water staff has reviewed the Master Planned Unit Development (MPUD) application #GM03-402 which is located within the Tampa Bay Water Area of Interest. The site is located in the area of the Cypress Bridge Wellfield, and also comprises significant acreage in the headwaters of Trout Creek and Clay Gully, both of which are tributaries to the Hillsborough River and flow into or adjacent to Morris Bridge Wellfield. The Cypress Bridge Wellfield produced on average 8.64 million gallons of water a day in Water Year 2002, and the Morris Bridge Wellfield produced on average 11 million gallons of water a day in Water Year 2002 for potable supply to our Member Governments, including Pasco County.

The Hillsborough River is also a major potable water supply source for Tampa Bay Water and for the City of Tampa. Most of the wetlands on the site appear to be interconnected as flow-through systems. Many wetlands appear to be connected by man-made ditches or swales. It is important that the predevelopment hydrologic/hydraulic properties of all of the onsite wetlands remain unaltered in order to maintain the quantity and timing of runoff discharges to offsite wetlands and creeks that feed the Hillsborough River.

Due to the location of the proposed Master Planned Unit Development, Tampa Bay Water staff recommend that the following be required of the applicant as conditions of MPUD approval:

1. The applicant should be required to meet the requirements of the Pasco County and Florida Department of Environmental Protection Wellhead Protection Ordinances.

Ms. Coralyne Burns
January 21, 2004
Page 2

2. Construction and development activities should be required to not breach the clay-confining unit, and in no event should contact with the limestone aquifer be allowed. Tampa Bay Water staff recommend that the steps that the developer will take to prevent such an occurrence prior to development activities, and the remedial actions they will pursue in the event contact with the limestone aquifer does occur during development, should be required to be outlined by the developer as a part of the site plan permitting process.
3. Due to the location of the site, the applicant should be aware that the lining of artificial water features with clay may be warranted should the developer of the property wish for these features to hold water in the long-term and function as lake features within the development.
4. The applicant should be required to design the stormwater management system for the property such that predevelopment quantities of runoff from the site are maintained in order to prevent a decrease in water available for potable supply from the Hillsborough River.
5. The stormwater management system for the development should be required to be designed so as to maintain predevelopment drainage basins, as well as the timing and quantities of predevelopment runoff to onsite wetlands. Retention and detention ponds should be required to be designed to discharge to onsite wetlands through predevelopment flow patterns once the required treatment volumes are met in order that surface waters are stored in wetlands as opposed to artificial water bodies.
6. It should be required that no outlet or conveyance from any wetland, whether natural or artificial, should be lowered in elevation as this will result in lower water levels and reduced hydroperiods. No changes to wetland outlets or conveyances should occur unless it is to restore artificially connected wetlands to a more natural state. These measures should help maintain the health of existing wetlands, and help maintain normal flow quantities to the streams and creek systems that flow into the Hillsborough River.
7. The developer should be required to implement Best Management Practices in design of the layout and landscaping of the site, and the design of the stormwater management system in order to minimize

Ms. Carolyn Burns
January 21, 2004
Page 3

stormwater pollutants from entering tributaries of the Hillsborough River.

Tampa Bay Water staff appreciates the opportunity to review and comment on land development related activities proposed within the Tampa Bay Water Area of Interest. Please contact me at (727) 796-2355 if you have any questions, or if you need any further information.

Sincerely,

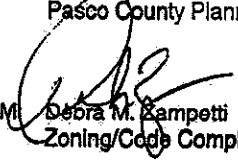


Paula Dye, AICP
Chief Environmental Planner

ZONING PETITION REVIEW REPORT

TO: Pasco County Planning Commission

PETITION #6080

FROM:  Debra M. Rampetti
Zoning/Code Compliance Administrator

Commission District #2

Planning Commission
Hearing Date: 10/8/03

SUBJECT: Rezoning Request
South Central Pasco County

Board of County Commissioners
Hearing Date: 10/21/03, DC

APPLICANT: WIREGRASS RANCH, INC., ET AL.

TAZ #241

PETITION SUMMARY:

Petition No. 6080 in the name of Wiregrass Ranch, Inc., et al. has been filed for a change in zoning from A-R Agricultural-Residential and C-2 General Commercial Districts to a C-2 General Commercial District. The property is located on the east side of Bruce B. Downs Boulevard (S.R. 581), approximately 530 feet south of S.R. 54 and on the south side of S.R. 54, approximately 1,320 feet east of Bruce B. Downs Boulevard (S.R. 581) (Parcel ID Nos. 07-26-20-0000-00200-0000, 0150, 0010, and 0050 [portions of], and 07-26-20-0000-00200-0014), and contains 82.6 acres, m.o.l.

