



**DEVELOPMENT AGREEMENT BETWEEN PASCO COUNTY AND
SUNWEST ACQUISITION CORPORATION, DEVELOPER OF RECORD, FOR
DEVELOPMENT OF REGIONAL IMPACT NO. 267 , SUNWEST HARBOURTOWNE**

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THIS DEVELOPMENT AGREEMENT (DA) is made and entered into by and between Pasco County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and Sunwest Acquisition Corporation, the Developer of Record for SunWest Harbourtowne Development of Regional Impact (DRI) No. 267, hereinafter called "DEVELOPER."

Rept: 1298348 Rec: 443.50
DS: 0.00 IT: 0.00
04/07/10 S. Hatcher, Dpty Clerk

WITNESSETH:

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

WHEREAS, on February 24, 2010, the COUNTY approved a development order (DO) with conditions for DRI No. 267 in response to an Application for Development Approval (ADA) for the DRI No. 267 on a parcel of real property in Pasco County, Florida, legally described in Exhibit C of the SunWest Harbourtowne DO, hereinafter called "Project," and attached hereto as Exhibit A; and

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

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

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

WHEREAS, all dates granted by this DA are inclusive of, and not in addition to, all extensions granted by the COUNTY as of the effective date of this DA.; and

WHEREAS, the DO establishes the amount of Twenty-Eight Million Nine Hundred Fifty-Five Thousand Nine Hundred Fifty-Nine and 00/100 Dollars (\$28,955,959.00) (Proportionate Share Obligation) (June 2009 dollars) as the DEVELOPER'S proportionate-share contribution for the transportation impacts of the build-out of the Project and requires the DEVELOPER to construct various roadway segments, U.S. Highway 19 intersection improvements, and site-related improvements, and potentially make a payment or construct an additional pipeline project as described and defined in this DA (Required Roadway Improvements); and

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER
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WHEREAS, the DO requires the DEVELOPER to enter into a DA with the COUNTY for the right-of-way acquisition, design, and construction of the Required Roadway Improvements; and

WHEREAS, the COUNTY after public notice and hearing in accordance with applicable law, has approved this DA.

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

1. WHEREAS CLAUSES

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

2. PURPOSE

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

3. GENERAL REQUIREMENTS

a. Legal Description: The land subject to this DA is identified in Exhibit A. The holders of legal title are Bill H. Hunt, Branford Investment LLC, Dial One LC, Successful Investments LLC, Forest Properties LLC, Southwest Florida Water Management District, and Withlacoochee River Electric Corporation, and Sunwest Acquisition Corporation, a Florida corporation, whose principal address is 1115 South Main Street, Brooksville, Florida 34603. Pursuant to Section 163.3239, F.S., the burdens of this DA shall be binding upon and the benefits of the DA shall inure to all such legal and equitable owners and their successors in interest.

b. Duration and Effective Date: This DA shall be for the duration of ten (10) years, subject to any conditions precedent or termination provisions herein or mutual agreement, from the effective date of this DA. The effective date of this DA shall be established in accordance with Section 163.3239, Florida Statutes.

c. Development Uses of Land: The Project is currently zoned A-C Agricultural District, AR Agricultural Residential District, R-4 Residential District, RMH Mobile Home District, C-2 General Commercial District, C-3 Commercial District and I-1 Light Industrial Park District. An application to amend the zoning to an MPUD Master Planned Unit Development District has been submitted to the Growth Management

Department and approved by the Board of County Commissioners concurrent with this DA. The MPUD Master Plan Rezoning Petition and the DO set forth the permitted uses for the Project.

d. Public Facilities: Adequate transportation facilities for the Project will be provided through the Required Roadway Improvements and other transportation facilities required by the COUNTY'S Land Development Code (LDC) and Comprehensive Plan, and the MPUD conditions of approval. Adequate potable water and wastewater services for the Project are available through the COUNTY'S existing water and sewer lines subject to a Utilities Services Agreement with the COUNTY, the MPUD Master Planned Unit Development Conditions of Approval, and the DO. Adequate disposal services for the Project are available through existing licensed collectors and the COUNTY'S Solid Waste Disposal and Resource Recovery System subject to applicable provisions of the Code of Ordinances and the Comprehensive Plan. All drainage improvements necessary to serve the Project will be provided by the DEVELOPER in accordance with the terms and conditions of the DO, the MPUD Master Planned Unit Development, this DA, the COUNTY'S approved construction plans, and satisfaction of all County, State, and Federal regulations. Other public facilities, such as transit, fire/EMS, parks, libraries, schools, hurricane shelters, and law enforcement, shall be addressed for the Project in accordance with the MPUD conditions of approval, the DO, and applicable provisions of the Land Development Code, Code of Ordinances, and Comprehensive Plan.

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

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

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

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

j. Zoning and Comprehensive Plan Issues: The current Comprehensive Plan Future Land Use Map classifications for the Property are Coastal Land (C/L), Industrial – Light (IL), Residential 6 (RES-6), Residential 9 (RES-9) and Retail/Office/Residential (ROR). Simultaneously with the adoption of the DO, the BCC shall be adopting a Comprehensive Plan Amendment amending the Future Land Use Map classifications for the Property from Coastal Land (C/L), Industrial – Light (IL), Residential 6 (RES-6), Residential 9 (RES-9) and Retail/Office/Residential (ROR) Districts to Planned Development (PD). The proposed development is consistent with the applicable provisions of the Planned Development (PD) classification; the subarea policies; and other applicable Goals, Objectives, and Policies of the Comprehensive Plan. The zoning classification for the Project is A-C Agricultural District, AR Agricultural Residential District, RMH Mobile Home District, Res-4 Residential District, C-2 General Commercial District, C-3 Commercial District and I-1 Light Industrial Park District. An application to amend the zoning from A-C Agricultural District, AR Agricultural Residential District, RMH Mobile Home District, Res-4 Residential District, C-2 General Commercial District, C-3 Commercial District, and I-1 Light Industrial Park District to MPUD Master Planned Unit Development has been submitted to the Growth Management Department and approved by the Board of County Commissioners concurrent with the adoption of the DO.

4. FINANCE AND CONSTRUCTION OF ROADWAY IMPROVEMENTS

a. Proportionate Share Amount. The DEVELOPER agrees to permit, design, and construct the Required Roadway Improvements as defined herein, within public rights-of-way to be provided by the COUNTY or FDOT or dedicated/acquired by the DEVELOPER, as mitigation for the SunWest Harbortowne transportation impacts. However, the actual permitting and design of the continuous right turn lane on U.S. Highway 19 pipeline projects (as further defined herein) will be provided by the Florida Department of Transportation (FDOT). Pursuant to Section 163.3180(12), F.S., and Rule 9J-2.045, FAC, the DEVELOPER'S proportionate-share contribution for those improvement projects listed in Exhibit G of the Project's DO attached hereto as Exhibit B, is Twenty-Eight Million Nine Hundred Fifty-Five Thousand Nine Hundred Fifty-Nine and 00/100 Dollars (\$28,955,959.00) (Proportionate Share Obligation) (June 2009 dollars).

b. Identification of Required Roadway Improvements: The DEVELOPER has elected to design, permit, construct, and in limited instances, provide right-of-way for the Required Roadway Improvements in subsections (1), (2), and (3) below to mitigate the transportation impacts of the Project. Completion of the Required Roadway Improvements by the DEVELOPER shall satisfy the DEVELOPER's required proportionate-share contribution and shall vest the DEVELOPER for transportation concurrency for

3,039 equivalent in p.m. peak hour trips through December 31, 2020, subject to any extensions granted pursuant to the COUNTY'S Concurrency Management Ordinance. The December 31, 2020 build-out date includes all concurrency extensions granted pursuant to the COUNTY'S Concurrency Management Ordinance as of the effective date of this DA.

(1) Identification of Pipeline Projects. The DEVELOPER has elected to construct the U.S. Highway 19 Continuous Right Turn Lane Pipeline Projects (No.'s 2 through 5) and the DEVELOPER has elected to design, permit and provide right-of-way (where necessary) and contribute funds or construct improvements of the other pipeline projects (Nos. 1 and 6 through 8) to mitigate the proportionate share transportation impacts of the Project. The total eight (8) Pipeline Projects are further defined below and collectively referred to as the Pipeline Projects which are estimated to cost Twenty-Eight Million Nine Hundred Fifty-Five Thousand Nine Hundred Fifty-Nine and 00/100 Dollars (\$28,955,959.000) (June 2009 dollars). Pipeline Projects 1 and 6 through 8 shall also include all shoulders, striping, signalization, medians, sidewalks, stormwater-drainage facilities, floodplain mitigation, wetland mitigation, guardrails, and other roadway appurtenances, all as determined by the COUNTY and permitting agencies to be necessary during the design and permitting of the project (Roadway Appurtenances) unless otherwise specified herein. For Pipeline Projects 2-5, the DEVELOPER shall be responsible for construction of stormwater drainage facilities, floodplain mitigation, and wetland mitigation as required by the FDOT design and within the FDOT's existing or available right-of-way, or other construction costs resulting from the permitting process. Should the FDOT design require additional funding for right-of-way acquisition in order to construct Pipeline Project No.'s 2-5, this DA and the pipeline projects shall be amended to include these additional costs; however in no event shall these additional costs cause the total Proportionate Share Obligation to be exceeded. Notwithstanding anything herein to the contrary, the DEVELOPER shall commence construction of the U.S. Highway 19 Continuous Right Turn Lane no later than December 31, 2016 or the applicable deadline set forth below, whichever occurs first. Construction shall occur in accordance with the time frames established by applicable agency permits, as may be extended by the permitting agencies, and completed by the deadlines set forth below. The December 31, 2016 commencement date may be extended if approved by both the COUNTY and the FDOT through an amendment of this DA. For the purposes of this DA, commencement shall be defined by submission of the bid package in accordance with Section 6.a of this DA, and the terms "complete" or "completed" shall mean the required roadway improvement has been accepted by the County for maintenance and is open to the traveling public, and the required maintenance guarantee has been provided by the DEVELOPER.

a. Pipeline Project No. 1:

(i) Upon approval by the County of the Engineer's certified cost estimates, including any right of way acquisitions and permitting cost estimates, the DEVELOPER shall

improve to County standards the existing unpaved portion of Old Dixie Highway from the termination of the existing pavement approximately 150 feet north of its intersection with Gulf Way north to the southern boundary of the COUNTY'S park property. The cost estimates shall include the cost of designing, permitting, acquiring right of way and constructing the County trail system along the entire roadway and extending to its intersection with Sea Ranch Drive. If the County approves the cost estimates, or any part thereof, and the total County approved certified cost estimates of revised Pipeline Project No. 1 exceed Two Million Three Hundred Fifty Three Thousand One Hundred Seventy-Three and 00/100 Dollars (\$2,353,173.00) (June 2009 dollars) (the "Additional Pipeline Project No. 1 Construction Costs"), the proportionate share amount and available impact fee credits for this project will be adjusted accordingly. The adjustment shall include a reduction of the amount of the required contribution for Pipeline Project No. 8, and/or a reduction in the scope of, or elimination of, Pipeline Project No. 6, as determined by the County; however, such reduction shall not exceed the amount of the Additional Pipeline Project No. 1 Construction Costs. In no event shall the Additional Pipeline Project No. 1 Construction Costs cause the total Proportionate Share Obligation to be exceeded. At a minimum, the DEVELOPER shall pave over the existing unpaved portion of Old Dixie Highway from the termination of the existing pavement approximately 150 feet north of its intersection with Gulf Way north to the southern boundary of the COUNTY'S park property. The DEVELOPER shall be responsible for the application of a surface course of asphalt over the existing road base but shall not be required to add to, or improve, any of the existing base materials. In addition, The DEVELOPER shall resurface that portion of Old Dixie Highway from its intersection with Sea Ranch Drive north to the termination of the existing pavement approximately 150 feet north of its intersection with Gulf Way. The DEVELOPER shall be responsible for the application of an appropriate surface course of asphalt over the existing road surface. The DEVELOPER shall be responsible for striping the roadway in accordance with COUNTY standards upon completion of the paving project (collectively referred to Pipeline Project No. 1). The DEVELOPER shall post an appropriate financial guarantee for Pipeline Project No. 1 in accordance with Section 8 of this DA. Pipeline Project No. 1 shall be completed prior to approval of the first record plat for the 501st residential dwelling unit (or construction plan approval where no plat is required). This project shall be deemed completed and accepted by the COUNTY for maintenance prior to eighteen (18) months from the approval of the first record plat for the 501st residential dwelling unit (or construction plan approval where no plat is required). Construction of this improvement satisfies Two Million Three Hundred Fifty Three Thousand One Hundred Seventy-Three and 00/100 Dollars (\$2,353,173.00) (June 2009 dollars) of the DEVELOPER'S proportionate-share obligation, as may be modified by the Additional Pipeline Project No. 1 Construction Costs. Subject to the limitations set forth above, the DEVELOPER shall design, permit, acquire or donate right of way (where necessary), and construct Pipeline

Project No. 1 regardless of cost. Construction of this improvement shall be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA.

b. Pipeline Project No. 2: This portion of the project known as the U.S. Highway 19 Continuous Right Turn Lane Pipeline Project No. 2 shall include the construction by the DEVELOPER of a continuous right turn lane along both the north bound and south bound sides of U.S. Highway 19 from the north side of its existing intersection with New York Avenue north to the south side of its existing intersection with Denton Avenue in accordance with the design provided by the FDOT(Pipeline Project No. 2). The construction of the continuous right turn lane shall only be required in those areas where the right turn lane is not already present and only within existing or available public rights of way. In no event shall the DEVELOPER or the COUNTY be required to obtain any additional right of way for this project. The DEVELOPER shall post an appropriate financial guarantee for the Pipeline Project No. 2 in accordance with Section 8 of this DA. Pipeline Project No. 2 shall be completed prior to approval of the first record plat for the 801st residential dwelling unit (or construction plan approval where no plat is required). This project shall be deemed completed and accepted by the COUNTY for maintenance prior to eighteen (18) months from the approval of the first record plat for the 801st residential dwelling unit (or construction plan approval where no plat is required). Construction of Pipe Line Project No. 2 satisfies Five Million Nine Hundred Seventy-Two Thousand One Hundred Five and 00/100 Dollars (\$5,972,105.00) (June 2009 dollars) of the DEVELOPER'S proportionate-share obligation. Construction of this improvement shall be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA.

c. Pipeline Project No. 3: This portion of the project known as the U.S. Highway 19 Continuous Right Turn Lane Pipeline Project No. 3 shall include the construction by the DEVELOPER of a continuous right turn lane along both the north bound and south bound sides of U.S. Highway 19 from the north side of its existing intersection with Denton Avenue north to the south side of its existing intersection with Little Road in accordance with the design provided by the FDOT (Pipeline Project No. 3). The construction of the Pipeline Project No. 3 shall only be required in those areas where the right turn lane is not already present and only within existing or available public rights of way. In no event shall the DEVELOPER or the COUNTY be required to obtain any additional right of way for this project. The DEVELOPER shall post an appropriate financial guarantee for the Pipeline Project No. 3 in accordance with Section 8 of this DA. Pipeline Project No. 3 shall be completed prior to approval of the first record plat for the 1251st residential dwelling unit (or construction plan approval where no plat is required). This project shall be deemed completed and accepted by the COUNTY for maintenance prior to eighteen (18) months from the approval of the first record plat for the 1251st residential dwelling unit (or construction plan approval where no plat is required). Construction of Pipeline Project No. 3 satisfies Four Million One Thousand Eight Hundred

Seventy-Six and 00/100 Dollars (\$4,001,876.00) (June 2009 dollars) of the DEVELOPER'S proportionate-share obligation. Construction of this improvement shall be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA.

d. Pipeline Project No. 4: This portion of the project known as the U.S. Continuous Right Turn Lane Pipeline Project No. 4 shall include the construction by the DEVELOPER of a continuous right turn lane along both the north bound and south bound sides of U.S. Highway 19 from the north side of its existing intersection with Little Road north to the south side of its existing intersection with Aripeka Road in accordance with the design provided by the FDOT (Pipeline Project No. 4). The construction of Pipeline Project No. 4 shall only be required in those areas where the right turn lane is not already present and only within existing or available public rights of way. In no event shall the DEVELOPER or the COUNTY be required to obtain any additional right of way for this project. The DEVELOPER shall post an appropriate financial guarantee for the Pipeline Project No. 4 in accordance with Section 8 of this DA. Pipeline Project No. 4 shall be completed prior to approval of the first record plat for the 1751st residential dwelling unit (or construction plan approval where no plat is required). This project shall be deemed completed and accepted by the COUNTY for maintenance prior to eighteen (18) months from the approval of the first record plat for the 1751st residential dwelling unit (or construction plan approval where no plat is required). Construction of Pipeline Project No. 4 satisfies Seven Million Six Hundred Forty-Six Thousand Three Hundred Nine and 00/100 Dollars (\$7,646,309.00) (June 2009 dollars) of the DEVELOPER'S proportionate-share obligations. Construction of this improvement shall be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA.

c. Pipeline Project No. 5: This portion of the project known as the U.S. Highway 19 Continuous Right Turn Lane Pipeline Project No. 5 shall include the construction by the DEVELOPER of a continuous right turn lane along both the north bound and south bound sides of U.S. Highway 19 from the north side of its existing intersection with Aripeka Road north to the south side of its existing intersection with County Line Road in accordance with the design provided by the FDOT (Pipeline Project No. 5). The construction of Pipeline Project No. 5 shall only be required in those areas where the right turn lane is not already present and only within existing or available public rights of way. In no event shall the DEVELOPER or the COUNTY be required to obtain any additional right of way for this project. The DEVELOPER shall post an appropriate financial guarantee for the Pipeline Project No. 5 in accordance with Section 8 of this DA. Pipeline Project No. 5 shall be completed prior to approval of the first record plat for the 2251st residential dwelling unit (or construction plan approval where no plat is required). This project shall be deemed completed and accepted by the COUNTY for maintenance prior to eighteen (18) months from the

approval of the first record plat for the 2251st residential dwelling unit (or construction plan approval where no plat is required). Construction of Pipeline Project No. 5 satisfies Five Million Eight Hundred Sixty Eight Thousand Three Hundred Twelve and 00/100 Dollars (\$5,868,312.00) (June 2009 dollars) of the DEVELOPER'S proportionate-share obligation. Construction of this improvement shall be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA.

d. Pipeline Project No. 6: Upon approval by the County of the Engineer's certified cost estimates, including any right of way acquisition estimates, the DEVELOPER shall design, permit, acquire right of way (where necessary), and construct certain intersection improvements to the intersection of Hudson Avenue and U.S. Highway 19 which will include adding an additional lane of pavement onto Hudson Avenue east of U.S. Highway 19 within existing right of way in order to accommodate two dedicated westbound left turn lanes, one shared thru/left turn lane and one dedicated westbound right turn lane, or alternate improvements at or near the intersection of U.S. Highway 19 and Hudson that are equal or less than \$779,989.00 (2009 Dollars) (Pipeline Project No. 6). Prior to finalizing design of Pipeline Project No. 6, the DEVELOPER shall coordinate with the Engineering Services Department regarding the scope of the design. Prior to finalizing design and permitting of Pipeline Project No. 6, the DEVELOPER shall provide the COUNTY with an engineer's certified cost estimate along with an estimate of the necessary right-of-way for Pipeline Project No. 6. The County shall review the cost estimates and determine whether or not to proceed with all or part of Pipeline Project No. 6. If the County elects not to proceed with the construction of all or part of this project, it shall notify the Developer who shall cease any further work on any portion of the project not authorized by the COUNTY. If the COUNTY elects to terminate Pipeline Project No. 6 because of the Additional Pipeline Project No. 1 Construction Costs, or for other reasons, the Developer shall not commence design work for Pipeline Project No. 6; thereafter, the amount of Pipeline Project No. 1 or No. 8, as determined by the County, shall be increased by \$777,989.00. If the Developer completes any design work for Pipeline Project No. 6, the Developer shall receive proportionate share credit and transportation impact fee credits as applicable for the DEVELOPER's engineering and design work done prior to the County's decision to reduce or terminate the project, and thereafter the amount of Pipeline Project No. 1 or No. 8, as determined by the COUNTY, shall be increased by all or the applicable portion of \$777,989.00, less any amount expended by the Developer prior to termination. In the event the County determines to proceed with any portion of Pipeline Project No. 6, then the DEVELOPER shall post an appropriate financial guarantee for the Pipeline Project No. 6 in accordance with Section 8 of this DA. Pipeline Project No. 6 shall be completed prior to approval of the first record plat for the 2301st residential dwelling unit (or construction plan approval where no plat is required). This project shall be deemed completed and accepted by the COUNTY for maintenance prior to eighteen (18) months from the approval of the first record plat for the 2301st residential dwelling unit (or construction plan

approval where no plat is required). Construction of Pipeline Project No. 6 satisfies Seven Hundred Seventy-Seven Thousand Nine Hundred Eighty-Nine and 00/100 Dollars (\$777,989.00) (June 2009 dollars) of the DEVELOPER'S proportionate-share obligation; however, if the COUNTY reduces the scope of Pipeline Project No. 6, the amount of the proportionate share credit for Pipeline Project No. 6 shall be based on the certified cost estimate for the reduced Pipeline Project No. 6. The amount of this proportionate share credit for Pipeline Project No. 4 may be adjusted upwards in the event it becomes necessary for the Developer to acquire additional right of way to accommodate the intersection improvements described herein, but in no event shall the Developer's obligation for such additional right of way, when added to the total estimated cost of the Pipeline Projects, exceed the Proportionate Share Obligation. The County shall be responsible for the cost of any additional rights of way acquisitions authorized by the COUNTY in excess of this number. Construction of this improvement shall be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA.

e. Pipeline Project No. 7: The DEVELOPER shall design, permit acquire right of way (where necessary), and construct certain intersection improvements to Aripeka Road and U.S. Highway 19 which will include a north to east bound left turn lane on U.S. Highway 19 within existing right of way, along with full signalization of the intersection consistent with FDOT standards. If warranted, the DEVELOPER shall construct this improvement concurrent with any retail development on the DEVELOPER'S property at the southwest corner of the intersection and the same shall be completed prior to the issuance of the first certificate of occupancy (CO) within the adjacent retail parcel or prior to the first record plat for the 2,401st residential dwelling unit, whichever occurs first. Construction of Pipeline Project No. 7 shall satisfy Six Hundred Eleven Thousand Four Hundred Seventy Four and 00/100 Dollars (\$611,474.00) (June 2009 dollars) of the DEVELOPER'S proportionate-share obligations. In the event the signalization is not warranted at the time of any site plan approval for the adjacent retail parcel, the DEVELOPER shall post an appropriate financial guarantee for the cost of the signal with the COUNTY in accordance with Section No. 8 of this DA. This project shall not be deemed complete until accepted by the COUNTY for maintenance. Construction of this improvement shall only be eligible for transportation impact fee (TIF) credits in accordance with Section No. 7 of this DA to the extent that any required portion of improvement is determined by the COUNTY not to be site related and then only to the extent of the cost for the non-site related improvements.

f. Pipeline Project No. 8: Prior to approval of the first record plat for the 2401st residential dwelling unit (or construction plan approval where no plat is required), the DEVELOPER shall construct improvements or contribute funds equivalent to One Million Seven Hundred Ninety Four Thousand Seven Hundred Twenty-One and 00/100 Dollars (\$1,724,721.00) (June 2009 dollars) less the Additional Pipeline Project No. 1 Construction Costs, and less the amount of any funds, if any,

required to be paid by the Developer for rights of way needed to accommodate the improvements in Pipeline Project No. 6. In addition, the amount of this project shall be increased as set forth above in the event the County determines not to proceed with, or reduce the scope of, Pipeline Project No. 6, except to the extent the Pipeline Project No. 6 proportionate share amount is utilized for the Additional Pipeline Project No. 1 Construction Costs. The contribution may be used toward the construction of mobility or facility improvements in Pasco County that benefit the impacted facilities in Exhibit G as determined by the COUNTY (Pipeline Project No. 8). Prior to December 31, 2017, the improvement(s), including the payment or construction of a pipeline project or combination thereof, shall be identified through the filing of a DO amendment and/or Notice of Proposed Change to the Project, if required. The required contribution shall be adjusted by the most recent construction and right-of-way indices as adopted by the TIF Ordinance, as amended, and net of any TIF paid to date. The improvements shall be consistent with Section 163.3180(12), F.S., and the schedule of capital improvements in the Comprehensive Plan shall be amended at the next regularly scheduled update to include the improvements, if they are not already in the schedule. The pipeline contribution or construction, once performed, shall be eligible for credit against the proportionate-share amount identified in Section No. 4.a and shall be eligible for transportation impact fee credits as determined by the COUNTY Capital Improvements Plan (CIP), and if allowed in accordance with the TIF Ordinance and Section No. 7 of this DA.

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

(3) Site-Access Improvements. The DEVELOPER shall at its sole expense and regardless of cost, design, permit, construct and acquire or donate right-of-way (where necessary) for the improvements in Exhibit C (Site-Access Improvements) including all Roadway Appurtenances as determined by the COUNTY and permitting agencies, as applicable, to be necessary during the design and permitting of the Site-Access Improvements. The DEVELOPER understands and agrees that all Site-Access Improvements described herein are not eligible for or entitled to TIF credits pursuant to the terms of the TIF Ordinance as amended; therefore, all design, permitting, right-of-way donations/acquisitions, and construction expenses incurred by the DEVELOPER for the Site-Access Improvements are not eligible for TIF credits, proportionate

share credit, or COUNTY reimbursement. Those improvements set forth in Exhibit C shall be constructed as needed to serve adjacent development or earlier if required pursuant to the Land Development Code, MPUD Master Planned Unit Development conditions of approval, or the Master Roadway Plan, as applicable.