The surrounding zoning districts and land uses are as follows:

	<u>Zoning District</u>	<u>Land Use</u>
North:	C-2 General Commercial	S.R. 54, Applebee's; Commercial Strip Center; Undeveloped; Auto Supplies
East:	A-R Agricultural-Residential	Undeveloped; Single-Family Dwellings; Groves
South:	A-R Agricultural-Residential	Undeveloped
West:	A-R Agricultural-Residential; C-2 General Commercial	Bruce B. Downs Boulevard; Restaurants; Undeveloped; Commercial Strip Center

FINDINGS OF FACT:

1. Presently, the subject site contains single-family dwellings and pastureland, and the applicant proposes to develop the property commercially.
2. Access to the property is from S.R. 54, which has 120 feet of right-of-way, and/or Bruce B. Downs Boulevard (S.R. 581), which has 200 feet of right-of-way.
3. The subject property is located in Flood Zones "AE" and "X," and development within the area designated Zone "AE" is subject to the requirements of Article 700, Flood Damage Prevention, of the Land Development Code.
4. The surrounding area is characterized by commercial development and undeveloped land.
5. The subject area has been designated MU (Mixed Use) under the Comprehensive Plan.
6. The Pasco County Comprehensive Plan anticipated a higher density for this area in its future planning by designating it as an MU (Mixed Use) land use.
7. The Board of County Commissioners has approved several similar rezoning requests in the immediate vicinity. Some are as follows:
 - a. Petition No. 2675, on October 23, 1984 (from A-R Agricultural-Residential to C-2 General Commercial) located directly north of the subject request.
 - b. Petition No. 2676, on October 23, 1994 (from A-R Agricultural-Residential to C-2 General Commercial) located directly north of the subject request.
 - c. Petition No. 3018, on August 27, 1985 (from A-R Agricultural-Residential to R-2 Low Density Residential, MF-1 Multiple Family Medium Density, and C-2 General Commercial) with conditions located directly north of the subject request.

- d. Petition No. 4629 on August 19, 1993 (from A-R Agricultural-Residential to C-2 General Commercial) with conditions located directly north of the subject request.
- e. Petition No. 5542, on January 19, 2000 (from A-R Agricultural-Residential and C-2 General Commercial to C-2 General Commercial) with conditions located directly adjacent to the north of the subject request.
- f. Petition No. 5997, on March 11, 2003 (from A-R Agricultural-Residential to C-2 General Commercial) with conditions located directly adjacent to the north of the subject request.
8. Staff has noted that the existing C-2 General Commercial District portion of subject parcel is an original zoning.
9. The owners'/applicants' request is compatible with the established pattern of land use and zoning in the area.
10. The proposed request is consistent with Article 300, Subsection 303.2(E)1, Criteria and Standards to be Considered in Review of Applications for Zoning Amendments, of the Pasco County Land Development Code and with the Pasco County Comprehensive Plan, October 2000.

STAFF RECOMMENDATION:

Approval with Conditions

CONDITIONS:

1. The owners/developers shall provide sufficient right-of-way tapering from zero feet to approximately 63 feet, m.o.l., in accordance with the proposed Project Development and Environment Study for S.R. 54 and stormwater retention and flood plain mitigation on the subject site for the six laning of S.R. 54 prior to preliminary site plan approval.
2. The owners/applicants agree to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the approved Florida Department of Transportation Project Development and Environment Study for Bruce B. Downs Boulevard (S.R. 581) at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.
3. The owners/applicants agree to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee.
4. Commercial development cannot exceed 227,500 square feet without a zoning amendment.
5. The 227,500-square-foot C-2 General Commercial development limitation shall be recorded as a deed restriction to place potential buyers on notice.
6. If the subject parcel is to be subdivided from the parent tract, the owners/developers shall submit a Unified Plan of Development or go through subdivision review pursuant to Section 306 of the Land Development Code prior to its division from the parent tract.
7. The owners/developers shall comply with the Access Management Plan for S.R. 581 as approved by the Florida Department of Transportation.
8. The owners/developers shall provide internal access to the adjacent two-acre parcel to the north which was rezoned (Petition No. 5997) to C-2 General Commercial by the Board of County Commissioners on March 11, 2003, and was proposed to be developed as Johnny Carino's restaurant.
9. A Pasco County approved traffic study shall be submitted prior to submission of a preliminary site plan.
10. Site specific improvements and off-site transportation improvements shall be pursuant to the Pasco County approved traffic study and approved at the time of preliminary site plan approval.
11. The owners/developers shall pay for traffic signalization at Porter Boulevard and S.R. 54 if warranted.
12. The owners/applicants acknowledge that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.

13. This property may be subject to review under the Pasco County Code which shall include Building and Building Regulations, Fire Prevention and Protection, and Health and Welfare at the time of site plan review.
14. The owners/applicants shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code prior to commercial use of the property.
15. At the time of site plan review, the owners/applicants shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy No. 2.8.2, as follows:

2.8.2 Require the evaluation and proper management of endangered, threatened, and species of special concern by requiring that proposed development sites be examined for the presence of State and Federally protected plant and animal species. Criteria and thresholds for reviews to examine sites in this manner shall be specified in the County's land development regulations. At a minimum, the criteria will consider:

- (a) The Area of Potentially Significant Habitat as shown on Map 3-1 that has been identified by the Florida Fish and Wildlife Conservation Commission as a "hot spot of biological resources and rare species occurrence" or other available data sources.
- (b) The size and distribution of listed species populations within a proposed development site.
- (c) The feasibility and viability of on-site protection and management and whether the proposed development site includes a wildlife corridor.
- (d) The feasibility of maintaining a wildlife corridor.
- (e) The appropriateness of mitigation to an acceptable off-site location in the event that on-site mitigation is shown to be ineffective.