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

a. Design, Permitting, and Right-of-Way Acquisition: The DEVELOPER shall design, permit, and acquire or donate right-of-way (where necessary) for the Required Roadway Improvements in accordance with the terms of this DA. Except for any design modifications approved by the County for Pipeline Project No. 1, the Required Roadway Improvements shall be designed consistent with the design criteria of the COUNTY and/or the FDOT as appropriate. However, the actual permitting and design of the continuous right turn lanes on U.S. Highway 19 will be provided by the Florida Department of Transportation.

b. Design and Construction Requirements: Except for any design modifications approved by the County for Pipeline Project No. 1, all design, permitting, and construction for the Required Roadway Improvements shall be in accordance with the standards promulgated by the FDOT in accordance with Section 336.045, F.S., and the COUNTY as appropriate, and construction plans shall comply with FDOT's *Plans Preparation Manual* or COUNTY standards as appropriate, and shall include, but not be limited to, cross sections, drainage, and plan/profile sheets. Plan/profile sheets and cross section drawings shall indicate the location(s) of drainage inlets and roadway facilities. Except as otherwise provided in this DA, any Required Roadway Improvement related wetland and floodplain impacts and compensation shall be included in the design and indicated on the plans. The construction contractors used by the DEVELOPER to complete the Pipeline Projects 2 thru 5 shall be satisfactory to the FDOT.

c. Roadway Drainage Facilities: Roadway drainage facilities, either on-site or off-site, if not commingled or combined with drainage facilities for the Project or any other facilities or developments along the route of the Required Roadway Improvements shall be owned, operated, and maintained by the FDOT or COUNTY as applicable, subsequent to the expiration of the Maintenance Guarantee period as set forth herein. The DEVELOPER may, however, request of the COUNTY that the DEVELOPER, Community Development District (CDD), or other legal entity as may be approved by the COUNTY, be allowed to maintain these facilities for the COUNTY roadways. If such request is granted, the DEVELOPER or CDD, as applicable, shall provide appropriate easements to the COUNTY so that the COUNTY has the ability to maintain the facilities in the event the DEVELOPER or CDD, as applicable, defaults on its obligations to maintain the facilities. If the Required Roadway Improvements drainage facilities are commingled or combined with drainage facilities of the Project or any other facilities or developments along the route of the Required Roadway Improvements, all such drainage facilities shall remain owned by the underlying land owner, including the DEVELOPER where applicable, and operation and maintenance of the

same shall be the responsibility of the respective underlying land owner (CDD or other similar legal entity as may be approved by the COUNTY). The underlying landowner (CDD or other similar legal entity as may be approved by the COUNTY) shall be responsible for the design, permitting, and construction of all such commingled or combined drainage facilities, unless otherwise approved by the COUNTY. Appropriate easements to the FDOT or COUNTY, as applicable, shall be provided on all lands owned by the DEVELOPER and shall be obtained from all other underlying land owners, by condemnation if necessary, of land containing drainage facilities serving the Required Roadway Improvements, including those facilities that are commingled or combined, so the FDOT or COUNTY has the ability to maintain the facilities associated with the Required Roadway Improvements in the event the DEVELOPER or other respective underlying land owners default on its (their) obligation to maintain the facilities. Commingling or combining of drainage facilities for the U.S. Highway 19 Pipeline Projects shall not be allowed unless specifically approved in writing by the FDOT.

d. Wetland and Floodplain Mitigation: In the event that the permitted wetland and/or floodplain mitigation area(s) for the impacts associated strictly with the Required Roadway Improvements are permitted and constructed separately and distinctly from impacts associated with the Project or any other facilities or developments, the COUNTY or FDOT, as applicable, will accept ownership and maintenance responsibilities subsequent to successful completion of the maintenance and monitoring period and acceptance by the governing agency(ies). If the permitted wetland and floodplain mitigation areas related to the Required Roadway Improvements are commingled/combined with wetland and floodplain mitigation areas of the Project or any other facilities or developments, all the wetland and floodplain mitigation areas shall be permitted, owned, operated, and maintained by the underlying land owner, including the DEVELOPER or CDD, where applicable. Appropriate easements shall be provided to the FDOT or COUNTY, as applicable, for the wetland and floodplain mitigation areas associated with the Required Roadway Improvements which are owned by the DEVELOPER and shall be obtained, by condemnation if necessary, from all other underlying landowners of land containing such mitigation areas serving the Required Roadway Improvements, including those areas that are commingled or combined, so the COUNTY or FDOT, as applicable, has the ability to maintain the facilities in the event the DEVELOPER or other underlying land owner defaults on its (their) obligations to maintain the facilities. Commingling or combining of wetland and/or floodplain mitigation areas for the U.S. Highway 19 Improvement Pipeline Projects shall not be allowed unless specifically approved in writing by the FDOT.

e. COUNTY/FDOT Review and Approval of Design: Except for the continuous right turn lane on U.S. Highway 19, the DEVELOPER shall complete and submit thirty (30), sixty (60), ninety (90), and 100 percent design plans to the COUNTY or the FDOT, as appropriate, for review and approval unless the FDOT or COUNTY agrees in writing to or have adopted an alternative submittal schedule. The DEVELOPER

shall obtain approval of the 100 percent design and right-of-way plans for the Required Roadway Improvements from the COUNTY or the FDOT, as applicable, prior to commencement of any bidding of the Required Roadway Improvements. Any reviews and approvals by the COUNTY shall be completed by the COUNTY within thirty (30) days of submission by the DEVELOPER of complete and correct documents to the COUNTY. The COUNTY shall make a completeness review and notify the DEVELOPER within five (5) business days of receipt of the submission by DEVELOPER if not complete and correct. The DEVELOPER shall provide at the time of 100 percent design and right-of-way plan submission for the Pipeline Projects (or sooner if required by other sections of this DA) an estimate of the cost of constructing the Pipeline Projects, including inspection costs which shall be certified by an engineer duly registered in the State of Florida and approved by the COUNTY (hereinafter Cost Estimate). All plans, once accepted and approved for construction by the COUNTY or FDOT, as applicable, shall become the property of the COUNTY or FDOT.

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

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

h. COUNTY and FDOT Review: The DEVELOPER agrees and recognizes that the COUNTY and FDOT shall not be held liable or responsible for any claims which may result from any actions or omissions of the DEVELOPER or engineers/contractors selected by the DEVELOPER, in which the COUNTY or FDOT participated, either through review or concurrence of their actions. In reviewing, approving, or rejecting any submissions or acts of the DEVELOPER or engineers/contractors selected by the DEVELOPER, the COUNTY and FDOT in no way assume or share any of the responsibility or liability of the DEVELOPER or its consultants, contractors, or registered professionals (architects and/or engineers) under this DA. All work covered under this DA shall be performed in accordance with good engineering practice, and all established design criteria and procedures shall be followed. The COUNTY and FDOT will review the submittals, although detailed checking will not necessarily be done. The DEVELOPER remains solely responsible for the work and is not relieved of that responsibility by review comments. However, the Developer shall not be responsible, nor liable, for the design of the continuous right turn lane on U.S. Highway 19 or any claims relating to the design which is to be provided by FDOT.

i. Utilities Relocation: The DEVELOPER shall coordinate the relocation of any utilities infrastructure in conflict with the Required Roadway Improvements, including County utilities.

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

j. Right-of-Way Acquisition:

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

(2) While it is not anticipated that additional right-of-way will be required for the Pipeline Projects, if necessary, efforts will be made by the COUNTY and DEVELOPER to have the COUNTY to act as a condemning authority with regard to any additional right-of-way required for the Pipeline Projects. The DEVELOPER shall have the authority to attempt to privately acquire necessary right-of-way. To the extent the COUNTY has condemning authority, the COUNTY agrees to participate in the eminent domain proceeding as follows:

COUNTY staff involvement for any Required Roadway Improvement eminent domain proceeding shall be limited to preparation of an engineering memorandum in support of a Resolution of Necessity with the timely support and cooperation of the above consultants and professionals, and providing necessary representatives and witnesses in conjunction with any eminent domain proceedings. After receipt of a request by the DEVELOPER for the Resolution of Necessity, and confirmation of condemning authority, the COUNTY'S preparation and consideration of the Resolution of Necessity shall not be unreasonably withheld or delayed. The DEVELOPER, not later than the time when sixty (60) percent design plans are submitted, shall identify all

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real estate parcels required for the Required Roadway Improvements and identify the appropriate interests in real estate for right-of-way acquisition and furnish the same to the COUNTY. The COUNTY, not later than thirty (30) days after its receipt of the submittal, shall either approve or disapprove the submittal. If the COUNTY disapproves the submittal, it shall provide comments to the DEVELOPER explaining the reasons for the disapproval. Right-of-way maps shall be prepared in accordance with the requirements of the COUNTY'S and State of Florida's Minimum Technical Standards. Upon COUNTY approval of the submittal and confirmation of condemning authority, the DEVELOPER shall select an attorney acceptable to the COUNTY to represent the COUNTY in the acquisition of right-of-way. Thereafter, the DEVELOPER, in conjunction with the mutually agreeable attorney, shall proceed to acquire for the COUNTY, and in the COUNTY'S name, the right-of-way pursuant to applicable law. The COUNTY, its elected officials, employees, and representatives shall not be liable under any circumstances to the DEVELOPER, its employees, contractors, material suppliers, agents, representatives, or customers for any delay occasioned by the inability to obtain the right-of-way. The DEVELOPER shall submit quarterly project status reports that document the actions and progress of right-of-way acquisitions to the COUNTY Engineer or his designee.

6. PIPELINE PROJECTS BIDDING AND CONSTRUCTION

(1) The DEVELOPER shall comply with the bidding procedures set forth in the County's Guidelines for Developer Pipeline Projects in Pasco County.

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

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

(4) COUNTY & FDOT Observation: The COUNTY'S and/or FDOT's personnel and authorized representatives, as applicable, reserve the right to inspect, observe, and materials-test any and all work associated with the Required Roadway Improvements and shall at all times have access

to the work being performed pursuant to this DA for the COUNTY'S and/or FDOT'S observation. However, should the COUNTY and/or FDOT observe any deficiencies inconsistent with the plans or construction not in accordance with the specifications, the COUNTY and/or FDOT shall notify the DEVELOPER and its representative in writing; and the DEVELOPER shall, at its cost, correct the deficiencies as necessary. Nothing herein shall require the COUNTY and/or FDOT to observe or inspect the work of the Required Roadway Improvements. The DEVELOPER shall be solely responsible for ensuring that the Required Roadway Improvements are constructed in accordance with the plans, specifications, and required standards. Observations by the COUNTY and/or FDOT or their inspectors that do not discover that construction is not in accordance with the approved plans, specifications, and required standards shall not be deemed a waiver of the DEVELOPER'S requirements herein.

(5) Right-of-Way: Except for Pipeline Projects 2 through 5, prior to the COUNTY'S or FDOT'S acceptance of any of the Required Roadway Improvements, as applicable, the DEVELOPER shall meet the applicable requirements of the COUNTY and FDOT and cause all rights-of-way, including rights-of-way for drainage facilities and wetland and floodplain mitigation, as appropriate, to be conveyed to the COUNTY or FDOT in fee simple, free of financial encumbrances or other encumbrances which restrict its use for road purposes. Unless required elsewhere herein, all conveyances shall occur at record plat or construction plan approval where a record plat is not required or within ninety (90) days of the COUNTY'S request, whichever occurs first. All conveyances shall include access easements be in a form acceptable to the COUNTY'S Real Estate Division and FDOT and be free and clear of all liens and encumbrances, including exemption from all covenants and deed restrictions.

(6) Construction Requirements: During the construction phase of the Required Roadway Improvements, the DEVELOPER and/or its construction contractor(s) shall:

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

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

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

(d) Be responsible for full and complete performance of all construction activities required pursuant to this DA. The DEVELOPER shall be responsible for the care and protection of any materials provided or work performed for the Required Roadway Improvements until the

improvements are completed and accepted by the COUNTY or FDOT, which acceptance shall not be unreasonably withheld.

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

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

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

7. TRANSPORTATION IMPACT FEES AND CREDITS

a. Transportation Impact Fees: The DEVELOPER and Project shall be assessed TIF in accordance with the COUNTY'S adopted TIF Ordinance as amended and this DA. The COUNTY agrees to budget impact fees paid within the Project in an impact fee account attributable to the pipeline projects for reimbursement or TIF credit to the DEVELOPER or to another entity or entities; e.g., the CDD, to the extent that such entity finances or otherwise pays for or contributes to the pipeline project(s) as determined by the COUNTY (hereinafter referred to as the "Credit Receiving Entity"). Once the DEVELOPER has posted the performance guarantees and commenced construction for the pipeline projects referenced in this DA, the COUNTY agrees to reimburse or provide impact fee credits to the Credit Receiving Entity for those expenditures on the pipeline projects approved by the COUNTY to be impact fee creditable in accordance with this DA and the TIF Ordinance. The DEVELOPER and Credit Receiving Entity shall not be entitled to any interest on the account. TIFs paid for or by the Project shall be held for the pipeline projects for a minimum of ten (7) years after payment and can thereafter be spent anywhere as desired by the COUNTY in accordance with the TIF Ordinance. In addition, the time limits on the encumbrance and expenditure of these funds, as

provided in the TIF Ordinance, shall be waived by the DEVELOPER and by its successors and assigns. The DEVELOPER and Project shall pay TIFs in accordance with the TIF Ordinance whenever it does not have COUNTY-approved impact fee credits or offsets sufficient to cover impact fees that are due.

b. Transportation Impact Fee Credits:

(1) Impact Fee Credit - The Credit Receiving Entity shall be eligible for TIF credits for the Credit Receiving Entity's actual reasonable design, engineering, inspection, permitting, right-of-way acquisition and construction costs, or payment in lieu of such costs, for the Pipeline Project Nos. 1, through 8 and that portion of Pipeline Project No. 7 determined by the COUNTY to qualify for TIF credit as detailed in this DA and the TIF Ordinance. Reasonable design, engineering, inspection, permitting, right-of-way acquisition, and construction costs shall be determined by the County Administrator or his designee. In no event shall such TIF credit exceed the lesser of actual costs incurred or the estimated construction costs assumed in Exhibit B of this DA (Exhibit G of the DO), except as set forth above for Pipeline Projects No. 1 and 6. Because completion of the proportionate-share pipeline project and payment of TIFs for the Project pursuant to the requirements of this DA also serve as a guarantee of transportation concurrency capacity through 2020 for the Project, any TIF credits are not transferable outside the boundaries of the Project unless excess credits exist after completion of the project. The DEVELOPER and/or the Credit Receiving Entity shall, on or before June 1 of each year, provide to the County Administrator or his designee an updated schedule of production for the remainder of the Project. The production schedule must show the number of reasonably anticipated units for all residential uses, number of reasonably anticipated hotel rooms, and the reasonably anticipated square footage for both commercial and office. In conjunction with the preparation of the COUNTY'S annual CIP budget, the County Administrator or his designee shall, on or before October 1, communicate to the DEVELOPER and/or the Credit Receiving Entity the reasonably anticipated number of units that have been included in the CIP budget for the next three (3) fiscal years. For purposes of this requirement, the term "reasonably anticipated" shall mean the number of residential units, hotel rooms or commercial/office square footage that are included within complete preliminary plan applications or preliminary plan approvals for the Project. Once the DEVELOPER and/or the Credit Receiving Entity has received impact fee credits equal to the expenditures for the pipeline projects, the requirement of updating the production schedule shall be eliminated. In the event the DEVELOPER fails to provide an updated production schedule on or before June 1 of any year, the COUNTY shall not be obligated to communicate, on or before October 1, the results of the CIP budget to the DEVELOPER.

(2) Within one (1) year after commencement of construction of pipeline projects 1 through 6, as applicable, the County agrees to place the applicable pipeline project in the CIP to the

extent necessary to provide impact fee credits for the Project, but only to the extent the DEVELOPER has provided a production schedule that will utilize such credits.

(3) Within one (1) year after Pipeline Project No. 8 completion of construction or payment, whichever occurs later, the COUNTY agrees to place Pipeline Project No. 8 in the CIP to the extent necessary to provide impact fee credits for the Project, but only to the extent the DEVELOPER has provided a production schedule that will utilize such credits.

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

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

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

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

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

(7) Wetland and Floodplain Mitigation: If wetland and floodplain mitigation areas needed for the pipeline projects are commingled with off-site Project-related or other landowner-related

wetland and floodplain mitigation areas, the portions of the right-of-way acquisition, design, permitting, and construction costs for Project-related or other landowner-related mitigation are not eligible for impact fee credits.

(8) Transfer of Credits: Any impact fee credit balance remaining after all reimbursements have been made from impact fees collected for development within the Project pursuant to this DA may be transferred in accordance with the TIF Ordinance.

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

(10) This paragraph shall also apply to any portion of Pipeline Project No. 6 determined to be impact fee creditable.

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

8. PERFORMANCE GUARANTEES BY DEVELOPER

a. General: LOCs or other performance guarantees acceptable to and approved by the COUNTY (Performance Guarantee) to guarantee completion of the pipeline projects shall be posted in favor of and provided to the COUNTY in accordance with Exhibit D or prior to commencement of construction whichever occurs first. Failure to post, revise, update, and keep effective the required Performance Guarantees until the completion of the applicable pipeline project shall be considered a default of this DA and shall entitle the COUNTY to suspend any TIF credits or reimbursements due pursuant to Section 7 above and/or stop the issuance of Building Permits and other development approvals. All Performance Guarantees shall be posted in the amount of 125% of the cost identified for each applicable project as set forth in Exhibit D and all amounts shall be adjusted by the most recent construction and right-of-way indices as adopted by the TIF Ordinance as amended. The DEVELOPER shall be allowed to subtract the cost of issuance of any Performance Guarantee required pursuant to this DA (not to exceed one [1] percent annually) from the time of initial posting of the applicable Performance Guarantee in accordance with this DA until the award of the construction contract for the applicable pipeline project. As an alternative to the Performance Guarantee, the DEVELOPER may require, prior to commencing construction of a Pipeline Project, that the DEVELOPER'S contractor post in favor of the COUNTY and provide the COUNTY, for its approval, a performance and payment bond acceptable to the COUNTY to guarantee payment of the contractors obligations as required by law. The performance and payment bond shall be with a bank, surety, or other financial institution acceptable

to the COUNTY, which is authorized to do business in the State of Florida, and which has an "A" policyholders rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide. The performance and payment bond shall be in the amount of 125% of the Construction Contract amount. Upon the County's acceptance of the contractor's performance and payment guarantee the performance guarantee posted by the DEVELOPER as required above shall be released and returned to the DEVELOPER.

b. Conditions for Performance Guarantees

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

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

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

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

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

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

c. Maintenance Guarantee: Upon completion of the Required Roadway Improvements and final acceptance by the COUNTY and/or FDOT in accordance with the County Engineering Inspections Division certification as required in this section, the DEVELOPER and its construction contractor shall be required to guarantee that the Required Roadway Improvements and all work performed is free from defects in workmanship or materials by completing an initial maintenance period and providing an Performance Guarantee valid for the entire three (3) year initial maintenance period plus six (6) months. The monetary amount which shall be made available to the BCC under the terms of the Performance Guarantee shall equal to fifteen (15) percent of the cost of the project. The amount shall be based on the engineer's own estimate amounts or an estimate established by multiplying the actual unit quantity by the unit costs contained in Engineering Services Department: A Procedural Guide for the Preparation of Assurances of Completion

and Maintenance (as may be subsequently amended). The initial maintenance period shall be three (3) years commencing on the date of acknowledgement of completion and acceptance of a Performance Guarantee in accordance with this section. The DEVELOPER shall be responsible for maintaining the project during the initial maintenance period and, if any part of the project should fail within this period due to such a defect, it shall be repaired, replaced, and/or restored to satisfactory condition and/or operation at no cost to the COUNTY. In the event the DEVELOPER does not maintain the project during the initial maintenance period, the Administrator shall notify the DEVELOPER in writing via certified mail, return receipt requested, of the areas that require maintenance. The DEVELOPER shall have sixty (60) days from receipt of the notice to perform the required maintenance to the satisfaction of the Administrator or be in default of the Performance Guarantee, unless a longer time is agreed upon between the DEVELOPER and the Administrator. The DEVELOPER shall also be responsible for requesting, in writing, a final inspection from the COUNTY'S Engineering Inspections Division not before ninety (90) days prior to the termination of the initial maintenance period. Upon receipt of the request for final inspection, the Engineering Inspections Division shall notify the DEVELOPER via certified mail, return receipt requested, postmarked within thirty (30) days of such request, providing a list of deficiencies of items to be remedied by the DEVELOPER before the expiration of the maintenance period. In the event the DEVELOPER does not remedy the deficiencies before the expiration of the maintenance period, the DEVELOPER shall be in default of the Performance Guarantee. This remedy for correction is a contractual obligation that is a cumulative and not exclusive remedy. Upon completion of construction of the improvements and final inspection by the COUNTY as being constructed in accordance with all appropriate contract documents and permit requirements, etc., and upon the expiration of the required Maintenance Guarantee, the COUNTY shall be responsible for maintenance of the roadway and roadway-drainage facilities which are not commingled/combined. Upon the remedy of any defects to the satisfaction of the Administrator, or in the case of no defects, but in any case no sooner than the completion of the required maintenance period, the Administrator may recommend to the COUNTY the release of the Maintenance Guarantee.

9. INDEMNIFICATION AND INSURANCE

a. Indemnification: For and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DEVELOPER shall indemnify, defend, and hold harmless the COUNTY and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to the DEVELOPER resulting out of fraud, defalcation, or dishonesty; or arising out of any act, action, neglect, or omission by the DEVELOPER during the performance of this DA, any work under this DA, or

any part thereof, whether direct or indirect; or by reason or result of injury caused by the DEVELOPER'S negligent maintenance of the property over which the DEVELOPER has control; or by reason of a judgment over and above the limits provided by the insurance required under this DA; or by any defect in the condition or construction of the Required Roadway Improvements, except that the DEVELOPER will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of their agents or employees, unless such COUNTY negligence arises from the COUNTY review referenced in Paragraphs 5.e and 5.h of this DA. The DEVELOPER'S obligation to indemnify, defend, hold harmless as described hereinabove, shall arise within seven (7) days of receipt by the DEVELOPER of the COUNTY'S written notice of claim for indemnification to the DEVELOPER. The notice of claim for indemnification shall be served pursuant to the notice provisions contained in Paragraph 9.g. The DEVELOPER'S obligation to defend and indemnify within seven (7) days of receipt of such written notice shall not be excused because of the DEVELOPER'S inability to evaluate liability or because the DEVELOPER evaluates liability and determines the DEVELOPER is not liable or determines the COUNTY is solely negligent. Only a final, adjudicated judgment finding the COUNTY solely negligent shall excuse performance of this provision by the DEVELOPER. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the DEVELOPER shall be obligated to indemnify the COUNTY for the cost of the appeal(s). The DEVELOPER shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. The DEVELOPER shall also include for the Required Roadway Improvements this indemnity provision, replacing the word DEVELOPER with the name of the contractor(s).

b. Insurance:

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

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

(b) The DEVELOPER shall require the engineers and/or general contractor to provide to the DEVELOPER and to the COUNTY or FDOT evidence of insurance coverage of the

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

(c) All policies of insurance required by this DA shall require that the insurer deliver to the COUNTY or FDOT and the DEVELOPER thirty (30) days' written notice prior to any cancellation, intent not to renew, or reduction in coverage and ten (10) days' written notice of any nonpayment of premium. Such notice shall be delivered by certified U.S. Mail to the COUNTY and the DEVELOPER, addressed to the parties as described in Paragraph 9.g below. In the event of any reduction in the aggregate limit of any policy, the DEVELOPER shall require the engineers and/or contractor to immediately restore such limit to the amount required herein.

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

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

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

(g) If the insurance coverage initially provided by the engineers and/or contractor is to expire prior to completion of the work, the DEVELOPER shall require the engineers and/or

contractor to provide renewal Certificates of Insurance on the COUNTY'S or FDOT'S form thirty (30) days prior to expiration of current coverage.

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

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

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

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

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

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

(b) Commercial General Liability Insurance: The DEVELOPER shall require commercial, general liability insurance coverage be maintained by the engineer and/or contractor which shall include, but not be limited to, personal and advertising injury; contractual for the improvements, including

any hold-harmless and/or indemnification agreement; independent contractors; broad form property and personal injury, and combined single limits:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. GENERAL PROVISIONS

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

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

c. Time Extensions:

(1) In the event the COUNTY requires additional time beyond that allocated herein to act upon a submission by the DEVELOPER of complete and correct documents for review and/or approval, there shall be an automatic extension of the time periods set forth in this DA for the Required

Roadway Improvements for the documented number of days which it takes the COUNTY beyond the days allowed for the COUNTY'S review and/or approval.

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

d. Termination: The COUNTY may terminate this DA upon the DEVELOPER'S failure to comply with the terms and conditions of this DA. The COUNTY shall provide the DEVELOPER with a written Notice of Termination, stating the COUNTY'S intent to terminate and describing those terms and conditions with which the DEVELOPER has failed to comply. If the DEVELOPER has not remedied the failure or initiated good faith efforts to remedy the failure within thirty (30) days after receiving the Notice of Termination, or thereafter is not proceeding with due diligence to remedy the failure, the COUNTY may terminate this DA immediately without further notice, and the DEVELOPER shall not thereafter be entitled to any impact fee credits, reimbursement, or compensation as provided herein. This paragraph is not intended to replace any other legal or equitable remedies available to COUNTY under Florida law, but it is in addition thereto.

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

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

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

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

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

h. Notice: Whenever one (1) party gives notice to the other party concerning any of the provisions of this DA, including notice of termination, such notice shall be given by certified mail, return-receipt requested. The said notice shall be deemed given when it is deposited in the U.S. Mail with sufficient postage prepaid (notwithstanding that the return-receipt is not subsequently received). Notices shall be addressed as follows: Mr. Robert Carpenter, P.O. Box 12113, Brooksville, FL 34603-2113, with a copy to Mr. J. Ben Harrill, Figurski & Harrill, The Oaks at Perrine Ranch, 2550 Permit Place, New Port Richey, FL 34655, with a copy to the COUNTY, c/o Bipin Parikh, P.E., Assistant County Administrator (Development Services), West Pasco Government Center, 7530 Little Road, Suite 320, New Port Richey, Florida 34654, with a copy to David A. Goldstein, Chief Assistant County Attorney, West Pasco Government Center, 7530 Little Road, Suite 340, New Port Richey, Florida 34654. These addresses may be changed by giving notice as provided for in this paragraph.

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

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

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

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

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

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

o. Severability: Each provision of this DA is material to the Board of County Commissioners approval of this DA. Accordingly, the provisions are not severable. In the event any section, sentence, clause, or provision of this DA is declared illegal or invalid by a body with jurisdiction to make such determination, the remainder of this DA shall be suspended until such time the Board of County Commissioners modifies the DA to address the illegal or invalid provision; provided however, such suspension shall not exceed nine (9) months in duration and such determination shall not affect the validity of DRI entitlements that have received preliminary plan, preliminary site plan, plat, construction plan, Building Permit, CO approval, or any DRI mitigation committed to or performed as of the date the determination is made.