When listed species are found, the proposal shall be forwarded to the Florida Fish and Wildlife Conservation Commission for recommendations to minimize the impact of development on those species found on the site. These recommendations shall be considered during the development approval process. Failure to receive recommendations from the Florida Fish and Wildlife Conservation Commission within the development review process time frames shall not preclude a project from being scheduled, considered, or approved.

16. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.
17. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Zoning/Code Compliance Division.

PLANNING COMMISSION ACTION:

Approval of Staff Recommendation: 10 Ayes; Nays

BOARD OF COUNTY COMMISSIONERS ACTION:

Note: At the Board of County Commissioners meeting on October 21, 2003, staff amended Condition Nos. 9 and 10 as outlined below.

Approval of Staff Recommendation with Amended Conditions

AMENDED CONDITIONS:

1. The owners/developers shall provide sufficient right-of-way tapering from zero feet to approximately 63 feet, m.o.l., in accordance with the proposed Project Development and Environment Study for S.R. 54 and stormwater retention and flood plain mitigation on the subject site for the six laning of S.R. 54 prior to preliminary site plan approval.
2. The owners/applicants agree to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the approved Florida Department of Transportation Project Development and Environment Study for Bruce B. Downs Boulevard (S.R. 581) at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.
3. The owners/applicants agree to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division at the

- time of preliminary site plan approval unless otherwise determined by the Development Review Committee.
4. Commercial development cannot exceed 227,500 square feet without a zoning amendment.
 5. The 227,500-square-foot C-2 General Commercial development limitation shall be recorded as a deed restriction to place potential buyers on notice.
 6. If the subject parcel is to be subdivided from the parent tract, the owners/developers shall submit a Unified Plan of Development or go through subdivision review pursuant to Section 306 of the Land Development Code prior to its division from the parent tract.
 7. The owners/developers shall comply with the Access Management Plan for S.R. 581 as approved by the Florida Department of Transportation.
 8. The owners/developers shall provide internal access to the adjacent two-acre parcel to the north which was rezoned (Petition No. 5997) to C-2 General Commercial by the Board of County Commissioners on March 11, 2003, and was proposed to be developed as Johnny Carino's restaurant.
 9. The owner/developer has submitted a traffic study. Based on the build-out dates and the land uses assumed in the traffic study dated October 2003, Pasco County accepts the conclusion in the study that the subject rezoning does not require any off-site improvements that are not already provided for in previously committed road improvement projects provided, however, that prior to or concurrent with the preliminary site plan approval, the County may require additional data and/or analysis related to the site-related driveway connections pursuant to the County's access management guidelines, and the Development Review Committee at the time of preliminary site plan approval may require additional site-related driveway access geometry and improvements and/or additional site access locations, subject to any applicable Florida Department of Transportation criteria.
 10. This rezoning shall be aggregated into a Development of Regional Impact and any traffic studies required at that time shall include the property subject to this rezoning.
 11. The owners/developers shall pay for traffic signalization at Porter Boulevard and S.R. 54 if warranted.
 12. The owners/applicants acknowledge that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.
 13. This property may be subject to review under the Pasco County Code which shall include Building and Building Regulations, Fire Prevention and Protection, and Health and Welfare at the time of site plan review.
 14. The owners/applicants shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code prior to commercial use of the property.
 15. At the time of site plan review, the owners/applicants shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy No. 2.8.2, as follows:
 - 2.8.2 Require the evaluation and proper management of endangered, threatened, and species of special concern by requiring that proposed development sites be examined for the presence of State and Federally protected plant and animal species. Criteria and thresholds for reviews to examine sites in this manner shall be specified in the County's land development regulations. At a minimum, the criteria will consider:
 - (a) The Area of Potentially Significant Habitat as shown on Map 3-1 that has been identified by the Florida Fish and Wildlife Conservation Commission as a "hot spot of biological resources and rare species occurrence" or other available data sources.
 - (b) The size and distribution of listed species populations within a proposed development site.
 - (c) The feasibility and viability of on-site protection and management and whether the proposed development site includes a wildlife corridor.
 - (d) The feasibility of maintaining a wildlife corridor.
 - (e) The appropriateness of mitigation to an acceptable off-site location in the event that on-site mitigation is shown to be ineffective.

When listed species are found, the proposal shall be forwarded to the Florida Fish and Wildlife Conservation Commission for recommendations to minimize the impact of development on those species found on the site. These recommendations shall be

considered during the development approval process. Failure to receive recommendations from the Florida Fish and Wildlife Conservation Commission within the development review process time frames shall not preclude a project from being scheduled, considered, or approved.

16. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.
17. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Zoning/Code Compliance Division.

OWNERS/APPLICANTS' ACKNOWLEDGMENT:

The owners/applicants acknowledge that they have read, understood, and accepted the above-listed conditions of approval.