Notwithstanding the foregoing, the DA shall not be suspended if the DEVELOPER, and all affected successors or assigns, agree to abide by all provisions of the DA until an amendment to the DA has been approved to address the illegal or invalid provision. DEVELOPER-requested amendments to this DA shall not be considered challenges to this DA and decisions by the Board of County Commissioners regarding any DEVELOPER-requested amendments, or the like, shall not have the effect of suspending this DA under any circumstances. Notwithstanding the foregoing, if a third party challenges any section, subsection, sentence, clause, or provision of the DA and the challenged portion of the DA is subsequently declared illegal or invalid, this DA shall not be suspended, and shall remain in full force and effect except for that portion declared illegal or invalid. If any section, subsection, sentence, clause, or provision of this resolution is declared illegal or invalid as the result of a third party challenge, the DEVELOPER shall cooperate with the COUNTY to amend this DA to address the portion which has been declared invalid or illegal.

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

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

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

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

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

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

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

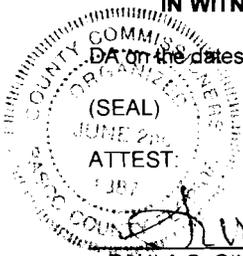
w. Controlling Law: This DA shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation arising from this DA shall be in Pasco County, Florida.

x. Successors and Assigns: The terms of this DA shall run with the land and be binding upon the DEVELOPER and owners and their successors and assigns. The DEVELOPER and owners may assign this DA and all its rights and obligations hereunder to any person, firm, corporation, or other entity, with the consent of the parties to this DA, which consent should not be unreasonably withheld or delayed, and any such assignee shall be entitled to all the rights and powers of such participation hereunder. Upon any such assignment, such assignee shall succeed to all the rights and obligations of the assignor hereto, and shall, for purposes of specific rights and/or obligations assigned, or otherwise, all purposes hereof, be substituted for such participant.

y. Force Majeure: In the event the DEVELOPER'S or COUNTY'S performance of this DA is prevented or interrupted by consequent act of God, or of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, the DEVELOPER or COUNTY shall not be liable for such nonperformance, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts the DEVELOPER'S or COUNTY'S performance of this DA as reasonably determined by the other party. This paragraph shall not apply to force majeure events caused by the DEVELOPER or under the DEVELOPER'S control, or caused by the COUNTY or under the COUNTY'S control, as applicable. In the event that performance by the DEVELOPER or COUNTY of the commitments set forth in this DA shall be interrupted or delayed in connection with acquisition of necessary governmental

permits or approvals for the construction of the Required Roadway Improvements and which interruption or delay is caused through no fault of the party with a delayed performance, then the party with a delayed performance shall submit documentation to the other party regarding such event for review and concurrence. If such documentation shows that such event(s) have taken place, then the party with a delayed performance shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, provided, however, in no event shall any such extension exceed three (3) months. Any requested extensions beyond such three (3) month period may only be accomplished by an amendment to this DA.

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



Paula S. O'Neill
PAULA S. O'NEILL, CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

Pat Mulieri
PAT MULIERI, ED.D., CHAIRMAN

Date: **APPROVED**

MAR 30 2010

SUNWEST ACQUISITION CORPORATION

BOCC

BY: *[Signature]*

John G. Grubbs
John G. GRUBBS
John G. GRUBBS
PRES.
Title

WITNESSES:

Lisa H. Bruner

STATE OF FLORIDA
COUNTY HERNANDO

The foregoing instrument was acknowledged before me this 30th MARCH, 2010
(date), by John G. Grubbs
(name of person acknowledging), who is personally known to me or who has produced _____
(type of identification) as identification.

Seal:

Lisa H. Bruner
NOTARY



EXHIBITS

- A. Legal Description
- B. Proportionate Share Table
- C. Site-Related Intersection Improvements
- D. Pipeline Project Summary Table

EXHIBIT A

**DRI NO. 267 – SUNWEST HARBOURTOWNE
PASCO COUNTY DEVELOPMENT AGREEMENT**

LEGAL DESCRIPTION

EXHIBIT 5-1

LEGAL DESCRIPTION

PARCEL 1

ALL OF THE W ½ OF SW ¼ LYING NORTH AND WEST OF OLD STATE ROAD 15 AND PRESENT STATE ROAD 595, IN SECTION 1, TOWNSHIP 24 SOUTH, RANGE 16 EAST.

AND

THE SOUTH 40 ACRES OF GOVERNMENT LOT 1; ALL OF GOVERNMENT LOT 2; AND ALL OF GOVERNMENT LOT 3, ALL BEING IN THE NORTH ½ OF SECTION 2; AND ALL OF SOUTH ½ OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 16 EAST WEST OF OLD DIXIE HIGHWAY.

AND

ALL OF GOVERNMENT LOT 1, GOVERNMENT LOT 2, AND GOVERNMENT LOT 3, IN FRACTIONAL SECTION 3, TOWNSHIP 24 SOUTH, RANGE 16 EAST.

AND

ALL OF GOVERNMENT LOT 1, GOVERNMENT LOT 2, GOVERNMENT LOT 3, AND ALL OF GOVERNMENT LOT 4, LYING NORTHEASTERLY OF A LINE EXTENDING FROM THE EASTERNMOST MEANDER SURVEY POINT AS DETERMINED BY THE 1849 GOVERNMENT SURVEY IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 16 EAST, (WHICH POINT IS N 65° E 4782.5 FEET FROM THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 24 SOUTH, RANGE 16 EAST.) TO A POINT AT RIGHT ANGLES TO OLD STATE ROAD 15; ALL BEING IN SECTION 10, TOWNSHIP 24 SOUTH, RANGE 16 EAST.

AND

ALL OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 16 EAST, LYING WEST OF THE WESTERLY MAINTAINED RIGHT-OF-WAY OF OLD SR. #15 (OLD DIXIE HIGHWAY) LESS AND EXCEPT ALL OF THE S ½ OF SAID SECTION LYING SOUTH OF A LINE RUNNING FROM THE EASTERNMOST MEANDER POINT AS DETERMINED BY THE 1849 GOVERNMENT SURVEY IN SECTION 10, TOWNSHIP 24S, RANGE 16E, WHICH IS N 65° E 4782.5 FEET FROM THE NW CORNER OF SECTION 15, TOWNSHIP 24S, RANGE 16E, AT RIGHT ANGLES TO SR #15 IN SECTION 14, TOWNSHIP 24S, RANGE 16E.

AND

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL: (848.51 ACRES)

A PARCEL OF LAND LYING AND BEING IN SECTIONS 1, 2, 3, 10 AND 11, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY FLORIDA; THENCE RUN N89°25'34"W ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 11 FOR A DISTANCE OF 181.44 FEET TO A POINT OF INTERSECTION WITH THE NORTH BOUNDARY LINE OF PASCO COUNTY PARCEL NUMBER 11-24-16-0000-00800-0000; THENCE

N46°51'26"W ALONG SAID NORTH BOUNDARY LINE A DISTANCE OF 651.94 TO THE POINT OF BEGINNING; THENCE CONTINUEING ALONG SAID NORTH BOUNDARY LINE N46°51'26"W A DISTANCE OF 1,681.00 FEET; THENCE S64°30'48"W A DISTANCE OF 2,385.01 FEET TO A POINT OF INTERSECTION WITH THE MEANDER LINE FROM THE ORIGINAL GOVERNMENT SURVEY AND THE MOST WESTERLY CORNER OF SAID PASCO COUNTY PARCEL NUMBER 11-24-16-0000-00800-0000; THENCE ALONG SAID GOVERNMENT MEANDER LINE THE FOLOWING COURSES NINE (9) COURSES: (1) N89°40'30"W A DISTANCE OF 3,292.96 FEET; (2) N11°32'29"E A DISTANCE OF 2,096.13 FEET; (3) N48°16'26"W A DISTANCE OF 688.38 FEET; (4) N37°36'44"E A DISTANCE OF 1,585.96 FEET; (5) N83°44'11"E A DISTANCE OF 3,706.07 FEET; (6) N26°50'16"W A DISTANCE OF 1,407.99 FEET; (7) S90°00'00"E A DISTANCE OF 784.65 FEET; (8) N84°30'14"E A DISTANCE OF 1,698.13 FEET; (9) N57°13'33"E A DISTANCE OF 2,680.03 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 16 EAST PASCO COUNTY, FLORIDA; THENCE S00°00'00"W ALONG SAID WEST LINE A DISTANCE OF 1,021.44 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE S90°00'00"E ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2 A DISTANCE OF 1,384.70 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE S00°00'12"W ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 2 A DISTANCE OF 1,316.98 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE N89°34'26"E A DISTANCE OF 604.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 595; THENCE S16°07'27"W ALONG SAID WESTERLY RIGHT OF WAY A DISTANCE OF 91.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 2,009.88 FEET, A CENTRAL ANGLE OF 09°29'19", A CHORD BEARING OF S12°49'33"W AND A CHORD DISTRANCE OF 332.47 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 332.85 FEET; THENCE LEAVING SAID CURVE AND SAID RIGHT OF WAY LINE RUN N85°53'22"W A DISTANCE OF 2,027.04 FEET; THENCE S18°28'07"W A DISTANCE OF 439.05 FEET; THENCE S87°39'12"W A DISTANCE OF 404.54 FEET; THENCE S58°23'27"W A DISTANCE OF 332.77 FEET; THENCE S29°44'46"W A DISTANCE OF 1,394.53 FEET; THENCE S09°01'10"E A DISTANCE OF 616.70 FEET; THENCE S32°19'57"E A DISTANCE OF 421.19 FEET; THENCE S00°38'18"W A DISTANCE OF 631.70 FEET; THENCE S04°08'23"W A DISTANCE OF 502.02 FEET; THENCE S33°45'05"W A DISTANCE OF 383.75 FEET; THENCE S48°15'19"W A DISTANCE OF 525.30 FEET TO THE POINT OF BEGINNING.

PARCEL 1 IN TOTAL CONTAINING 318 ACRES MORE OR LESS

PARCEL 2

A PARCEL OF LAND IN SECTIONS 1, 2, 11, 12, 13, AND 14, TOWNSHIP 24 SOUTH, RANGE 16 EAST BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA; THENCE S.89°25'39"E. ALONG THE NORTH LINE OF SAID SECTION 14, A DISTANCE OF 3,347.51 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15), SAME BEING THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15) THE FOLLOWING THREE (3) COURSES: 1.) N.31°53'41"E., A DISTANCE OF 89.25 FEET; 2.) N.31°51'50"E., A DISTANCE OF 1,161.69 FEET; 3.) N.16°25'36"E., A DISTANCE OF 346.04 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15) S.87°11'52"E., A DISTANCE OF 1,305.57 FEET; THENCE N.00°57'48"E., A DISTANCE OF 293.72 FEET; THENCE N.89°19'59"W., A DISTANCE OF 1,236.55 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15); THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15) THE FOLLOWING FOUR (4) COURSES: 1.) N.16°26'57"E., A DISTANCE OF 4,470.17 FEET; 2.) S.74°03'48"E., A DISTANCE OF 50.12 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS

POINT LIES S.73°32'13"E., A RADIAL DISTANCE OF 904.95 FEET; 3.) NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 45°13'45", A DISTANCE OF 714.36 FEET; 4.) N.61°44'40"E., A DISTANCE OF 129.14 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF ARIPEKA ROAD (COUNTY ROAD 595), ALSO BEING A POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.69°10'12"E., A RADIAL DISTANCE OF 2,009.88 FEET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF ARIPEKA ROAD (COUNTY ROAD 595) THE FOLLOWING THREE (3) COURSES: 1.) SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 11°09'06", A DISTANCE OF 391.19 FEET; 2.) S.31°58'03"E., A DISTANCE OF 434.16 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.57°59'22"E., A RADIAL DISTANCE OF 2,964.83 FEET; 3.) SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 12°39'40", A DISTANCE OF 655.16 FEET; THENCE S.39°23'04"W., A DISTANCE OF 831.09 FEET; THENCE S.50°36'30"E., A DISTANCE OF 715.00 FEET; THENCE S.32°51'52"E., A DISTANCE OF 578.97 FEET; THENCE S.67°26'40"E., A DISTANCE OF 383.85 FEET; THENCE N.31°58'19"E., A DISTANCE OF 169.95 FEET; THENCE S.67°23'08"E., A DISTANCE OF 101.38 FEET; THENCE N.31°57'32"E., A DISTANCE OF 306.14 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.17°18'01"E., A RADIAL DISTANCE OF 3,609.83 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 06°44'43", A DISTANCE OF 424.97 FEET; THENCE S.79°34'25"E., A DISTANCE OF 895.44 FEET; THENCE S.23°34'17"W., A DISTANCE OF 554.99 FEET; THENCE S.67°20'31"E., A DISTANCE OF 350.01 FEET; THENCE N.23°23'42"E., A DISTANCE OF 193.02 FEET; THENCE S.75°25'39"E., A DISTANCE OF 971.64 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19, THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19 THE FOLLOWING FOUR (4) COURSES: 1.) S.23°35'12"W., A DISTANCE OF 1,221.63 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.66°25'33"W., A RADIAL DISTANCE OF 5,629.58 FEET; 2.) SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 16°19'52", A DISTANCE OF 1,604.61 FEET; 3.) S.40°02'29"W., A DISTANCE OF 495.36 FEET TO THE POINT OF INTERSECTION THE NORTHERLY LINE OF SCI FUNERAL SERVICES, INC. PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3542, PAGE 1780 RECORDED IN THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE ALONG SAID NORTHERLY LINE OF SCI FUNERAL SERVICES, INC. PROPERTY THE FOLLOWING SEVENTEEN (17) COURSES: 1.) N.50°03'32"W., A DISTANCE OF 584.79 FEET; 2.) N.89°55'45"W., A DISTANCE OF 130.27 FEET; 3.) N.34°42'55"W., A DISTANCE OF 240.61 FEET; 4.) NORTH, A DISTANCE OF 350.16 FEET; 5.) N.45°06'20"W., A DISTANCE OF 352.82 FEET; 6.) N.30°02'15"W., A DISTANCE OF 260.14 FEET; 7.) N.09°01'26"W., A DISTANCE OF 111.75 FEET; 8.) N.45°37'49"E., A DISTANCE OF 180.22 FEET; 9.) N.22°44'18"E., A DISTANCE OF 150.39 FEET; 10.) N.26°04'38"W., A DISTANCE OF 159.72 FEET; 11.) N.20°52'00"W., A DISTANCE OF 566.16 FEET; 12.) N.69°54'34"W., A DISTANCE OF 775.13 FEET; 13.) S.09°24'10"E., A DISTANCE OF 628.37 FEET; 14.) S.19°25'50"E., A DISTANCE OF 699.37 FEET; 15.) S.00°24'43"W., A DISTANCE OF 1,355.01 FEET; 16.) N.89°27'34"W., A DISTANCE OF 119.00 FEET; 17.) S.00°37'09"W., A DISTANCE OF 187.67 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF EMERALD BEACH UNIT ONE AS RECORDED IN PLAT BOOK 7, PAGES 88 AND 89 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF SAID EMERALD BEACH UNIT ONE, RESPECTIVELY THE FOLLOWING SIX (6) COURSES: 1.) N.89°52'25"W., A DISTANCE OF 543.02 FEET; 2.) S.00°04'57"W., A DISTANCE OF 140.00 FEET; 3.) N.89°38'32"W., A DISTANCE OF 62.79 FEET; 4.) S.00°08'52"W., A DISTANCE OF 50.20 FEET; 5.) N.89°42'54"W., A DISTANCE OF 80.00 FEET; 6.) S.00°14'32"W., A DISTANCE OF 684.35 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY LINE OF 2ND REPLAT OF SCHEER COMMERCE CENTER PHASE I AS RECORDED IN PLAT BOOK 27, PAGES 40 THROUGH 42 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND WESTERLY LINE OF SAID SCHEER COMMERCE CENTER PHASE I, RESPECTIVELY THE FOLLOWING ELEVEN (11) COURSES: 1.) S.74°24'01"W., A DISTANCE OF 118.99 FEET; 2.) S.73°32'49"W., A DISTANCE OF 263.91 FEET; 3.) S.08°31'00"E., A DISTANCE OF 15.15 FEET; 4.) S.73°32'49"W., A DISTANCE OF 10.92 FEET; 5.) S.82°23'50"W., A DISTANCE OF 341.28 FEET; 6.) S.00°10'31"W., A DISTANCE OF 1,056.52 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.89°47'27"E., A