November 19, 2003
(Date)

Wiregrass Ranch, Inc.
By: William H. Porter
William H. Porter, Pres.

I hereby certify on this 19th day of November, 2003, A.D., before me personally appeared the owners/applicants, to me known to be the persons described in and who executed the foregoing document and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at Tampa, Hillsborough County, Florida, the day and year aforesaid.

My commission expires:

8/18/06

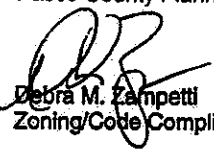
Elizabeth R. Gore
Notary Public, State of Florida at Large



Elizabeth R. Gore
MY COMMISSION # DD143286 EXPIRES
August 18, 2006
BONDED THROUGH FAIR INSURANCE, INC.

ZONING PETITION REVIEW REPORT

TO: Pasco County Planning Commission

FROM: 
Debra M. Zampetti
Zoning/Code Compliance Administrator

SUBJECT: Rezoning Request
South Central Pasco County

APPLICANT: WIREGRASS RANCH, INC.

PETITION #6079

Commission District #2

Planning Commission
Hearing Date: 10/8/03

Board of County Commissioners
Hearing Date: 10/21/03, DC

TAZ #180

PETITION SUMMARY:

Petition No. 6079 in the name of Wiregrass Ranch, Inc., has been filed for a change in zoning from an A-C Agricultural District to a C-2 General Commercial District. The property is located on the northeast corner of the intersection of Bruce B. Downs Boulevard (S.R. 581) and S.R. 56 (Parcel ID No. 30-26-20-0000-00100-0000 [portion off]) and contains 39.9 acres, m.o.l.

The surrounding zoning districts and land uses are as follows:

	<u>Zoning District</u>	<u>Land Use</u>
North:	A-C Agricultural	Undeveloped
East:	A-C Agricultural	Undeveloped
South:	MPUD Master Planned Unit Development	Proposed S.R. 56 Extension; Publix Shopping Plaza
West:	MPUD Master Planned Unit Development	Bruce B. Downs Boulevard

FINDINGS OF FACT:

1. Presently, the subject site is undeveloped, and the applicant proposes to develop the property commercially.
2. Access to the property is from Bruce B. Downs Boulevard (S.R. 581), which has 200 feet of right-of-way, and/or the proposed S.R. 56 Extension, which has a proposed 200-foot right-of-way.
3. The subject property is located in Flood Zones "AE" and "X," and development within the area designated Zone "AE" is subject to the requirements of Article 700, Flood Damage Prevention, of the Land Development Code.
4. The surrounding area is characterized by commercial development and undeveloped land.
5. The subject area has been designated RES-3 (Residential - 3 du/ga) under the Comprehensive Plan.
6. Staff feels the character of the area is establishing a changing pattern and zoning which is compatible with the subject request and will provide facilities for residential support uses to the area.
7. The proposed request is consistent with Article 300, Subsection 303.2(E)1, Criteria and Standards to be Considered in Review of Applications for Zoning Amendments, of the Pasco County Land Development Code and with the Pasco County Comprehensive Plan, October 2000.

STAFF RECOMMENDATION:

Approval with Conditions

CONDITIONS:

1. The owner/applicant agrees to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the Florida Department of Transportation Project Development and

EXHIBIT F

(Petition #6079)
Page 1 of 4

Environment Study for S.R. 581 (Bruce B. Downs Boulevard) at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.

2. The owner/applicant agrees to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee.
3. The owner/applicant agrees to transfer sufficient right-of-way along the entire southern boundary of the subject property as depicted on the sketch submitted with this application by King Engineering dated September 8, 2003, for the proposed S.R. 56 Extension prior to preliminary site plan approval or in accordance with the approved agreement by Pasco County. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.
4. Commercial development cannot exceed 172,500 square feet without a zoning amendment.
5. The 172,500-square-foot C-2 General Commercial development limitation shall be recorded as a deed restriction to place potential buyers on notice.
6. If the subject parcel is to be subdivided from the parent tract, the owner/developer shall submit a Unified Plan of Development or go through subdivision review pursuant to Section 306 of the Land Development Code prior to its division from the parent parcel.
7. The owner/developer shall comply with the Access Management Plan for S.R. 581 as approved by the Florida Department of Transportation.
8. A Pasco County approved traffic study shall be submitted prior to submission of a preliminary site plan.
9. Site specific improvements and off-site transportation improvements shall be pursuant to the Pasco County approved traffic study and approved at the time of preliminary site plan approval.
10. The owner/applicant acknowledges that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.
11. The owner/applicant shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code prior to development of the property.
12. At the time of site plan review, the owner/applicant shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy No. 2.8.2, as follows:
 - 2.8.2 Require the evaluation and proper management of endangered, threatened, and species of special concern by requiring that proposed development sites be examined for the presence of State and Federally protected plant and animal species. Criteria and thresholds for reviews to examine sites in this manner shall be specified in the County's land development regulations. At a minimum, the criteria will consider:
 - (a) The Area of Potentially Significant Habitat as shown on Map 3-1 that has been identified by the Florida Fish and Wildlife Conservation Commission as a "hot spot of biological resources and rare species occurrence" or other available data sources.
 - (b) The size and distribution of listed species populations within a proposed development site.
 - (c) The feasibility and viability of on-site protection and management and whether the proposed development site includes a wildlife corridor.
 - (d) The feasibility of maintaining a wildlife corridor.
 - (e) The appropriateness of mitigation to an acceptable off-site location in the event that on-site mitigation is shown to be ineffective.

When listed species are found, the proposal shall be forwarded to the Florida Fish and Wildlife Conservation Commission for recommendations to minimize the impact of development on those species found on the site. These recommendations shall be considered during the development approval process. Failure to receive recommendations

from the Florida Fish and Wildlife Conservation Commission within the development review process time frames shall not preclude a project from being scheduled, considered, or approved.

13. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.
14. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Zoning/Code Compliance Division.

PLANNING COMMISSION ACTION:

Approval of Staff Recommendation: 10 Ayes; 0 Nays

BOARD OF COUNTY COMMISSIONERS ACTION:

Note: At the Board of County Commissioners meeting on October 21, 2003, staff amended Condition Nos. 8 and 9 as outlined below.

Approval of Staff Recommendation with Amended Conditions

AMENDED CONDITIONS:

1. The owner/applicant agrees to transfer sufficient right-of-way along the entire western boundary of the subject property pursuant to the Florida Department of Transportation Project Development and Environment Study for S.R. 581 (Bruce B. Downs Boulevard) at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.
2. The owner/applicant agrees to provide all necessary documents and/or information pertaining to the aforementioned transference of right-of-way to the Pasco County Real Estate Division at the time of preliminary site plan approval unless otherwise determined by the Development Review Committee.
3. The owner/applicant agrees to transfer sufficient right-of-way along the entire southern boundary of the subject property as depicted on the sketch submitted with this application by King Engineering dated September 8, 2003, for the proposed S.R. 56 Extension prior to preliminary site plan approval or in accordance with the approved agreement by Pasco County. This right-of-way may be transferred to the County in one of three ways: 1) dedicated, 2) perpetual right-of-way easement, or 3) fee-simple deed.
4. Commercial development cannot exceed 172,500 square feet without a zoning amendment.
5. The 172,500-square-foot C-2 General Commercial development limitation shall be recorded as a deed restriction to place potential buyers on notice.
6. If the subject parcel is to be subdivided from the parent tract, the owner/developer shall submit a Unified Plan of Development or go through subdivision review pursuant to Section 306 of the Land Development Code prior to its division from the parent parcel.
7. The owner/developer shall comply with the Access Management Plan for S.R. 581 as approved by the Florida Department of Transportation.
8. The owner/developer has submitted a traffic study. Based on the build-out dates and the land uses assumed in the traffic study dated October 2003, Pasco County accepts the conclusion in the study that the subject rezoning does not require any off-site improvements that are not already provided for in previously committed road improvement projects provided, however, that prior to or concurrent with the preliminary site plan approval, the County may require additional data and/or analysis related to the site-related driveway connections pursuant to the County's access management guidelines, and the Development Review Committee at the time of preliminary site plan approval may require additional site-related driveway access geometry and improvements and/or additional site access locations, subject to any applicable Florida Department of Transportation criteria.
9. This rezoning shall be aggregated into a Development of Regional Impact and any traffic studies required at that time shall include the property subject to this rezoning.
10. The owner/applicant acknowledges that any provisions of Pasco County ordinances not specifically waived shall be in full force and effect.

11. The owner/applicant shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code prior to development of the property.

12. At the time of site plan review, the owner/applicant shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy No. 2.8.2, as follows:

2.8.2 Require the evaluation and proper management of endangered, threatened, and species of special concern by requiring that proposed development sites be examined for the presence of State and Federally protected plant and animal species. Criteria and thresholds for reviews to examine sites in this manner shall be specified in the County's land development regulations. At a minimum, the criteria will consider:

- (a) The Area of Potentially Significant Habitat as shown on Map 3-1 that has been identified by the Florida Fish and Wildlife Conservation Commission as a "hot spot of biological resources and rare species occurrence" or other available data sources.
- (b) The size and distribution of listed species populations within a proposed development site.
- (c) The feasibility and viability of on-site protection and management and whether the proposed development site includes a wildlife corridor.
- (d) The feasibility of maintaining a wildlife corridor.
- (e) The appropriateness of mitigation to an acceptable off-site location in the event that on-site mitigation is shown to be ineffective.

When listed species are found, the proposal shall be forwarded to the Florida Fish and Wildlife Conservation Commission for recommendations to minimize the impact of development on those species found on the site. These recommendations shall be considered during the development approval process. Failure to receive recommendations from the Florida Fish and Wildlife Conservation Commission within the development review process time frames shall not preclude a project from being scheduled, considered, or approved.

13. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.

14. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Zoning/Code Compliance Division.

OWNER'S/APPLICANT'S ACKNOWLEDGMENT:

The owner/applicant acknowledges that it has read, understood, and accepted the above-listed conditions of approval.