RADIAL DISTANCE OF 149.89 FEET; 7.) SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 50°15'57", A DISTANCE OF 131.50 FEET; 8.) S.50°05'02"E., A DISTANCE OF 271.20 FEET; 9.) S.39°58'28"W., A DISTANCE OF 444.63 FEET; 10.) S.49°55'57"E., A DISTANCE OF 150.57 FEET; 11.) N.39°52'37"E., A DISTANCE OF 719.83 FEET, S.49°54'15"E., A DISTANCE OF 446.01 FEET TO THE AFORESAID POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19, S.39°55'34"W., A DISTANCE OF 1,477.89 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF U.S.HIGHWAY NO. 19, N.50°04'26"W., A DISTANCE OF 450.00 FEET; THENCE N.40°35'17"E., A DISTANCE OF 345.78 FEET; THENCE N.00°14'22"E., A DISTANCE OF 169.72 FEET; THENCE N.89°16'50"W., A DISTANCE OF 80.00 FEET; THENCE N.00°35'17"E., A DISTANCE OF 325.00 FEET; THENCE N.89°06'11"W., A DISTANCE OF 1,248.55 FEET; THENCE N.00°01'57"E., A DISTANCE OF 434.13 FEET TO THE NORTHEAST CORNER OF SEA PINES UNIT FOUR AS RECORDED IN PLAT BOOK 9, PG 132 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SEA PINES UNIT FOUR, AND ALONG A WITHLACOOCHEE RIVER ELECTRIC CORPORATION PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 0791, PAGE 0058 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, RESPECTIVELY, N.89°32'53"W., A DISTANCE OF 1,722.36 FEET; THENCE N.89°35'40"W., A DISTANCE OF 329.97 FEET TO AFORESAID POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15), THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF OLD DIXIE HIGHWAY (STATE ROAD NO. 15), N.31°53'41"E., A DISTANCE OF 2,595.06 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

COMMENCING AT A POINT A 4"X 4" LIGHTER WOOD POST MARKING THE NORTHWEST CORNER OF SAID SECTION 14, SAME BEING THE SOUTHWEST CORNER OF SAID SECTION 11; THENCE RUN S.89°25'33"E. ALONG THE SOUTH LINE OF SOUTHWEST 1/4 OF SAID SECTION 11, A DISTANCE OF 2708.33 FEET; THENCE RUN S.89°25'34"E. ALONG THE SOUTH LINE OF SOUTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 600.16 FEET; TO THE POINT OF BEGINNING; THENCE N.31°52'13"E., A DISTANCE OF 1,261.42 FEET; THENCE N.16°26'07"E., A DISTANCE OF 172.39 FEET; THENCE S.46°51'26"E., A DISTANCE OF 159.35 FEET; THENCE S.38°03'50"E., A DISTANCE OF 237.99 FEET; THENCE S.31°53'41"W., A DISTANCE OF 1,112.05 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTH LINE OF SECTION 11; THENCE CONTINUE SOUTHWESTERLY ALONG SAID LINE, A DISTANCE OF 55.19 FEET; THENCE S.58°06'19"E., A DISTANCE OF 327.96 FEET; THENCE S.31°53'41"W., A DISTANCE OF 180.61 FEET; THENCE S.33°12'16"E., A DISTANCE OF 239.60 FEET; THENCE SOUTH, A DISTANCE OF 275.41 FEET; THENCE S.45°44'27"E., A DISTANCE OF 213.42 FEET; THENCE S.47°44'35"E., A DISTANCE OF 332.91 FEET; THENCE S.08°59'31"E., A DISTANCE OF 124.42 FEET; THENCE S.11°18'58"E., A DISTANCE OF 50.25 FEET; THENCE S.67°57'08"E., A DISTANCE OF 412.00 FEET; THENCE N.67°33'18"E., A DISTANCE OF 252.78 FEET; THENCE S.77°23'53"E., A DISTANCE OF 365.66 FEET; TO A POINT OF INTERSECTION WITH THE WEST LINE OF SECTION SAID SECTION 13; THENCE CONTINUE S.77°23'53"E., A DISTANCE OF 8.99 FEET; THENCE S.00°16'54"E., A DISTANCE OF 153.88 FEET; THENCE N.77°23'53"W., A DISTANCE OF 10.42 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID SECTION 13; THENCE CONTINUE N.77°23'53"W., A DISTANCE OF 351.17 FEET; THENCE S.67°33'18"W., A DISTANCE OF 266.77 FEET; THENCE N.67°57'08"W., A DISTANCE OF 554.19 FEET; THENCE N.11°18'58"W., A DISTANCE OF 134.13 FEET; THENCE N.08°59'31"W., A DISTANCE OF 74.71 FEET; THENCE N.47°44'35"W., A DISTANCE OF 282.78 FEET; THENCE N.45°44'27"W., A DISTANCE OF 279.32 FEET; THENCE NORTH, A DISTANCE OF 293.96 FEET; THENCE N.33°12'16"W., A DISTANCE OF 165.10 FEET; THENCE N.78°12'48"W., A DISTANCE OF 253.43 FEET; THENCE S.49°30'49"W., A DISTANCE OF 260.41 FEET; THENCE S.31°53'41"W., A DISTANCE OF 199.93 FEET; THENCE N.58°03'14"W., A DISTANCE OF 111.49 FEET; THENCE S.31°51'43"W., A DISTANCE OF 100.00 FEET; THENCE N.58°08'17"W., A DISTANCE OF 338.90 FEET; THENCE N.31°57'43"E., A DISTANCE OF 100.18 FEET; THENCE S.58°07'29"E., A DISTANCE OF 142.15 FEET; THENCE N.31°52'10"E., A DISTANCE OF 200.00 FEET; THENCE N.31°52'13"E., A DISTANCE OF 516.63 FEET TO THE POINT OF BEGINNING.



IN TOTAL CONTAINING 650.32 ACRES MORE OR LESS

ADD TO PARCEL 2

A PORTION OF SECTION 12, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE RUN N 00° 49' 12" EAST, 1644.48 FEET ALONG THE WEST BOUNDARY LINE OF SAID SECTION 12; THENCE N 29° 44' 27" EAST, 2951.44 FEET TO THE POINT OF BEGINNING; THENCE RUN N 50° 35' 00" WEST, 715.00 FEET; THENCE N 39° 25' 00" EAST, 831.10 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 595; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1804.28 FEET ALONG THE ARC OF A 2964.83 FOOT RADIUS CURVE CONCAVE TO THE LEFT, SUBTENDED BY A CHORD DISTANCE OF 1776.57 FEET WHICH BEARS S 62° 03' 51.5" EAST; THENCE S 79° 29' 54" EAST, 1404.75 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE S 23° 36' 06" WEST, 1293.01 FEET; THENCE N 67° 22' 10" WEST, 350.05 FEET; THENCE N 23° 36' 06" EAST, 555.24 FEET; THENCE N 79° 29' 54" WEST, 895.30 FEET; THENCE 424.99 FEET ALONG THE ARC OF A 3609.83 FOOT RADIUS CURVE CONCAVED TO THE RIGHT, SUBTENDED BY A CHORD DISTANCE OF 424.75 FEET WHICH BEARS N 76° 07' 32" WEST; THENCE S 32° 00' 00" WEST, 306.45 FEET; THENCE N 67° 22' 10" WEST, 101.35 FEET; THENCE S 32° 00' 00" WEST, 170.00 FEET; THENCE N 67° 22' 10" WEST, 383.81 FEET; THENCE N 32° 55' 28" WEST, 578.95 FEET TO THE POINT OF BEGINNING.

IN TOTAL CONTAINING 64.980 ACRES MORE OR LESS

ADD TO PARCEL 2

A PORTION OF SECTION 12, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE RUN N 00° 49' 12" EAST, 1644.48 FEET ALONG THE WEST BOUNDARY LINE OF OF SAID SECTION 12; THENCE N 29° 44' 27" EAST, 2790.47 FEET; THENCE S 67° 22' 10" EAST, 2695.87 FEET; THENCE N 23° 36' 06" EAST, 193.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 23° 36' 06" EAST, 1100.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 595 AS NOW ESTABLISHED; THENCE S 79° 29' 54" E. 985.11 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE WESTERLY RIGHT OF WAY OF U.S. HIGHWAY NO. 19 (STATE ROAD NO. 55) AS NOW ESTABLISHED; THENCE S 23° 36' 06" WEST, 1170.00 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE; THENCE N 75° 28' 29" WEST, 971.64 FEET TO THE POINT OF BEGINNING.

IN TOTAL CONTAINING 24.980 ACRES MORE OR LESS

ADD TO PARCEL 2

A PORTION OF SECTION 14, TOWNSHIP 24 SOUTH, RANGE 16 EAST, BEING FURTHER DESCRIBED AS:
COMMENCE AT THE SOUTHEAST CORNER OF THE SW ¼ OF SAID SECTION 14; THENCE RUN ALONG THE EAST LINE OF THE WEST ½ OF SAID SECTION 14, NORTH 0°05'02" WEST, A DISTANCE OF 1,417.42 FEET; THENCE SOUTH 89°EAST, A DISTANCE OF 62.55 FEET; THENCE NORTH 0°03'14" EAST, A DISTANCE OF 50 FEET; THENCE NORTH 89°35'46" WEST, A DISTANCE OF 154.91 FEET; THENCE SOUTH 51°39'37" WEST, A DISTANCE OF 72.67 FEET; THENCE A DISTANCE OF 492.55 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 590.96 FEET AND A CHORD OF 478.42 FEET WHICH BEARS NORTH 65°WEST; THENCE NORTH 89°36'01" WEST, A DISTANCE OF 14.06 FEET; THENCE SOUTH 0°23'59" WEST, A DISTANCE OF 15 FEET; THENCE NORTH 89°36'01" WEST, A DISTANCE OF 600 FEET; THENCE NORTH 58°06'46" WEST, A DISTANCE OF 315.68 FEET; THENCE NORTH 31°52'14" EAST, A DISTANCE OF 940.45 FEET FOR A POINT OF BEGINNING;

THENCE NORTH 89°35'46" WEST, A DISTANCE OF 38.69 FEET TO THE CENTERLINE OF SAID OLD DIXIE HIGHWAY, NORTH 31°53'14" EAST, A DISTANCE OF 586.31 FEET; THENCE SOUTH 89°35'46" EAST, A DISTANCE OF 330.00 FEET; THENCE SOUTH 0°24'14" WEST A DISTANCE OF 500.00 FEET; THENCE NORTH 89°35'46" WEST, A DISTANCE OF 597.50 FEET TO THE POINT OF BEGINNING; THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN 33 FEET OF THE CENTERLINE OF OLD DIXIE HIGHWAY BEING SUBJECT TO PUBLIC ROAD RIGHT OF WAY.