November 19, 2003
(Date)

Wiregrass Ranch, Inc.
By: William H. Porter
William H. Porter, Pres.

I hereby certify on this 19th day of November, 2003, A.D., before me personally appeared the owner/applicant, to me known to be the person described in and who executed the foregoing document and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at Tampa, Hillsborough County, Florida, the day and year aforesaid.

My commission expires:

8/18/06

Elizabeth R. Gore
Notary Public, State of Florida at Large



Elizabeth R. Gore
MY COMMISSION # DD143284 EXPIRES
August 18, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

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COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.00°29'59"W., ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1,530.52 FEET TO THE INTERSECTION OF SAID EASTERLY LINE OF SECTION 7 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (AS IT NOW EXISTS) FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.00°29'59"W., ALONG SAID EAST LINE OF SECTION 7, A DISTANCE OF 1,112.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 7; THENCE S.00°17'31"W., A DISTANCE OF 2,644.07 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE S.00°17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.89°54'52"W., A DISTANCE OF 122.50 FEET; THENCE S.32°00'57"E., A DISTANCE OF 901.62 FEET; THENCE N.89°54'52"E., A DISTANCE OF 1,235.69 FEET; THENCE N.01°21'00"W., A DISTANCE OF 34.15 FEET; THENCE N.58°17'36"E., A DISTANCE OF 18.29 FEET; THENCE N.10°07'36"E., A DISTANCE OF 47.77 FEET; THENCE N.15°01'14"W., A DISTANCE OF 37.26 FEET; THENCE N.00°16'25"W., A DISTANCE OF 34.10 FEET; THENCE N.28°14'49"W., A DISTANCE OF 48.81 FEET; THENCE N.35°23'51"W., A DISTANCE OF 35.73 FEET; THENCE N.42°01'17"W., A DISTANCE OF 74.66 FEET; THENCE S.53°29'29"W., A DISTANCE OF 3.88 FEET; THENCE N.67°22'47"W., A DISTANCE OF 56.94 FEET; THENCE N.66°07'39"W., A DISTANCE OF 43.71 FEET; THENCE N.61°50'08"W., A DISTANCE OF 36.84 FEET; THENCE N.84°10'42"W., A DISTANCE OF 46.39 FEET; THENCE S.66°03'28"W., A DISTANCE OF 43.33 FEET; THENCE S.70°44'48"W., A DISTANCE OF 50.36 FEET; THENCE N.28°06'22"W., A DISTANCE OF 18.09 FEET; THENCE N.26°14'40"E., A DISTANCE OF 55.86 FEET; THENCE N.46°01'59"E., A DISTANCE OF 51.53 FEET; THENCE N.07°56'04"W., A DISTANCE OF 51.58 FEET; THENCE N.88°45'05"E., A DISTANCE OF 27.00 FEET; THENCE N.49°32'44"E., A DISTANCE OF 37.70 FEET; THENCE N.24°21'42"E., A DISTANCE OF 40.47 FEET; THENCE N.70°30'07"E., A DISTANCE OF 30.27 FEET; THENCE N.66°14'45"E., A DISTANCE OF 33.96 FEET; THENCE N.41°18'54"E., A DISTANCE OF 43.25 FEET; THENCE N.81°19'08"E., A DISTANCE OF 29.73 FEET; THENCE S.76°54'12"E., A DISTANCE OF 43.86 FEET; THENCE N.27°45'10"E., A DISTANCE OF 52.04 FEET; THENCE N.18°00'53"W., A DISTANCE OF 45.22 FEET; THENCE N.25°30'52"W., A DISTANCE OF 22.26 FEET; THENCE N.84°40'35"E., A DISTANCE OF 60.61 FEET; THENCE N.11°10'34"E., A DISTANCE OF 16.14 FEET; THENCE N.81°20'00"W., A DISTANCE OF 73.87 FEET; THENCE N.27°24'42"W., A DISTANCE OF 30.32 FEET; THENCE N.27°24'42"W., A DISTANCE OF 19.26 FEET TO THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17, N.89°54'52"E., A DISTANCE OF 3,787.37 FEET TO THE SOUTHEAST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.00°09'55"W., ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 3,972.39 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 21, S.89°35'53"E., A DISTANCE OF 2,659.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 21, S.89°32'37"E., A DISTANCE OF 2,656.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S.00°01'39"E., ALONG THE EAST LINE OF SECTION 21 A DISTANCE OF 2,640.26 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 21; THENCE S.00°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 21 A DISTANCE OF 1,037.80 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.89°54'24"E., A DISTANCE OF 270.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.00°09'58"W., A DISTANCE OF 1,600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE S.00°16'42"W., A DISTANCE OF 815.00 FEET TO THE SOUTHEAST CORNER OF

EXHIBIT G-1
WIREFRASS RANCH
PASCO COUNTY, FLORIDA



Kings
ENGINEERING ASSOCIATES, INC.

PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

			JOB NO
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			BAB
NO	DATE	DESCRIPTION	APP'D BY

PARCEL DESCRIPTION: (CONT.)

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

CONTAINING 5,118.640 ACRES, MORE OR LESS.

EXHIBIT G-2 WIREFRASS RANCH PASCO COUNTY, FLORIDA

PREPARED BY:

King
ENGINEERING ASSOCIATES, INC.

4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
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ENGINEERING LICENSE #00002610

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		JOB NO	
		3109-301-000	
		DATE	
		10-01-04	
		SCALE	
		N.T.S.	
		DRAWN BY	
		BAB	
NO	DATE	DESCRIPTION	APPROVED BY

PASCO SCHOOL DISTRICT LANDS:

PARCEL A DESCRIPTION:

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet for a POINT OF BEGINNING; thence N.20°01'02"W., a distance of 408.18 feet; thence N.48°19'03"W., a distance of 283.03 feet; thence N.41°40'57"E., a distance of 878.18 feet; thence N.75°15'08"E. a distance of 1,105.62 feet; thence S.87°36'13"E. a distance of 120.00 feet; thence S.02°23'47"W. a distance of 35.94 feet; thence S.43°32'32"E. a distance of 1,001.00 feet; thence S.15°53'27"W. a distance of 97.53 feet to a point of curvature; thence 1,167.69 feet along the arc of a curve to the right, concave Northwesterly, having a radius of 900.00 feet, delta 74°20'16", chord bearing and distance S.53°03'34"W., 1,087.50 feet; thence N.89°46'18"W., a distance of 1,214.17 feet to the POINT OF BEGINNING.

Containing 60.636 acres more or less.

PARCEL B DESCRIPTION:

All that portion of the Southwest 1/4 of Section 28, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Commencing at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence S.89°34'44"E., along the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33, a distance of 263.85 feet to the POINT OF BEGINNING; thence leaving said line, N.39°10'55"W. a distance of 189.87 feet; thence N.46°30'18"W., a distance of 125.95 feet; thence N.00°57'59"E., a distance of 248.15 feet; thence N.43°44'49"E., a distance of 44.38 feet; thence N.00°00'00"E., a distance of 103.15 feet; thence N.34°14'03"W., a distance of 84.30 feet; thence N.02°14'18"W., a distance of 210.69 feet; thence S.89°34'44"E., a distance of 1,421.64 feet to the Westerly right-of-way line of proposed Mansfield Boulevard (an 80' proposed R/W); thence 506.02 feet along the arc of a non-tangent curve to the right, concave Southwesterly, having a radius of 1,940.00 feet, delta 14°56'41", chord bearing and distance S.07°03'04"E., 504.59 feet; thence S.00°25'16"W., a distance of 395.38 feet to the South line of the Southwest 1/4 of said Section 28; thence N.89°34'44"W., along said South line of said Section 28, a distance of 1,248.55 feet to the POINT OF BEGINNING.

Containing 29.192 acres more or less.

PARCEL C DESCRIPTION:

All that portion of the South 1/2 of Sections 28 & 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Beginning at the common corner of Sections 28, 29, 32 and 33, Township 26 South, Range 20 East, Pasco County, Florida; thence N.89°46'18"W., along the South line of the Southeast 1/4 of said Section 29, said line also being the North line of the Northeast 1/4 of said Section 32, a distance of 2,647.65 feet to the Southwest corner of said Southeast 1/4 of Section 29; thence N.89°58'04"W. along the South line of the Southwest 1/4 of said Section 29, said line also being the North line of the Northwest 1/4 of said Section 32, a distance of 144.45 feet; thence leaving said line N.00°06'28"E., a distance of 330.06 feet; thence S.89°46'18"E., a distance of 1,214.17 feet to a point of curvature; thence 1,167.69 feet along the arc of a tangent curve to the left, concave Northwesterly, having a radius of 900.00 feet, delta 74°20'16", chord bearing and distance N.53°03'34"E., 1,087.50 feet; thence N.15°53'27"E., a distance of 97.53 feet; thence S.75°14'58"E., a distance of 737.43 feet; thence S.02°14'18"E., a distance of 210.69 feet; thence S.34°14'03"E., a distance of 84.30 feet; thence S.00°00'00"W., a distance of 103.15 feet; thence S.43°44'49"W., a distance of 44.38 feet; thence S.00°57'59"W., a distance of 248.15 feet; thence S.46°30'18"E., a distance of 125.95 feet; thence S.39°10'55"E. a distance of 189.87 feet to the South line of the Southwest 1/4 of said Section 28, said line also being the North line of the Northwest 1/4 of said Section 33; thence N.89°34'44"W. a distance of 263.85 feet to the POINT OF BEGINNING.

Containing 37.092 acres more or less.

PREPARED BY:

EXHIBIT H-1 WIREGRASS RANCH PASCO COUNTY, FLORIDA

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JOB NO.		3109-301-000
DATE		10-01-04
SCALE		1" = 10'
DRAWN BY		24B
CHECKED BY		
APPROVED BY		

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JACOBS, INC. SERVICES AND CONCEPTS MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN PERMISSION

All that portion of the South 1/2 of Section 29, Township 26 South, Range 20 East, Pasco County, Florida being more particularly described as follows:

Containing 1.481 acres more or less.