(CONTAINING 5.545 ACRES MORE OR LESS MEASURED TO THE CENTERLINE OF OLD DIXIE HIGHWAY)

HUNT PARCEL

THAT PART OF THE NORTH 20 ACRES OF THE SOUTH 50 ACRES OF THAT PORTION OF THE EAST 1/4 OF SECTION 11, TOWNSHIP 24 SOUTH, RANGE 16 EAST, PASCO COUNTY FLORIDA, LYING EAST AND SOUTH OF OLD ROAD 15 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SECTION 11, RUN NORTH 87 DEG. 12'11" WEST, 1998.16 FEET TO THE CENTERLINE OF OLD ROAD 15; THENCE NORTH 31 DEG. 51'30" EAST ALONG SAID CENTERLINE 1160.74 FEET TO A POINT; AND CONTINUING ALONG SAID CENTERLINE NORTH 16 DEG. 25'51" EAST 345.71 FEET FOR A POINT-OF-BEGINNING; CONTINUE THENCE NORTH 16 DEG. 25'51" EAST, 253.20 FEET M.O.L. TO THE SOUTH BOUNDARY OF THE NORTH 30 ACRES OF THE SOUTH 80 ACRES OF THE EAST 1/4 OF SAID SECTION 11; THENCE SOUTH 89 DEG. 23'05" EAST, 1236.41 FEET TO THE EAST BOUNDARY OF SAID SECTION 11; THENCE SOUTH 00 DEG. 49'12" WEST 293.10 FEET M.O.L.; THENCE NORTH 87 DEG. 12'11" WEST, 1306.17 FEET TO THE POINT-OF-BEGINNING, LESS RIGHT-OF -WAY.

IN TOTAL CONTAINING 7.85 ACRES, MORE OR LESS.

EXHIBIT B

**DRI NO. 267 – SUNWEST HARBOURTOWNE
PASCO COUNTY DEVELOPMENT AGREEMENT**

PROPORTIONATE SHARE TABLE

**TABLE 21-13 (revised 9/25/2009)
SunWest Harbortowne DRI
PASCO COUNTY AND FDOT PROPORTIONATE SHARE**

Roadway	From	To	2018 Peak Hour Project Trips	Existing # of Lanes	PM Peak Hour Capacity Before Improvement	Required # of Lanes	PM Peak Hour Capacity After Improvement	Percent Contribution	Length (in miles)	Cost Per Mile	Ref. Notes	Total Cost	Proportionate Share
US19	1/4 mile south of Beacon Woods	1/3 mile north of Beacon Woods	427	6DL	4950	8DL	6280	32.11%	0.6	\$34,887,369	(1)	\$20,932,421	\$6,720,409
County Line Road	East Road	1/4 mile east of Shady Hills	134	2UL	1390	4DL	2950	8.59%	3.5	\$16,507,404	(2)	\$57,775,915	\$4,962,803

Source: FDOT District 7 June 2009 Transportation Costs*

Links **\$78,708,337** **\$11,683,212**

Intersections **\$256,288,351** **\$17,272,747**

Total **\$334,996,687** **\$28,955,959**

	Scope Contingency	Subtotal Construction Column from FDOT Tables	TOTAL CONSTRUCTION	ROW*	DESIGN & CEI	TOTAL
(1) Add 2 lane to existing 6 lane (State Road Costs)	\$2,016,518	\$8,066,073	\$10,082,591	\$21,780,000	\$3,024,777	\$34,887,369
*ROW estimated based on \$50/sq ft; Assumes 7 acres per mile for Ponds and 3 acres per mile for Flood Plain Compensation						
(2) Add 2 lane to existing 2 lane (State Road Costs)	\$1,460,832	\$5,843,329	\$7,304,161	\$7,011,995	\$2,191,248	\$16,507,404
*ROW estimated based on 'Subtotal Construction Column from FDOT Tables' x 120%						

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PASCO COUNTY AND FDOT PROPORTIONATE SHARE - INTERSECTIONS

	Improvement	Project Traffic	Before Capacity	After Capacity (with Improvements)	Capacity Increase	% Contribution	Total Cost	Ref. Notes	Proportionate Share/Cost
US 19 @ SR 52	Tight Urban Diamond Interchange	392	7,930	17,492	9,562	3.69%	\$ 86,393,050	13	\$ 3,180,591
US 19 @ Beacon Woods Dr	NB/SB Thru Lane plus Receiving Lane* WB	398	8,775	9,621	848	100.00%	N/A	4	\$ 209,118
US 19 @ Hudson Ave	TIB and TBR	645	5,921	10,265	4,344	11.19%	\$ 836,554	4	\$ 118,742
	TBWB Thru Lane plus Receiving Lane (1/2 mile)						\$ 8,258,702	8	\$ 1,471,575
	WB						\$ 209,118	4	\$ 38,250
	NB/SB Thru Lane plus Receiving Lane (1/2 mile)						\$ 17,143,681	7	\$ 2,143,054
US 19 @ New York Ave	NB	782	8,072	9,139	1,067	71.29%	\$ 209,118	4	\$ 38,250
	WB						\$ 209,118	4	\$ 38,250
US 19 @ Little Road	WB Rt. Face-Flow Receiving Lane on US 19 (1/3 mile) SB (1/3 mile)	408	3,768	11,283	5,515	7.14%	\$ 4,787,116	6	\$ 334,181
US 19 @ Aripeka Rd (CR 595)	TIB	663	8,951	8,351	-602	100.00%	\$ 151,802	2	\$ 151,802
	Traffic Signal						\$ 156,672	11	\$ 156,672
US 19 @ County Line Road	2WB & WBH	754	7,104	11,548	4,784	17.60%	\$ 1,103,651	13	\$ 102,759
	NB/SB Thru Lane plus Receiving Lane (1/2 mile)						\$ 17,143,681	7	\$ 3,070,154
	NBR						\$ 567,416	3	\$ 39,867
US 19 @ Spring Hill Drive	TIB	570	7,812	21,501	16,659	2.22%	\$ 209,118	4	\$ 47,366
	Single-Point Urban Interchange						\$ 1,941,725	11	\$ 1,546,270
County Line Rd @ Shady Hills/Mariner	TIB	202	1,971	7,074	2,407	9.61%	\$ 151,802	2	\$ 11,869
	TBWB Thru Lane plus Receiving Lane* NB/SB Thru Approach Lanes Only (1/3 mile)						N/A	7	\$ 5,333
Little Road @ Hudson Ave	TIB	290	3,992	5,119	1,127	23.34%	\$ 1,748,637	9	\$ 67,962
	NB w/ Receiving Lane (1/4 mile)						\$ 567,416	3	\$ 137,113
Total							\$ 256,288,351		\$ 17,272,747

Notes:

Source: FDOT District 7 June 2009 Cost Tables unless otherwise noted.
 Proportionate Share payments will be adjusted for inflation based on actual year improvement is to be constructed.
 Before/After Capacities from Synchro Lane Group Capacities for all movements at respective intersections.
 For Grade-separated intersections, additional capacity was added to Synchro results (1/2009) - 1900 SW Through Lanes = 8,810 from FDOT Quality ToS Table 4-4 for an uninterrupted roadway.
 * Improvement Costs for through lanes accounted for on Roadway Links Proportionate Share Table.

Turn Lanes

- (1) Total Improvement Cost for 300 feet exclusive right turn lane (No ROW)
- (2) Total Improvement Cost for 300 feet exclusive left turn lane (No ROW)
- (3) Total Improvement Cost for 300 feet exclusive right turn lane w/ ROW @ 120% of CSI
- (4) Total Improvement Cost for 300 feet exclusive left turn lane w/ ROW @ 120% of CSI

\$726,594
\$151,802
\$867,416
\$209,118

Through Lanes/Receiving Lanes at Intersections

- (5) Total Cost for 1 mile of receiving lane (outside - No ROW)
- (6) Total Cost for 1 mile of receiving lane (outside - w/ ROW for Funds and TIC)
- (7) Total Cost per mile for adding 2 lanes to existing 6 lanes (State w/ ROW for Funds and TIC)
- (8) Total Cost per mile for adding 2 lanes to existing 2 lanes (State w/ ROW @ 120% of CSI)
- (9) Total Cost per mile for adding 2 lanes to existing 2 lanes (County Methodology - No ROW)

\$3,171,347
\$14,313,347
\$34,887,369
\$16,907,404
\$6,974,548

Traffic Signals

- (10) Total Cost for signal installation (6-lane roadway intersecting 6-lane roadway)
- (11) Total Cost for signal installation (4-lane roadway intersecting 6-lane roadway)
- (12) Total Cost for signal installation (4-lane roadway intersecting 4-lane roadway)

\$508,821
\$156,672
\$304,472

Interchanges/Flovers

- (13) US 19/SR 52 (from US 19 PDK1 Study - includes road & average pond ROW)
- (14) State rd from US 19 PDK1 Study (3rd 50% of ROW from US 19/SR 52)
- (15) Single Lane Fllover cost w/ ROW @ 120% of CSI

\$86,393,050
\$776,175,225
\$41,900,000

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Roadway Cost Per Centerline Mile
Revised June 2009

Rural Arterial										
Construction Cost From LRE	MOT *	Mobilization *	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Total Project Cost **		
\$4,524,370	\$452,437	\$5,474,488	\$1,388,622	\$6,843,110	\$1,026,466	\$1,586,120	\$1,586,120	\$8,896,042	New Construction (2-Lane Roadway) with 5' Paved Shoulders	
\$6,991,163	\$699,116	\$8,459,307	\$2,114,827	\$10,574,133	\$1,586,120	\$1,586,120	\$1,586,120	\$13,746,373	New Construction (4-Lane Roadway) with 5' Paved Shoulders	
\$8,805,269	\$880,527	\$968,580	\$10,654,376	\$2,663,594	\$13,317,969	\$1,997,695	\$1,997,695	\$17,313,359	New Construction (6-Lane Roadway) with 5' Paved Shoulders	
\$1,180,057	\$118,006	\$1,427,869	\$356,967	\$1,784,836	\$267,725	\$267,725	\$267,725	\$2,320,286	Milling and Resurfacing (4-Lane Roadway) with 5' Paved Shoulders	
\$1,715,672	\$171,567	\$188,724	\$2,075,963	\$518,991	\$2,594,953	\$389,243	\$389,243	\$3,373,439	Milling and Resurfacing (6-Lane Roadway) with 5' Paved Shoulders	
\$4,829,198	\$482,920	\$531,212	\$5,843,329	\$1,460,832	\$7,304,162	\$1,095,624	\$1,095,624	\$9,495,410	Add Lanes (2 to 4 Lanes) with 5' Paved Shoulders (includes milling and resurfacing of existing pavement)	
\$5,297,756	\$529,776	\$582,753	\$6,410,285	\$1,602,571	\$8,012,856	\$1,201,928	\$1,201,928	\$10,416,713	Add Lanes (4 to 6 Lanes) with 5' Paved Shoulders (includes milling and resurfacing of existing pavement)	
\$7,070,561	\$707,056	\$777,762	\$8,555,379	\$2,138,845	\$10,694,224	\$1,604,134	\$1,604,134	\$13,902,491	Add Lanes (4 to 8 Lanes) with 5' Paved Shoulders (includes milling and resurfacing of existing pavement)	
\$6,666,176	\$666,618	\$733,279	\$8,066,073	\$2,016,618	\$10,082,592	\$1,512,389	\$1,512,389	\$13,107,369	Add Lanes (6 to 8 Lanes) with 5' Paved Shoulders (includes milling and resurfacing of existing pavement)	
\$1,148,617	\$114,862	\$126,348	\$1,389,826	\$347,457	\$1,737,283	\$260,592	\$260,592	\$2,258,468	Add 1 Through Lane on Inside (To Existing) with 5' Paved Shoulders	
\$1,765,466	\$176,547	\$194,201	\$2,136,213	\$534,053	\$2,670,267	\$400,540	\$400,540	\$3,471,347	Add 1 Through Lane on Outside (To Existing) with 5' Paved Shoulders	
\$8,130	\$9,349	\$71,677	\$17,919	\$89,596	\$13,439	\$13,439	\$13,439	\$116,475	Add 300' Exclusive Left Turn Lane	
\$132,555	\$19,883	\$22,866	\$175,303	\$43,826	\$219,129	\$32,869	\$32,869	\$284,868	Add 300' Exclusive Right Turn Lane	
Urban Arterial										
\$6,095,198	\$609,520	\$670,472	\$7,375,189	\$1,843,797	\$9,218,987	\$1,382,848	\$1,382,848	\$11,984,683	New Construction (2-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	
\$8,537,780	\$853,778	\$939,156	\$10,330,714	\$2,582,679	\$12,913,393	\$1,937,009	\$1,937,009	\$16,787,411	New Construction (4-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	
\$10,447,044	\$1,044,704	\$1,149,175	\$12,640,924	\$3,160,231	\$15,801,154	\$2,370,173	\$2,370,173	\$20,541,501	New Construction (6-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	
\$125,958	\$138,553	\$1,524,087	\$381,022	\$1,905,109	\$285,766	\$285,766	\$285,766	\$2,476,641	Milling and Resurfacing (4-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	
\$1,784,574	\$196,303	\$2,159,335	\$539,834	\$2,699,169	\$404,875	\$404,875	\$404,875	\$3,508,920	Milling and Resurfacing (6-Lane Roadway) with 5' Sidewalk, and Curb & Gutter	
\$5,763,328	\$576,333	\$633,966	\$6,973,627	\$1,743,407	\$8,717,034	\$1,307,555	\$1,307,555	\$11,332,144	Add Lanes (2 to 4 Lanes) with 5' Sidewalk, and Curb & Gutter (includes milling and resurfacing existing pavement)	
\$6,349,351	\$634,935	\$698,429	\$7,682,715	\$1,920,679	\$9,603,394	\$1,440,509	\$1,440,509	\$12,484,412	Add Lanes (4 to 6 Lanes) with 5' Sidewalk, and Curb & Gutter (includes milling and resurfacing existing pavement)	
\$859,968	\$859,968	\$945,965	\$10,405,612	\$2,601,403	\$13,007,015	\$1,951,052	\$1,951,052	\$16,909,120	Add Lanes (4 to 8 Lanes) with 5' Sidewalk, and Curb & Gutter (includes milling and resurfacing existing pavement)	
\$764,119	\$840,531	\$9,245,841	\$2,311,460	\$11,557,301	\$1,733,595	\$1,733,595	\$1,733,595	\$15,024,491	Add Lanes (6 to 8 Lanes) with 5' Sidewalk, and Curb & Gutter (includes milling and resurfacing existing pavement)	
\$116,594	\$128,253	\$1,410,782	\$352,696	\$1,763,478	\$264,522	\$264,522	\$264,522	\$2,292,521	Add 1 Through Lane on Inside (To Existing) with 5' Sidewalk, and Curb & Gutter	
\$2,585,883	\$258,588	\$284,447	\$3,128,918	\$782,230	\$3,911,148	\$586,672	\$586,672	\$5,084,492	Add 1 Through Lane on Outside (To Existing) with 5' Sidewalk, and Curb & Gutter	
\$10,805	\$12,426	\$95,263	\$23,816	\$119,078	\$17,862	\$17,862	\$17,862	\$154,802	Add 300' Exclusive Left Turn Lane	
\$22,781	\$26,198	\$200,855	\$50,214	\$251,069	\$37,660	\$37,660	\$37,660	\$326,390	Add 300' Exclusive Right Turn Lane	