LEGAL DESCRIPTION:

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

CONTAINING 24,000 ACRES MORE OR LESS.



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E-MAIL king@kingengineering.com

EXHIBIT H-2
WIREGRASS RANCH
PASCO COUNTY, FLORIDA

				JOB NO
				3109-301-000
				DATE
				10-01-04
				SCALE
				N.T.S.
				DRAWN BY
				BAB
NO	DATE	DESCRIPTION	APP'D	

considered during the development approval process. Failure to receive recommendations from the Florida Fish and Wildlife Conservation Commission within the development review process time frames shall not preclude a project from being scheduled, considered, or approved.

16. Calculation of allowable density and intensity shall be in compliance with the land use category limitations set forth in the Pasco County Comprehensive Plan.
17. In addition to complying with the above conditions, no activity shall commence on site until such time as the acknowledgment portion of this document is completed (including notarization) and received by the Zoning/Code Compliance Division.

OWNERS/APPLICANTS' ACKNOWLEDGMENT:

The owners/applicants acknowledge that they have read, understood, and accepted the above-listed conditions of approval.

(Date)

I hereby certify on this _____ day of _____, A.D., before me personally appeared the owners/applicants, to me known to be the persons described in and who executed the foregoing document and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

Witness my hand and seal at _____ County, Florida, the day and year aforesaid.

My commission expires:

Notary Public, State of _____ at Large

072

EXHIBIT P

WIREGRASS RANCH DRI NO. 260

ENVIRONMENTAL MANAGEMENT PLAN*

***INCORPORATED BY REFERENCE AND ON FILE WITH THE PLANNING AND
GROWTH MANAGEMENT DEPARTMENT**

EXHIBIT Q

WIREGRASS RANCH DRI NO. 260

**ASSIGNMENT OF DRI ENTITLEMENTS BY MASTER DEVELOPER
(AS OF APRIL 2010)**

Exhibit Q

Wiregrass Ranch DRI Assignment of DRI Entitlements By Master Developer As of April 1, 2010

1. Assignment of Wiregrass DRI Entitlements dated 1/29/08 (as per attached)
Assignor: Wiregrass Ranch, Inc.
Assignee: Goodforest, LLC
Entitlements: 647,500 square feet of retail entitlements
Phase (subphase): 1B
Legal Description: Eastern portion of DRI Parcel C6 (as more particularly described in attached legal description)

ASSIGNMENT OF WIREGRASS DRI ENTITLEMENTS

Wiregrass Ranch, Inc. hereby assigns to Goodforest LLC Six Hundred Forty Seven Thousand Five Hundred (647,500) square feet of retail entitlements pursuant to Phase I of the Development of Regional Impact development order issued pursuant to Florida Statute Section 380.06 adopted by Pasco County, Florida, by Resolution No. 07-291, for use on that real property described on Exhibit "A" attached hereto and made a part hereof by reference

Dated as of the ___ day of _____, 2008.

"Assignor"

Wiregrass Ranch, Inc.
a Florida corporation

By: William H. Porter
Printed Name: William H. Porter
Title: President

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of January, 2008, by William H. Porter as President of Wiregrass Ranch, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FL DRIVER LICENSE as identification.

Linda L. Bell
NOTARY PUBLIC-STATE OF FLORIDA
Printed Name: Linda L. Bell

My commission expires: _____



SALE PARCEL I

(a/k/a)

PARCEL C-6

All that portion of the South 1/2 of Section 30, Township 26 South, Range 20 East, Pasco County, Florida, and being more particularly described as follows: Commencing at the Southwest corner of the Southwest 1/4 of Section 30, Township 26 South, Range 20 East, Pasco County, Florida; thence South 89° 58'40" East, along the South line of the Southwest 1/4 of said Section 30, a distance of 99.24 feet to the Easterly right-of-way line of County Road 581 (Bruce B. Downs Boulevard - a 200 foot right-of-way); thence North 00° 29' 34" East, along the Easterly right-of-way line of said County Road 581, a distance of 125.00 feet to the intersection of the Proposed Northerly right-of-way line of State Road 56; thence South 89° 58'40" East, along said right-of-way line, a distance of 222.16 feet to a point of curvature; thence 1,121.46 feet along the arc of a curve to the left, concave North, having a radius of 3,255.00 feet, delta 19° 44'26" and a chord bearing and distance of North 80° 09'07" East, 1,115.92 feet to the POINT OF BEGINNING; thence leaving said right-of-way line, North 00° 29'39" East, a distance of 1,460.87 feet; thence North 72° 01'12" East, a distance of 275.31 feet; thence North 82° 05'43" East, a distance of 252.03 feet; thence South 50° 22'10" East, a distance of 882.94 feet; thence South 61° 39'12" East, a distance of 380.67 feet to the Proposed Northerly right-of-way line of State Road 56; thence South 59° 38'45" West, along said right-of-way line, a distance of 1,150.12 feet to a point of curvature; thence 604.24 feet along the arc of a curve to the right, concave North, having a radius of 3,255.00 feet, delta 10° 38'10", and a chord bearing and distance of South 64° 57'50" West, 603.37 feet to the POINT OF BEGINNING.