* A 15% MOT and Mobilization factor was used for exclusive left and right turn lanes. A 10% factor was used for all other figures.

** Total cost shown is derived from a standard typical section. Costs will need to be adjusted to account for signals, bridges, or any additional item not deemed typical.

Note:

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

Roadway Cost Per Centerline Mile
Revised June 2009

	Construction Cost From LRE	MOT (10%)	Mobilization (10%)	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Total Project Cost
Rural Arterial									
Add Lanes (4 to 6 Lanes) with 5' Paved Shoulders, 2 Traffic Signals, Highway Lighting, Fiber Based Communication Backbone, Widening 150' Low Level Bridge, and Milling & Resurfacing Existing 4 Lanes	\$7,366,494	\$736,649	\$810,314	\$8,913,457	\$2,228,364	\$11,141,822	\$1,671,273	\$1,671,273	\$14,484,368
Urban Arterial									
Add Lanes (4 to 6 Lanes) with 5' Sidewalk, Bike Lanes, 2 Traffic Signals, Highway Lighting, Fiber Based Communication Backbone, Widening 150' Low Level Bridge, and Milling & Resurfacing Existing 4 Lanes	\$7,650,770	\$765,077	\$841,585	\$9,257,431	\$2,314,358	\$11,571,789	\$1,735,768	\$1,735,768	\$15,043,326

Note:

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

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Bridge Cost Per Square Foot

Revised June 2009

	Cost Per Square Foot
New Construction	
Low Level	\$135
Mid Level	\$155
High Level	\$185
Overpass (Over Roadway)	\$170
Bascule	\$1,830
Pedestrian Overpass	\$365
Widening	
Low Level	\$165
Mid Level	\$190
High Level	\$220
Overpass (Over Roadway)	\$200
Bridge Removal	
Concrete Bridge	\$55

Note:

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

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Other Roadway Related Costs

Revised June 2009

	Construction Cost From LRE	MOT *	Mobilization (15%)	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Total Project Cost
Intersection Traffic Signalization (Mast Arm Assembly)**									
2-Lane Roadway Intersecting 2-Lane Roadway	\$167,959	\$25,194	\$28,973	\$222,126	\$55,532	\$277,658	\$41,649	\$41,649	\$360,955
4-Lane Roadway Intersecting 4-Lane Roadway	\$188,208	\$28,231	\$32,466	\$248,906	\$62,226	\$311,132	\$46,670	\$46,670	\$404,472
6-Lane Roadway Intersecting 6-Lane Roadway	\$236,788	\$35,518	\$40,846	\$313,152	\$78,288	\$391,440	\$58,716	\$58,716	\$508,871
Bicycle and Pedestrian Facilities									
Sidewalks Per Mile (5' Width - 1 Side)	\$95,539	\$4,777	\$15,047	\$115,363	\$28,841	\$144,204	\$21,631	\$21,631	\$187,465
Sidewalks Per Mile (6' Width - 1 Side)	\$114,646	\$5,732	\$18,057	\$138,436	\$34,609	\$173,044	\$25,957	\$25,957	\$224,958
Multi-Use Trail Per Mile (12' Width - 1 Side)	\$170,591	\$8,530	\$26,868	\$205,989	\$51,497	\$257,486	\$38,623	\$38,623	\$334,731
Stormwater Retention Facilities									
1 Acre Pond Site (6' Depth)	\$343,782	\$17,189	\$54,146	\$415,116	\$103,779	\$518,895	\$77,834	\$77,834	\$674,564
Median Retrofit									
Convert 14' Center Turn Lane to 14' Raised Median (Per Mile)	\$225,492	\$33,824	\$38,897	\$298,213	\$74,553	\$372,766	\$55,915	\$55,915	\$484,596
Cross Street Improvements									
Widen 1-Leg of Existing Rural 2-Lane Cross Street to Accommodate 2 Receiving Lanes, Dual Left Turn lanes, and Exclusive Right Turn Lane (Approximate Length of 0.25 Miles)	\$1,500,781	\$225,117	\$258,885	\$1,984,783	\$496,196	\$2,480,979	\$372,147	\$372,147	\$3,225,272

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

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

Notes:

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

Interchange Cost

Revised June 2009

	Construction Cost From LRE	MOT (10%)	Mobilization (10%)	Subtotal	Scope Contingency (25%)	Total Construction Cost	PE Design (15%)	CEI (15%)	Subtotal Project Cost
Single Point Urban Interchange (SPUI)	\$ 25,394,863.74	\$2,539,486	\$2,793,435	\$30,727,785	\$7,681,946	\$38,409,731	\$5,761,460	\$5,761,460	\$49,932,651

Note:

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

EXHIBIT C

**DRI NO. 267 – SUNWEST HARBOURTOWNE
PASCO COUNTY DEVELOPMENT AGREEMENT**

SITE-RELATED INTERSECTION IMPROVEMENTS

Sunwest Harbourtowne Site Access Improvements

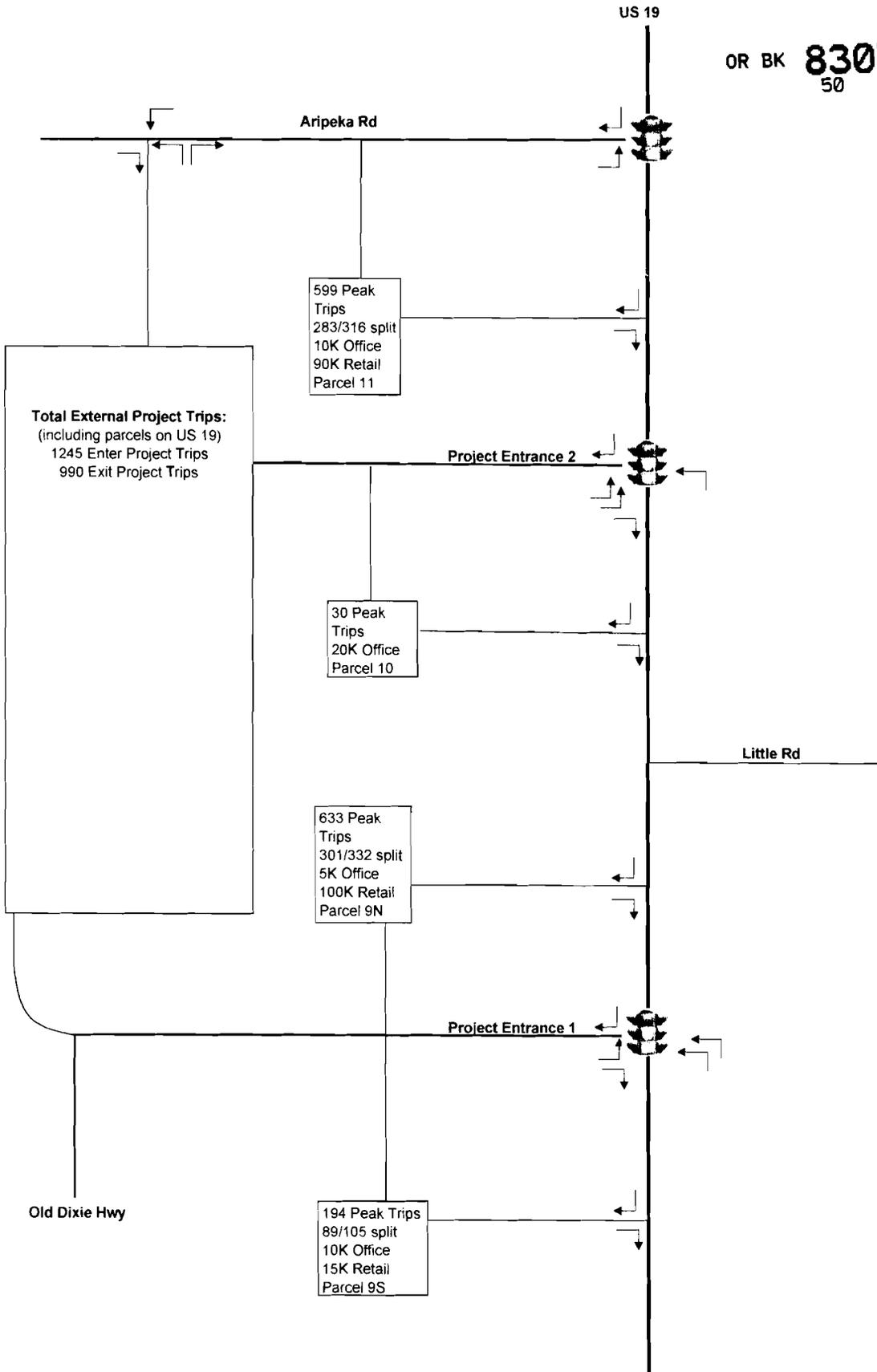


EXHIBIT D

**DRI NO. 267 – SUNWEST HARBOURTOWNE
PASCO COUNTY DEVELOPMENT AGREEMENT
PIPELINE PROJECT SUMMARY TABLE**

Sunwest Harbourtowne DRI
Timing & Phasing of Proposed Pipeline Improvements
June 2009 Dollars

Total Project Proportionate Share Amount: **\$28,955,959** 2500 Total Units
 Total Project PM Peak Hour Gross Trips: **3,039**

Pipeline Project No.	Pipeline Improvement Location	Pipeline Improvement Description	Pipeline Imp. Cost	Pipeline % of Prop Share	Prop Share % of 2500 Permanent Units	Cumulative Trigger	Post Guarantee	Complete Project
1	Old Dixie Highway	1a) Pave from New York Ave to County Park 1b) Resurface from New York Ave to Sea Ranch Dr -OR- 2) Improve to County standards Gulf Way to City Park including trail system along Old Dixie from Sea Ranch Drive to City Park	\$2,353,173	8.13%	203	203	Prior to 1st preliminary plan/preliminary site plan approval for any residential units	Prior to plat for 501st unit
2	US 19	Continuous Right-Turn Lane - New York Ave to Denton Ave	\$5,972,105	20.62%	516	719	501st plat*	801st plat
3	US 19	Continuous Right-Turn Lane - Denton Ave to Little Rd	\$4,001,876	13.82%	346	1,064	801st plat*	1251st plat
4	US 19	Continuous Right-Turn Lane - Little Rd to Anpeka Road	\$7,646,309	26.41%	680	1,724	1251st plat*	1751st plat
5	US 19	Continuous Right-Turn Lane - Anpeka Rd to Hernando County Line	\$5,868,312	20.27%	507	2,231	1751st plat*	2251st plat
6	US 19 at Hudson Ave	2 Westbound Left-Turn Lanes 1 Shared Through/Left Turn Lane 1 Westbound Right-Turn Lane -OR- Alternate improvements at or near US 19 & Hudson	\$777,589	2.69%	67	2,298	2251st plat*	2,301st plat
7	US 19 at Anpeka Rd	Eastbound Left-Turn Lane Traffic Signal	\$611,474	2.11%	53	2,351	1st preliminary plan/ preliminary site plan approval for adjacent retail within Project or 2301st plat whichever occurs first TBD in NOFC/DAA see DA	Prior to 1st CO for adjacent retail within project or 2,401st plat, whichever occurs first
8	Cash or Construction	TBD per DA	\$1,724,721	5.96%	149	2,500		2,401st plat

	Subtotal:	\$27,231,238	94.04%	2,858 trips
	Remaining Amount (Pipeline 8 TBD):	\$1,724,721	5.96%	181 trips
	Total:	\$28,955,959	100.00%	3,039 trips

*1st preliminary plan/preliminary site plan approval for adjacent retail within Project or 2301st plat whichever occurs first. TBD in NOFC/DAA see DA.

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